1 - Agenda, BOCC Regular Meeting, Sept 6 2022

2 - Assessors Report to CBOE

3 - Calendar Schedule for Sept 6 2022

4a - Minutes, July 5 2022 Regular Meeting

4b - Minutes, Aug 23, 2022 Special Meeting

5 - consent 1 - Ack of CM Sig, GC Food Pantry Agreement for CSBG funds

5 - consent 2, approval for DOLA grant application

5 - consent 3 - Ack of CM Sig, Opioid IGA, Town of Marble

5 - consent 4 - Road Project, GMUG, Alpine Plateau Gravel Haul

5 - consent 5, Cesare Inc Contract Agreement

5 - consent 6 - Approval for 2022 EMPG grant award

5 - consent 7, CDOT Subaward Amendmt 1 for GCSAPP

5 - consent 8 - Professional Svcs Agreement, Community Foundation of the GV

5 - consent 9 - Professional Svcs Agreement, GC Food Pantry

5 - consent 10 - Professional Svcs Agreement, GV Mentors

5 - consent 11 - Road Project, GMUG, Mirror Lake Mobile Rock Crushing project

5 - consent 12 - Sortware as a Service Agreemt, Munis SAAS

5 - consent 13 - Contractor Agreement, GC and Town of CB, Coal Creek Watershed Coalition

5 - consent 14 - Road Project, GMUG, Taylor Canyon Road project

5 - consent 15 - Closure request, CR 4, Elk Run 5K Sept 24 2022

5 - consent 16, Grant Modification 003, GMUG increased weed treatment costs

5 - consent 17 - Employment Contract, Asst CA Sammy Obaid

5 - consent 18 - Letter of Transmission, SS4A Grant application

6 - Public Hearing_Adoption of IWUIC and Amerndments to LUR

7 - Draft comments on CB Community Compass Plan

8 - Resolution Approving the Grant App for GOCO grant

9 - Lot Cluster, Robert Newman

10 - Boundary Line Adjustment, Taylor Park LLc and R Beethe

11 - Resolution Rescinding the Continuation of an Emergency_Sylvester Gulch Fire

12 - Energy Code Board Letter of Recommendation, J Cattles

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, September 6, 2022**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)**

GUNNISON COUNTY BOARD OF EQUALIZATION:

8:30 am
- Call to Order
- Assessor's 2022 Report to the CBOE
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:35 am
- Call to Order; Agenda Review
- Scheduling
- Minutes
  1. July 5, 2022 Regular Meeting
  2. August 23, 2022 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. Acknowledgement of County Manager's signature; Agreement; Gunnison Country Food Pantry; to allot County Community Services Block Grant (CSBG) funding for increased food security within the County; Expires 9/15/2022; $20,000
  2. Approval for Colorado Department of Local Affairs (DOLA) Grant Application; Gunnison County Division 2 Shop Energy and Sustainability Project; $687,941
  3. Acknowledgment of County Manager's Signature; Opioid Settlement Intergovernmental Agreement; between Gunnison County and the Town of Marble; Establishing the manner in which funds from settlements between the State of Colorado and opioid manufacturers shall be divided and distributed locally
  4. Approval for Road Project Agreement Between Gunnison County and USDA Forest Service, Grand Mesa-Uncompahgre-Gunnison (GMUG) National Forests, Gunnison Ranger District; for Alpine Plateau Gravel Haul Project; Effective date of signing to 4/06/2027; County to provide equipment and labor, $321,965 estimated
  5. Acknowledgment of County Manager's signature; Contractor Agreement; Cesare, Inc; for Warren Property Phase I Environmental Site Assessment (ESA); 9/06/2022 – 10/31/2022; up to $2,800
  6. Approval for the 2022 Emergency Management Performance Grant (EMPG); Gunnison County Emergency Management; 1/01/2022 - 12/31/2022; 50% match, County share $60,273.00
  7. Approval for Colorado Department of Transportation (CDOT) Subaward Amendment #1; Gunnison County Substance Abuse Prevention Pilot Project (GCSAPP); to address impaired driving, excessive alcohol and marijuana use in community norms; 10/1/2021 – 9/30/2023; $189,998.20 total
  8. Approval for Professional Services Agreement; Community Foundation of the Gunnison Valley; for coordination of the "Locations and accessibility" action group of the health coalition; 9/01/2022 – 9/01/2023; up to $1,500
  9. Approval for Professional Services Agreement; Gunnison Country Food Pantry; for coordination of the "Education and Support for Business – Workplace Wellness" action group of the health coalition; 9/01/2022 – 9/01/2023; up to $1,500

10. Approval for Professional Services Agreement; Gunnison Valley Mentors; for coordination of the "Increase wide-spread sense of belonging" action group of the health coalition; 9/01/2022 – 9/01/2023; up to $1,500
11. Approval for Road Project Agreement Between Gunnison County and USDA Forest Service, Grand Mesa-Uncompahgre-Gunnison (GMUG) National Forests, Gunnison Ranger District; for the Mobile Rock Crushing NFSR 267 Mirror Lake Road project; Effective date of signing to 4/06/2027; County will use the USFS crusher and provide other needed equipment and labor, $55,260
12. Approval for Software as a Service Agreement; Tyler Technologies, Inc; for Munis SaaS contract; Effective date of signing; $236,960 over 3 years
13. Contractor Agreement; Board of County Commissioners and Town of Crested Butte; Coal Creek Watershed Coalition; for water quality data evaluation at Coal Creek; 1/01/2022 – 12/31/2022; County portion up to $9,150
14. Approval for Road Project Agreement Between Gunnison County and USDA Forest Service, Grand Mesa-Uncompahgre-Gunnison (GMUG) National Forests, Gunnison Ranger District; for Taylor Canyon National Forest System Road 742 Reconstruction and Surfacing; Effective date of last signature, through five years; bill the US Forest Service up to $80,000
15. Closure Request; County Road #4 (Peanut Lake Road); Temporary Road Use Agreement; Elk Run 5K; 7:00 am to 1:00 pm; 9/24/2022
16. Approval for Grant Modification 003; USDS Forest Service Grand Mesa-Uncompahgre-Gunnison (GMUG) National Forest, Gunnison Ranger District; for treatment of noxious and invasive plants along rights-of-way; 6/01/22 – 10/31/2022; increased cost due to cost of treatment, added $5,287.50
17. Employment Agreement; Assistant County Attorney, Sammy Obaid
18. Approval and Signatures; Letter of Transmission for Safety Action Plan Grant application

- County Manager's Reports

8:50 am
- Public Hearing; Adoption of International Wildland Urban Interface Code and Amendments to Gunnison County Land Use Resolution
  1. Resolution; Adopting the *2021 International Wildland Urban Interface Code*
  2. Resolution; Amending the *Gunnison County Land Use Resolution*

9:50 am
- Draft Comments; Crested Butte Community Compass Plan

10:10 am
- Resolution; Approving the Grant Application for a Stewardship Impact Grant from the State Board of the Great Outdoors Colorado Trust Fund and the Implementation of the Gunnison County Sustainable Tourism and Outdoor Recreation Committee Stewardship Program

10:15 am
- Lot Cluster; Lot 132, Blue Mesa Subdivision Unit 1, and adjacent 46.125-acre property within Section 30, Township 47N, Range 3W; Robert Newman; LUC-22-00037

- Boundary Line Adjustment; located within NW ¼ SE ¼ of Section 21, Township 14 South, Range 82 West of the Principal Meridian, Gunnison County; Taylor Park LLC and Raymond Beethe; LUC-22-00015

BREAK

10:25 am
- Resolution; Rescinding the Continuation of an Emergency in Gunnison County, Colorado Due to the Sylvester Gulch Fire (Formerly the Somerset Coal Seam Fire)

10:28 am
- Approval for Letter of Recommendation for John Cattles; to Chris Piper, Legislative Liaison and Policy Analyst, Colorado Energy Office

10:30 am
- Appointment; Gunnison Valley Transportation Planning Region; Alternate Representative
- Rural Welcoming Week

10:40 am
- Unscheduled Citizens: Limit to 5 minutes per item. No formal action can be taken at this meeting.
- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Executive Session, pursuant to C.R.S. § 24-6-402 (4)(e)(I): Determining Positions Relative to Matters That May Be Subject to Negotiations, Developing Strategy for Negotiations Related to Real Property Located in Gunnison County, Colorado
- Adjourn

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

ZOOM MEETING DETAILS:
Join Zoom Meeting: https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNrRVdDemZJdC91aVBlZz09

Meeting ID: 827 5365 7556
Passcode: 471302
One tap mobile
+12532158782,,82753657556#,,,,*471302# US (Tacoma)
+13462487799,,82753657556#,,,,*471302# US (Houston)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Assessor's 2022 Report to the CBOE

Action Requested: Other County Board of Equalization Review

Parties to the Agreement:

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

Summary:

Assessor presents statutory CBOE reports for 2022

Fiscal Impact: None

Submitted by: William Spicer **Submitter's Email Address:** wspicer@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 8/31/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 9/6/2022

Revised April 2015

Assessor's Office
221 N. Wisconsin St., Suite A
Gunnison, CO 81230

August 30th, 2022

Gunnison County Board of Equalization
200 E. Virginia Ave.
Gunnison, CO 81230

Board Members,

I hereby submit the following report for the Real & Personal Property protest periods for 2022:

The numbers are as follows:	Real	Adjusted	=	41
		Denied	=	320*
		Total	**=**	**361**

(*includes 280 individual accounts appealed by Boxer F2 LP for Elevation Hotel)

Personal	Adjusted	=	0
	Denied	=	0
	Total	**=**	**0**

An abstract of the ***approximate*** assessed value for Gunnison County is as follows:

$777,000,000. Real property assessed value (including State Assessed)
$ 51,500,000. Personal property assessed value (including State Assessed)
_____
$828,500,000. Total approximate assessed value

Sincerely,



Kristy McFarland
Gunnison County Assessor

2022 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202200055	R031797	1000 NMS LLC	BBLACKETT	Deny	2,574,660	2,574,660	0
202200053	R002465	725 SOUTH 9TH STREET LLC	BBLACKETT	Deny	389,780	389,780	0
202200062	R072550	APERTURE 15 LLC	ACOHEN	Adjust	1,533,800	1,531,180	-2,620
202200059	R003490	ATTAWAY SUE E	ACOHEN	Adjust	1,043,730	1,240,530	196,800
202200086	R025260	AYER AND AYER REAL ESTATE LLC	CNUTGRASS	Adjust	434,410	6,280	-428,130
202200087	R013524	AYER AND AYER REAL ESTATE LLC	CNUTGRASS	Adjust	361,010	11,500	-349,510
202200067	R003068	BAUMM ERIC M	ACOHEN	Deny	953,530	953,530	0
202200033	R001502	BENNETT ACQUISITIONS LLC	BBLACKETT	Deny	691,670	691,670	0
202200069	R041992	BIENASZ STANLEY M	ACOHEN	Deny	3,421,780	3,421,780	0
202200010	R011619	BOWLIN GENE E AND NANCY S REVOCABLE LIVING TRUST	ACOHEN	Adjust	7,230	3,210	-4,020
202200076	R044717	BOXER F2 LP	BBLACKETT	Deny	563,200	563,200	0
202200076	R044698	BOXER F2 LP	BBLACKETT	Deny	572,460	572,460	0
202200076	R044699	BOXER F2 LP	BBLACKETT	Deny	575,640	575,640	0
202200076	R044701	BOXER F2 LP	BBLACKETT	Deny	903,830	903,830	0
202200076	R044702	BOXER F2 LP	BBLACKETT	Deny	247,100	247,100	0
202200076	R044703	BOXER F2 LP	BBLACKETT	Deny	1,695,530	1,695,530	0
202200076	R044704	BOXER F2 LP	BBLACKETT	Deny	503,210	503,210	0
202200076	R044705	BOXER F2 LP	BBLACKETT	Deny	509,050	509,050	0
202200076	R044706	BOXER F2 LP	BBLACKETT	Deny	1,055,940	1,055,940	0
202200076	R044707	BOXER F2 LP	BBLACKETT	Deny	516,500	516,500	0
202200076	R044708	BOXER F2 LP	BBLACKETT	Deny	505,370	505,370	0
202200076	R044709	BOXER F2 LP	BBLACKETT	Deny	1,095,220	1,095,220	0
202200076	R044710	BOXER F2 LP	BBLACKETT	Deny	2,099,780	2,099,780	0
202200076	R044711	BOXER F2 LP	BBLACKETT	Deny	998,450	998,450	0
202200076	R044712	BOXER F2 LP	BBLACKETT	Deny	168,430	168,430	0
202200076	R044713	BOXER F2 LP	BBLACKETT	Deny	314,610	314,610	0
202200076	R044714	BOXER F2 LP	BBLACKETT	Deny	497,510	497,510	0
202200076	R044715	BOXER F2 LP	BBLACKETT	Deny	1,090,170	1,090,170	0
202200076	R044716	BOXER F2 LP	BBLACKETT	Deny	208,990	208,990	0
202200076	R044718	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202200076	R044719	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202200076	R044720	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202200076	R044721	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202200076	R044722	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044723	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044724	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044725	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0

2022 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202200076	R044726	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044727	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044728	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044729	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044730	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044731	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044732	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044733	BOXER F2 LP	BBLACKETT	Deny	36,490	36,490	0
202200076	R044734	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044735	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044736	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202200076	R044737	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202200076	R044738	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202200076	R044739	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202200076	R044740	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044741	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044742	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044743	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044744	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044745	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044746	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044747	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044748	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044749	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044750	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044751	BOXER F2 LP	BBLACKETT	Deny	36,490	36,490	0
202200076	R044752	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044753	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044754	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044755	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044756	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044757	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044758	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044759	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044760	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044761	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202200076	R044762	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202200076	R044763	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0

2022 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202200076	R044764	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202200076	R044765	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202200076	R044766	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202200076	R044767	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202200076	R044768	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202200076	R044769	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044770	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044771	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044772	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044773	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044774	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044775	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044776	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044777	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044778	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044779	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044780	BOXER F2 LP	BBLACKETT	Deny	36,490	36,490	0
202200076	R044781	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044782	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044783	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044784	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202200076	R044785	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044786	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044787	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044788	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044789	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044790	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044791	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044792	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202200076	R044793	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044794	BOXER F2 LP	BBLACKETT	Deny	34,700	34,700	0
202200076	R044795	BOXER F2 LP	BBLACKETT	Deny	21,310	21,310	0
202200076	R044796	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202200076	R044797	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044798	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044799	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044800	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044801	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0

2022 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202200076	R044802	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044803	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044804	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202200076	R044805	BOXER F2 LP	BBLACKETT	Deny	38,060	38,060	0
202200076	R044806	BOXER F2 LP	BBLACKETT	Deny	33,360	33,360	0
202200076	R044807	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044808	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044809	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044810	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044811	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044812	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044813	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044814	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044815	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044816	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044817	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044818	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044819	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044820	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202200076	R044821	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202200076	R044822	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202200076	R044823	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202200076	R044824	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202200076	R044825	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202200076	R044826	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202200076	R044827	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202200076	R044828	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044829	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044830	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044831	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044832	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044833	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044834	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044835	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044836	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044837	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044838	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044839	BOXER F2 LP	BBLACKETT	Deny	36,490	36,490	0

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202200076	R044840	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044841	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044842	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044843	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202200076	R044844	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044845	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044846	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044847	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044848	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044849	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044850	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044851	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202200076	R044852	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044853	BOXER F2 LP	BBLACKETT	Deny	34,700	34,700	0
202200076	R044854	BOXER F2 LP	BBLACKETT	Deny	21,310	21,310	0
202200076	R044855	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202200076	R044856	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044857	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044858	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044859	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044860	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044861	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044862	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044863	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202200076	R044864	BOXER F2 LP	BBLACKETT	Deny	38,060	38,060	0
202200076	R044865	BOXER F2 LP	BBLACKETT	Deny	33,360	33,360	0
202200076	R044866	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044867	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044868	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044869	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044870	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044871	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044872	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044873	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044874	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044875	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044876	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044877	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0

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202200076	R044878	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044879	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202200076	R044880	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202200076	R044881	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202200076	R044882	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202200076	R044883	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202200076	R044884	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202200076	R044885	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202200076	R044886	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202200076	R044887	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044888	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044889	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044890	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044891	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044892	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044893	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044894	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044895	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044896	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044897	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044898	BOXER F2 LP	BBLACKETT	Deny	36,490	36,490	0
202200076	R044899	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044900	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044901	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044902	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202200076	R044903	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044904	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044905	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044906	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044907	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044908	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044909	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044910	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202200076	R044911	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044912	BOXER F2 LP	BBLACKETT	Deny	34,700	34,700	0
202200076	R044913	BOXER F2 LP	BBLACKETT	Deny	21,310	21,310	0
202200076	R044914	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202200076	R044915	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0

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202200076	R044916	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044917	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044918	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044919	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044920	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044921	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044922	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202200076	R044923	BOXER F2 LP	BBLACKETT	Deny	38,060	38,060	0
202200076	R044924	BOXER F2 LP	BBLACKETT	Deny	33,360	33,360	0
202200076	R044925	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044926	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044927	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044928	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044929	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044930	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044931	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044932	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044933	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044934	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044935	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044936	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044937	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044938	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202200076	R044939	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202200076	R044940	BOXER F2 LP	BBLACKETT	Deny	71,810	71,810	0
202200076	R044941	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044942	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044943	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044944	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202200076	R044945	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044946	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044947	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044948	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044949	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044950	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044951	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044952	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202200076	R044953	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0

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APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202200076	R044954	BOXER F2 LP	BBLACKETT	Deny	34,700	34,700	0
202200076	R044955	BOXER F2 LP	BBLACKETT	Deny	21,310	21,310	0
202200076	R044956	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202200076	R044957	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044958	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044959	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044960	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044961	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044962	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044963	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044964	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202200076	R044965	BOXER F2 LP	BBLACKETT	Deny	38,060	38,060	0
202200076	R044966	BOXER F2 LP	BBLACKETT	Deny	33,360	33,360	0
202200076	R044967	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044968	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044969	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044970	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044972	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044973	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044974	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044975	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044976	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044977	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044978	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200076	R044979	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202200092	R013612	BROWNSON KANDI & GARY	ACOHEN	Adjust	408,840	179,430	-229,410
202200099	R012383	CAMERON KATHY	CNUTGRASS	Deny	250,990	250,990	0
202200077	R073294	COBURN WILLIAM E II	ACOHEN	Deny	381,500	381,500	0
202200078	R073295	COBURN WILLIAM E II	ACOHEN	Deny	378,060	378,060	0
202200079	R073296	COBURN WILLIAM E II	ACOHEN	Deny	375,640	375,640	0
202200004	R044150	DEL TREDICI PATRICIA FRANCESCA LIVING TRUST	ACOHEN	Deny	457,170	457,170	0
202200023	R003080	ELK MOUNTAIN LODGE AT CRESTED BUTTE LLC	BBLACKETT	Deny	2,155,750	2,155,750	0
202200031	R043207	FOSSEL STEVEN L	ACOHEN	Deny	984,500	984,500	0
202200056	R071121	FOX STEVE P	ACOHEN	Adjust	15,060	15,060	0
202200032	R003717	GIBB THOMAS DALE AND GIBB GAYLE JENNINGS REVOCABLE QUALIFIED	BBLACKETT	Adjust	501,500	284,960	-216,540
202200071	R072625	GOODART JAMES MICHAEL LIVING TRUST	ACOHEN	Adjust	1,028,470	787,620	-240,850
202200093	R011749	GREEN DREW	ACOHEN	Deny	337,290	337,290	0

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202200049	R044428	GUERRIERI BURT	CNUTGRASS	Adjust	184,280	760	-183,520
202200019	R002250	GUNNISON SUN SPORTS LLC	BBLACKETT	Deny	743,570	743,570	0
202200020	R002257	GUNNISON SUN SPORTS LLC	BBLACKETT	Deny	374,480	374,480	0
202200021	R070475	GUNNISON SUN SPORTS LLC	BBLACKETT	Deny	102,930	102,930	0
202200002	R043580	HEISENBERG DOROTHEE	ACOHEN	Deny	1,076,460	1,076,460	0
202200028	R043914	HELVEY GREGG ALLEN	ACOHEN	Adjust	798,930	585,080	-213,850
202200027	R043913	HELVEY MARGAUX STUART	ACOHEN	Adjust	758,270	736,870	-21,400
202200094	R071515	JACKSON SHAW TAYLOR RIVER RANCH LLC	ACOHEN	Deny	720,820	720,820	0
202200098	R041290	JACKSON SHAW TAYLOR RIVER RANCH LLC	ACOHEN	Deny	283,640	283,640	0
202200100	R041308	JACKSON SHAW TAYLOR RIVER RANCH LLC	ACOHEN	Deny	23,620	23,620	0
202200101	R041311	JACKSON SHAW TAYLOR RIVER RANCH LLC	ACOHEN	Deny	2,790	2,790	0
202200102	R041317	JACKSON SHAW TAYLOR RIVER RANCH LLC	ACOHEN	Deny	971,390	971,390	0
202200103	R045515	JACKSON SHAW TAYLOR RIVER RANCH LLC	ACOHEN	Deny	550	550	0
202200104	R045516	JACKSON SHAW TAYLOR RIVER RANCH LLC	ACOHEN	Deny	540	540	0
202200051	R032077	KENT CHRISTOPHER S	CNUTGRASS	Adjust	138,100	5,110	-132,990
202200015	R043070	KLEINSASSER BENJAMIN	ACOHEN	Deny	159,110	159,110	0
202200083	R003580	KOEHLER THOMAS J	ACOHEN	Adjust	750,060	715,960	-34,100
202200025	R009612	LABELLE DAVID BERNARD	ACOHEN	Adjust	76,780	65,260	-11,520
202200090	R025205	LOFTIS JEFFREY STEPHEN	CNUTGRASS	Adjust	129,280	126,670	-2,610
202200005	R033104	LYPPS ROXIE J	BBLACKETT	Deny	349,170	349,170	0
202200081	R032217	MATUSEWICZ SHAUN	ACOHEN	Adjust	510,070	418,580	-91,490
202200072	R002214	MCDERMOTT N JAMES	BBLACKETT	Deny	518,610	518,610	0
202200061	R043233	MCFT HOLDINGS LLC	ACOHEN	Deny	2,931,780	2,931,780	0
202200003	R008485	MERRIFIELD STEVEN L	ACOHEN	Adjust	1,105,810	926,010	-179,800
202200058	R073710	MORRIS HAROLD J AND MORRIS CECIL H REVOCABLE LIVING TRUST	ACOHEN	Adjust	775,520	731,970	-43,550
202200022	R003695	NASSO CHRIS	ACOHEN	Deny	114,250	114,250	0
202200054	R044579	ONE STONEGATE LLC	ACOHEN	Adjust	1,843,390	1,609,310	-234,080
202200066	R015430	PARK HONGIN	ACOHEN	Deny	705,290	705,290	0
202200074	R026747	POLSTER CAMILLE MARIE	ACOHEN	Deny	674,160	674,160	0
202200085	R032446	RB2 PRODUCTIONS LLC	CNUTGRASS	Deny	110,860	110,860	0
202200008	R044081	REEVES TAYLOR SCHEURER	ACOHEN	Adjust	731,630	266,440	-465,190
202200046	R033562	RIBBENS M KELLEY	ACOHEN	Deny	69,920	69,920	0
202200047	R033563	RIBBENS M KELLEY	ACOHEN	Deny	69,920	69,920	0
202200048	R033564	RIBBENS M KELLEY	ACOHEN	Deny	66,420	66,420	0
202200097	R045500	RIO WILDER 4 LLC	ACOHEN	Deny	2,106,770	2,106,770	0
202200050	R028068	SHERMAN ROGER S	ACOHEN	Adjust	4,241,650	3,458,490	-783,160
202200095	R017622	SL213LLC	ACOHEN	Adjust	194,410	174,970	-19,440

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202200082	R032998	SLATER TIMOTHY J & RENEE L SLATER	ACOHEN	Adjust	3,400	3,970	570
202200075	R010429	STONE JESSE THOMAS	ACOHEN	Deny	970,010	970,010	0
202200107	R073776	TALBOT JAMES R	ACOHEN	Deny	156,520	156,520	0
202200030	R033211	TETER RANDALL N	ACOHEN	Adjust	58,120	108,480	50,360
202200096	R073290	TILLGER MAGDALENE EVE DREWNOWSKI	BBLACKETT	Deny	369,440	369,440	0
202200035	R071735	TRAVIS OMIAH	CNUTGRASS	Adjust	9,000	360	-8,640
202200039	R014243	TRAVIS OMIAH	CNUTGRASS	Adjust	9,000	2,830	-6,170
202200040	R014244	TRAVIS OMIAH	CNUTGRASS	Adjust	18,000	5,660	-12,340
202200042	R014245	TRAVIS OMIAH	CNUTGRASS	Adjust	9,000	2,830	-6,170
202200043	R014246	TRAVIS OMIAH	CNUTGRASS	Adjust	9,000	2,830	-6,170
202200044	R070744	TRAVIS OMIAH	CNUTGRASS	Adjust	9,000	700	-8,300
202200045	R070743	TRAVIS OMIAH	CNUTGRASS	Adjust	9,000	320	-8,680
202200036	R014238	TRAVIS OMIAH K	CNUTGRASS	Adjust	9,000	2,830	-6,170
202200037	R014242	TRAVIS OMIAH K	CNUTGRASS	Adjust	27,000	8,480	-18,520
202200038	R014262	TRAVIS OMIAH K	CNUTGRASS	Adjust	18,000	5,660	-12,340
202200024	R030972	VALENTINE ROBERT R	ACOHEN	Adjust	2,637,860	2,281,320	-356,540
202200088	R009830	VAN ZANDT ALEXANDRA	CNUTGRASS	Adjust	541,800	577,030	35,230
202200065	R026333	VANGAVREE ROBERT	ACOHEN	Deny	124,680	124,680	0
202200063	R073947	WATTLES ROBERT B	BBLACKETT	Adjust	690,090	642,040	-48,050
202200064	R073948	WATTLES ROBERT B	BBLACKETT	Adjust	486,490	311,500	-174,990
202200084	R071013	WENMAN JOAN	CNUTGRASS	Adjust	580,710	624,720	44,010
202200026	R071457	WYMAN SUSAN A	BBLACKETT	Adjust	1,081,080	834,000	-247,080

2022 Failure to Report Personal Property

ACCOUNT NO	OWNER
P071352	200 SOPRIS LLC
P072685	330 BELLEVIEW LLC
P072449	330 BELLEVIEW LLC
P072684	330 BELLEVIEW LLC
P072448	330 BELLEVIEW LLC
P011083	BIRDSEY ENTERPRISES LLC
P006873	BRIGHTON HOSPITALITY GROUP LLC
P073212	BUCKEL FAMILY WINE
P072509	CB MOBILE MIX CONCRETE LLC
P071237	CB MOTORSPORTS
P073964	COLORADO ADVENTURES RENTALS LLC
P073965	COLORADO ADVENTURES RENTALS LLC
P052494	CONCRETE SYSTEMS INC
P002565	CRESTED BUTTE CLUB LLC
P072681	CRESTED BUTTE CLUB LLC
P071433	DCC PROPANE LLC
P072943	DCC PROPANE LLC
P072951	DCC PROPANE LLC
P072948	DCC PROPANE LLC
P072947	DCC PROPANE LLC
P073680	DCC PROPANE LLC
P072941	DCC PROPANE LLC
P072944	DCC PROPANE LLC
P072945	DCC PROPANE LLC
P072953	DCC PROPANE LLC
P072950	DCC PROPANE LLC
P072946	DCC PROPANE LLC
P072942	DCC PROPANE LLC
P072940	DCC PROPANE LLC
P072949	DCC PROPANE LLC
P073210	DCC PROPANE LLC
P071042	GRIGGS ORTHOPEDICS
P071640	GRIGGS ORTHOPEDICS
P006787	GUNNISON GOLF CLUB INC
P071639	HIGH ALPINE BREWING
P072351	ICE HOUSE LLC
P050808	LACY CONSTRUCTION COMPANY LTD
P070491	MONTANYA DISTILLERY
P071402	NORTH FORK ENERGY LLC
P015791	OXBOW MINING LLC
P011085	PIONEER RESORT LLC
P073581	PITAS IN PARADISE
P051667	PITAS IN PARADISE
P072426	RIVERS EDGE PROPERTY LLC
P000785	S3 RED ARROW LLC
P000409	S3D LLC

2022 Failure to Report Personal Property

ACCOUNT NO	OWNER
P072683	SCARP RIDGE LLC
P072429	SCARP RIDGE LLC
P006778	TAYLOR RIVER CANYON LLC
P073008	THE DIVVY
P071593	TWO KINDS OF SPURS LLC
P026480	UDEV PROPERTIES LLC
P051828	V & J HOSPITALITY LLC
P006776	WAUNITA HOT SPRINGS RANCH INC
P027478	WOOD PRODUCT SIGNS RECYCLE PLUS, INC.

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

September 6 – October 11, 2022 – September 20, 2022
As of 8/12/2022

Board of County Commissioners

1. **BOCC Regular Meeting**
   September 6, 2022, All Day @ BOCC Boardroom
   More Details

2. **Joint Work Session; Gunnison County Board of County Commissioners and the Gunnison County Planning Commission**
   September 8, 2022, 9:00 AM @ Planning Commission Room
   Jaynes subdivision
   More Details

3. **BOCC Work Session**
   September 13, 2022, All Day @ BOCC Boardroom
   More Details

4. **BOCC Regular Meeting**
   September 20, 2022, All Day @ BOCC Boardroom
   More Details

5. **BOCC Work Session**
   September 27, 2022, All Day @ BOCC Boardroom
   More Details

6. **BOCC Regular Meeting**
   October 4, 2022, All Day @ BOCC Boardroom
   More Details

7. **Mayors & Managers Meeting - Hosted by Gunnison County**
   October 6, 2022, 12:00 PM - 1:30 PM
   More Details

8. **BOCC Work Session**
   October 11, 2022, All Day @ BOCC Boardroom
   More Details

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes: July 5, 2022 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 regular meeting minutes of July 5, 2022.

Fiscal Impact:

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. MH will need to sign. ASFR 9.2.22

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser Discharge Date: 9/2/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

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

Agenda Date: 9/6/2022

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
July 5, 2022

The July 5, 2022 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
Roland Mason, Vice-Chairperson [REMOTE]	Melanie Bollig, Deputy County Clerk
Liz Smith, Commissioner	Others Present as Listed in Text

GUNNISON / HINSDALE BOARD OF HUMAN SERVICES:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:30 am. He noted that the Board of Human Services needed to convene in order to approve this one contract only.

Assistant County Manager for Human, Health & Safety Services Joni Reynolds and Hinsdale County Commissioner Levine were not able to be present.

CA Hoyt confirmed that the contract was legally sufficient.

CONSENT AGENDA: **Moved** by Commissioner Smith, seconded by Chairperson Mason, to approve the Consent Agenda, as presented. Motion carried by the three Gunnison County Commissioners present.

1. Extension of Term; Option Letter #1, Department of Health Care Policy and Financing; for Hinsdale County incentives, Health Care Policy and Financing (HCPF), Medicaid; State Fiscal Year 2023; $6,072.29

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: There were no changes needed to the agenda.

SCHEDULING: There were no changes needed to the schedule. Commissioner Smith informed the Board that she would not be able go to next Thursday's Mayors & Managers meeting in Pitkin, as she would be attending the Southwest Colorado Opioid Regional Council meeting at the same time. Commissioner Houck stated that he had already let the Mayor of Pitkin know that he would be at a meeting in Montrose for the GMUG Forest Plan Revision. Commissioner Mason stated that he might be able to attend, if he passes COVID protocols by then. County Manager Birnie confirmed that he would be attending.

CONSENT AGENDA: Commissioner Smith requested to remove Item #9 from the consent agenda for further discussion. Chairperson Houck **moved** to approve the Consent Agenda with Items #1 through #8, as presented that morning. Commissioner Smith seconded. Motion carried unanimously.

1. Colorado Department of Public Health and Environment (CDPHE); Option Letter #1, 2022* 0237; Extension Term, providing uniform, statewide administration of environmental health services, for retail food establishments, child care facilities, and schools; 7/01/2022 - 6/30/2023; $15,000
2. Funding Agreement; Parent Possible; Gunnison County Health and Human Services; Startup costs for the Parents as Teachers (PAT) program in Gunnison and Hinsdale Counties; 6/23/2022 - 9/30/2022; $7,500 from The Daniels Fund
3. Provider Agreement; RE1J School District; Juvenile Services Department; to assist the District in promoting Social Emotional Learning and mental health; 7/01/2022 - 5/30/2023; $50,000
4. Letter of Support request; Bureau of Reclamation Grant Application; Gunnison County Electric Association; for funding and development of the proposed Taylor River hydroelectric facility
5. Professional Services Agreement; Houseal Lavigne Associates; City and County of Gunnison; for creation of North Gunnison area Master Plan; effective 7/5/2022 - 10/15/2023, unless sooner terminated; County portion up to $73,410
6. Extension of Term; Option Letter #1, Department of Health Care Policy and Financing; for Gunnison County incentives, Health Care Policy and Financing (HCPF), Medicaid; State Fiscal Year 2023; $18,509.67
7. USDA, Forest Service Grand Mesa, Uncompahgre, and Gunnison (GMUG) National Forests; Cooperative Law Enforcement Annual Operating Plan & Financial Plan; Gunnison County Sheriff's Office; effective upon last date signed until 12/31/2022; up to $5,500
8. Colorado Department of Military and Veterans Affairs Grant Award; Gunnison County Veterans Services; for qualifying veteran services, including dental care and treatment reimbursement; 7/01/2022 - 6/15/2023; $35,000

PULLED FOR FURTHER REVIEW, CONSENT ITEM #9:

9. **Intergovernmental Weed Agreement regarding Undesirable Plant Management 2022; Gunnison County, Saguache County, Hinsdale County, Town of Crested Butte, Town of Mt. Crested Butte, Town of Pitkin, City of Gunnison; to govern the relationship for the management of undesirable plants; 1/01/2022 - 12/31/2022**

Commissioner Smith invited Deputy County Manager Marlene Crosby to speak regarding this IGA for weed management. DCM Crosby explained that all parties have signed the agreement, noting that the Town of Mt. Crested Butte would not be signing this year, as they had arranged a private agreement with someone licensed for landscape weed management. She then listed the rest who had signed the agreement with Gunnison County, as: Saguache County, Hinsdale County, Town of Crested Butte, Town of Pitkin, and the City of Gunnison.

County Attorney Matt Hoyt advised that the IGA needed to have the Town of Mt. Crested Butte removed from the agreement for 2022.

Upon CA Hoyt's advice, Commissioner Smith **moved** to approve No. 9 in the consent agenda – Intergovernmental Weed Agreement regarding Undesirable Plant Management in 2022, contingent on an amendment that is going to remove the Town of Mt. Crested Butte from that agreement, and to authorize the County's Manager to sign the amended agreement on behalf of the Board. Commissioner Mason seconded. Motion carried unanimously.

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

1. **Ratification of County Manager's Signature; First Amendment to Site and Improvement Lease Agreement; Site Lease Instrument No. 658635; Dated 6/30/2022.**
2. **Ratification of County Manager's Signature; First Amendment to Lease Purchase Agreement; Site Lease Instrument No. 658636; Dated 6/30/2022.** County Manager Birnie explained that the first two items on his report were pursuant to the County's purchase of property adjacent to the Whetstone parcel, which the County has been developing plans for.

   CM Birnie explained the background for these two documents as a purchase of adjacent land, wherein the new property would be clustered with the County's existing Whetstone property, and then they would carve out a lot for the seller, who wished to retain a portion of his land. For this to work, the County needed to give a few hundred square feet of the Whetstone parcel to the seller for his lot. By doing so, however, it changed the collateral on financing for the Whetstone parcel; the two documents before the Board were instruments which reflected that change.

   Since this had not come to the Board beforehand, CM Birnie added that he had brought this before them to make sure that they were aware of the circumstances and to go ahead and ratify his signature. He also stated that the closing should be sometime that week.

   Chairperson Houck noted that this was within the scope of the County Manager's authority, but appreciated him bringing the purchase to their attention. With no questions from the Board, Chairperson Houck then **moved** to ratify the County Manager's signature on both documents presented that day under the County Manager's report. Seconded by Commissioner Smith. Motion carried unanimously.
3. Offered the CFO position to Perry Solheim. CM Birnie let the Board know that Perry Solheim had accepted the position of Chief Financial Officer, and they would be putting out a formal announcement right away. He highlighted that Perry was currently the Finance Director for the Mt. Crested Butte Water and Sanitation District, a former professor at Western Colorado University, and had supervised the funds for the Southern Utes Investment Fund; CM Birnie felt that this would be a very good fit and was excited to have Perry on board.
4. Martin Schmidt to start on a part-time basis next week as Assistant County Manager for Public Works. CM Birnie noted that Martin would be part-time in July and transitioning to full-time in August. He added that Perry would also be starting part-time in a similar way this month, and then transitioning to full-time in August.
5. Contacted by the Colorado Aeronautics Board. CM Birnie stated that the Board had reached out to him, saying they had heard good things about the County's airport project and in general, and had asked to host their next meeting in Gunnison on August 30-31. He noted that the Board was particularly interested in the fact that an airport as small as ours was able to do so much with sustainability, ground source heat exchange, and the solar – ahead of other airports statewide.
6. Contacted by the International City/County Management Association (ICMA). CM Birnie explained that they wished to produce a 5-minute vignette on Gunnison County. He noted that there would be a cost to this high-quality production, but that he did not know all the particulars and would be getting back to the Board as soon as he had more information.
7. Received the June 2022 Building Permits report. CM Birnie informed the Board that the report showed $14.3 million in permitted valuations for the month of June, which included some very large projects. He noted this was equal to what had been seen annually before.
8. Library progress. After a brief observation by Chairperson Houck on the visual progress at the new library, CM Birnie noted that the opening would probably be in early September; however, there were supply issues slowing progress down so that the date could not be released yet. He added that he would send an email out to the Board when the date was set.

DEPUTY COUNTY MANAGER'S REPORTS AND PROJECT UPDATES: Deputy County Manager Marlene Crosby was present in the room to give her report.

1. **Contractor Agreement; Steincrusher, LLC; for crushing services for Gunnison County; 6/08/2022 – 12/31/2022; $6 per ton, plus $10,000 mobilization fee for Watson Flats pit, and $5.35 per ton, plus $10,000 mobilization fee for Taramarcaz pit**. DCM Crosby explained that it would be good to have this crusher at the Watson Flats pit, as this pit had very hard rock. She also noted that it would be considerably cheaper to do the crushing in place rather than have the County buy materials and then haul it.

   With approval from the Board, Commissioner Smith **moved** to approve the Contractor Agreement with Steincrusher LLC, for crushing services for Gunnison County, and to authorize the Chair's signature stamp on the agreement. Chairperson Houck seconded the motion. Motion carried unanimously.
2. **USFS Contract for the Sale of Mineral Materials; for Sand and Gravel at Watson Flats Pit; June 29, 2022 - 6/29/2032; estimate, less than $10 per ton**. DCM Crosby introduced this contract by giving "kudos" to the Paonia Ranger District. She stated that it would usually take months to get a contract like this through, and instead, they were able to deliver it to the County in two weeks' time. DCM Crosby also clarified that this free use permit would not be totally free. She explained that the Forest Service had the right to ask for up to 10% of what is crushed to be for the Forest Service. She advised that they would be asking for it, because the FS was planning to work on the cliff trail at Horse Ranch Park, as well as put gravel on the Lost Lake road.

   With no questions from the Board, it was **moved** by Commissioner Smith to approve the United Stated Forest Service Contract for the Sale of Mineral Materials for Sand and Gravel at Watson Flats Pit. Seconded by Commissioner Houck. Motion carried unanimously.
3. Working with White River National Forest District Ranger Kevin Warner. DCM Crosby informed that Board that they were getting ready to sign an approval for Marble quarry to move ahead with the replacement of concrete culverts at Mud Gulch, which had washed out last year; North Star Surveying out of Gunnison would be doing the survey work for the quarry. DCM Crosby hoped to be able to sign the letter of approval that week so they could get started on the project.
4. Update on the Whitewater Park. DCM Crosby wished to report that she had visited the park mid-afternoon on Monday, July 4th, and noted 77 cars parked at the whitewater park, as well trailers parked all along the road. She further noted a diverse group of people at the features no. 1, 2, and 3: 15 surfers at feature 1, and over 100 rafters, paddleboarders, fishermen, and people picnicking at features 2 and 3.

TOWN OF CRESTED BUTTE; UNITED STATES POSTAL SERVICE FACILITY LOCATION: Assistant County Manager for Community & Economic Development Cathie Pagano was not able to be present at this meeting.

Chairperson Houck introduced this item by briefly noting that there was a letter of input that Crested Butte and Mt. Crested Butte wished to submit to the USPS, offering possible solutions for a facility location. This would be signed by the BOCC Chairperson, as well as by both Mayors of Mt. Crested Butte and Crested Butte.

Commissioner Mason informed the Board that he had done some outreach to a Crested Butte councilperson and found that the council would be deciding on the letter that night. Commissioner Mason had wished to reach out because he was interested in the open area at Sixth Street and Gothic Avenue noted in the letter. He found that the area is a vacant lot east of the softball field. He added that he felt that it made sense for the post office to move off of Elk Avenue.

With all the Board expressing support for the letter, Chairperson Houck then **moved** to authorize the use of the Chair's stamp on the letter and support the endeavor for the relocation of the post office in Crested Butte. Commissioner Smith seconded. Motion carried unanimously.

CHANGE OF AGENDA: Houck elected to begin Commissioner Items until the next item scheduled for 9:10 am, in order for staff to be present.

COMMISSIONER ITEMS:

Commissioner Smith

1. Attended a State Noxious Weed Advisory Committee meeting in Boulder on Tuesday last week. Commissioner Smith explained that the committee has discussed the potential for developing a state-wide position for a coordinator for weed management, to be supported by multi-agencies in weed mitigation. She noted the Department of Agriculture was interested in this idea and wanted to look into whether they could add this position and reduce duplication of this type of effort across the state.

   Commissioner Smith added that she had also talked with another person she had met through Colorado Counties Inc (CCI) – Kathy Reynolds from CSU – to see if the University might be able to have a coordinator/facilitator position. Commissioner Smith noted that there was some enthusiasm from that quarter as well, so she was hopeful that a connection like this for the coordinator position might be possible.

2. Counties and Commissioners Acting Together (CCAT) and Colorado Counties Inc (CCI) conversations. Commissioner Smith highlighted that these two agencies were now discussing the need for data management coordination for opioid regional councils statewide. She noted that, earlier in the year, she had brought up her concerns regarding duplication in data collection among the different opioid regional councils, and the need to consolidate efforts in order to be more efficient and cost effective. She added that she had also spoken with Cristen Bates from the Colorado Department of Health Care Policy and Financing (HCPF), who would be a liaison and talk to the other state departments about this need. Commissioner Smith noted that they were hoping to get a webinar meeting together through CCI to consolidate discussion and make sure all are on the same page, and stated that she felt they were moving closer to solutions on this issue.
3. Toured lodging establishments around Blue Mesa and the City of Gunnison. Commissioner Smith reported that the week before last, she had spent over six hours touring the area lodging establishments. She stated that the south end of the valley was definitely seeing some of the trends forecast earlier by TAPP, and she believed that most of her questions/observations would be best suited for conversation with the local marketing district (LMD).
4. Welcoming America Initiative moving forward. Commissioner Smith stated that she would be helping to connect the business community into this initiative at that week's Chamber of Commerce meeting.

Commissioner Mason

1. Attended the last Lead King Loop stakeholder meeting. Commissioner Mason outlined that this meeting had been a two-day work session, of which he was only able to attend on the second day. He stated that he had given input to the group, letting them know that the County was not interested in keeping the road open in perpetuity without any kind of changes. Recommendations were made by several different user groups, with some of the recommendations including: a) option for installing a "gatekeeper" at the base of Daniel's Hill, letting visitors know that if their vehicle could not clear this gatekeeper feature, then they should not be travelling on the road any further; b) creating a separate hiking trail specifically over the Daniel's Hill section to limit user impact somewhat; c) adding a noise ordinance to the area, that would include education and enforcement, and; d) creating better parking and management. To the issue of parking, Commissioner Mason noted that the Forest Service had stated there was not enough use to warrant a full-on reservation system; they felt that the reduction could be done through parking.

   Commissioner Mason also added that he had gone again with District Ranger Keven Warner to look at the parking. After reviewing several areas, Commissioner Mason stated that he felt there was an opportunity to create better parking within the County right-of-ways, and possibly for the Forest Service to create a turn-around area. He also noted that the Town of Marble was limiting their parking for trailers to only eight to twelve spots, plus they would be putting up physical barriers to keep this limitation. The Town was also looking into getting their own constable.
2. Attended by phone, last week's Region 10 meeting. Commissioner Mason outlined the topics during the meeting as: celebration plans for Region 10's 50-year anniversary, and; Region 10 now part of the Front Range GigaPop research and education network. Commissioner Mason added that this was a network which Western Colorado University is also a part of, and the Front Range GigaPop network is seeking to add all Western Slope colleges and universities to this network for much faster data transfer between its members.
3. Wild & Scenic designation discussions are coming back. Commissioner Mason wished the Board to know of renewed talks and added that they were spearheaded through Pitkin County. He planned to participate in these conversations.

BOUNDARY LINE ADJUSTMENT; SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PM; ELK HORN RANCH, LLC AND SUSAN AND JERRY ANDERSON; LUC-22-00011: Community Development Administrative Services Manager Beth Baker was not available to present this to the Board, and the plat was not available for signature at this meeting. Upon advice from County Attorney Hoyt, Chairperson Houck noted that this could be brought to the Board again at the next meeting.

ADOPTION OF GUNNISON COUNTY ORDINANCE NO. 20, AN ORDINANCE AMENDING THE PENALTIES SET FORTH IN ORDINANCE NOS. 14 AND 16 REGARDING PROCESS TO PERIODICALLY BAN OPEN FIRES AND IDENTIFICATION OF "RED FLAG" FIRE DAYS: County Attorney Matt Hoyt was present in the room for discussion and any questions from the Board.

CA Hoyt reviewed for the Board that Ordinance No. 20 had been read into the record at a previous meeting as required by state statute, and this last step would be to adopt the ordinance by motion. He highlighted that Ordinance No. 20 modified the penalties for open fires and burns during "red flag" fire days; the Board had approved the increase in penalty amounts to the maximum allowed by law, i.e. to $1,000 for multiple violations, as well as the publication of the ordinance by title.

With no changes desired by the Board, it was **moved** by Commissioner Smith to adopt Gunnison County Ordinance No. 20, An Ordinance Amending the Penalties Set Forth in Ordinance Nos. 14 and 16 Regarding Process to Periodically Ban Open Fires and Identification of "Red Flag" Fire Days. Commissioner Mason seconded. Motion carried unanimously.

CA Hoyt then informed the Board that this should be the last of the ordinances needing adjustment to comply with state statute.

[Refer to the adopted Ordinance No. 20 text at the end of these minutes, under "GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES."]

2023 LEGISLATIVE PRIORITIES: Chairperson Houck asked Commissioner Smith to introduce this discussion.

Commissioner Smith explained that she had asked CM Birnie to add this to the agenda, noting that CCI's legislative deadline was coming up that Friday, July 8th, so that this would be the only opportunity to have a conversation before the deadline. She then outlined that she had met with Jenny from CCI and Executive Director Mark Ferrandino from the Colorado Department of Revenue, regarding Gunnison County's letter submitted to the Division of Taxation rulemaking hearings. She stated that the letter requested that campgrounds continued to be taxed because of the need for local marketing district and lodging tax revenues to aid in mitigation of the impact from visitors that the County was currently experiencing. After talking with ED Ferrandino, she found that the issue for this possible change in taxation had arisen through sales taxes. Commissioner Smith also stated that she felt it would be worthwhile for Gunnison County to continue leading on this issue and putting forth legislation through CCI, for taxation through lodging and local marketing district taxation.

The Board then discussed keeping private campgrounds in the lodging and LMD taxable category. Commissioner Mason stated that he also felt Gunnison County should put this request forward with CCI. Chairperson Houck added that short-term rentals being run solely as a commercial operation should also be tax-assessed, and he noted that this will surely be another legislative issue coming in 2023.

Commissioner Smith concluded by saying she would be happy to put together the submittal to CCI and she would also send it to the Board and CM Birnie for review, comments, and signatures before sending it off. The Board gave approval for her to continue with the submittal.

BLM INVITATION TO PARTICIPATE AS A COOPERATING AGENCY IN PREPARATION FOR A RESOURCE MANAGEMENT PLAN AMENDMENT (RMPA) AND ENVIRONMENTAL IMPACT STATEMENT (EIS); TO CONSIDER AMENDING LAND USE PLANS FOR THE CONSERVATION OF BIG GAME CORRIDOR AND IMPORTANT HABITAT AREAS: Chairperson Houck introduced this to the Board and then asked when the response deadline would be. CA Hoyt replied that it was set for July 10th.

The Board discussed whether they should take on the role of cooperating agency and the Board all approved Gunnison County's participation.

Chairperson Houck **moved** to instruct the County Attorney's Office to respond back to the BLM and confirm Gunnison County's desire to participate as a cooperating agency in the RMPA and EIS land use plans for the conservation of big game corridor and important habitat areas. Commissioner Smith seconded. Motion carried unanimously.

CM Birnie then stated that the County does not have a wildlife biologist on retainer, as they used to have for things like this, so he wished to note that change. CA Hoyt replied that they could certainly make sure the County is not committing resources that they do not currently have; instead, a Colorado Parks and Wildlife expert could be conferred with, and they could rely on their expert opinion to make land use decisions for big game corridor and habitat conservation.

UNSCHEDULED CITIZENS: There was no one present in the room to offer comments; one citizen was available remotely via Zoom.

1. Adam Maestle – Adam stated he was 36 years old and had lived in Gunnison for the last ten years, most of his adult life, and had no other place that he called home. He wanted to know why disabled workers were not welcome at Paintbrush apartments and in the Valley, by his perspective; as a disabled worker who has lived in this car for the past three months, why was it he did not qualify for this newest and biggest development here? Further, he wished to know why there were not more resources for where he could live. He noted that he could pay the market rate for rent, he had references and good credit but because he was a disabled person who could not work full-time, he did not qualify for housing at Paintbrush. If it was illegal here to sleep in your car in the local town jurisdictions and non-county properties, why were there not more homeless shelters here to help. He added that he did not know where he would sleep that night without risking a fine or being harassed by police. He wanted to know, why as a local worker, he was being forgotten and left on the streets.

   Chairperson Houck expressed to Adam that the issue he brought up was very important – it was at the forefront of the County's priorities. He touched briefly on all the Gunnison County towns with jurisdictions of their own not under the County's jurisdiction. Chairperson Houck noted also that the Paintbrush project had been spearheaded by the County, and highlighted that when Adam had previously reached out before for answers, the reply from the County had addressed the issue of Paintbrush specifically; the policies had been developed with the GVRHA and a legal team.

   Chairperson Houck went on to discuss some of the other projects for workers in the Crested Butte area as well, and mentioned that the Gunnison Valley Regional Housing Authority (GVRHA)

did a lot of the initial qualifying for these; he stated that they would be happy to look into the difficulties and barriers which Adam was experiencing for qualification.

Commissioner Mason let Adam know that he was currently Board Chair for the Housing Authority, and he personally knew of people who had been homeless being placed in housing at GardenWalk recently. He also mentioned a new group called Archway, who had just purchased Palisades apartment buildings near the Western campus and they were looking to convert these into affordable housing at 30% - 50% AMI qualifications. He also asked him to contact GVRHA's interim director, Chris Peterson, to work on his qualifying for housing.

Adam let the Commissioners know that most of the affordable housing he had already looked into, and other than Paintbrush, he made too much money to qualify for – even at part time. He stated that there was a pretty big gap in the housing that was offered for people like himself. He listed his barriers as too much income and having a disability, and stated that he was on wait lists for housing all over town, but working disabled with a decent income put him in a large gap area with zero resources.

Commissioner Smith explained that she did note this "no man's land of assistance," and that it was something the collective impact group she was with was currently trying to work on. She emphasized that the AMI issue was difficult, as this is federal funding that they cannot get around. However, she noted that with state funding, they are able to get significantly higher thresholds for qualifying. She emphasized to Adam that she heard him on an emotional level and wanted to tell him, knowing that it didn't help him that day, but she wanted him to know they were working on this gap.

Adam then concluded his comments by stating that secure housing was the ultimate goal, and he recognized that they had all agreed there is a crisis here. He asked if, under these conditions, shouldn't there be an emergency place for homeless persons to be able to park their car without risking fines? He noted that people were doing this anyway and they had to do so illegally; he would love a safe place to park if it was offered.

CM Birnie added that, while the deed restrictions were not perfect, they were put in place to make sure that the workforce was served at the latest Paintbrush property. He then suggested to Adam that his situation put him in a good position to apply for a deed restriction waiver, and he urged him to try this route at various properties and with the GVRHA. Chairperson Houck also encouraged Adam to explore the waiver opportunity and possibly other options available to him with the Housing Authority.

COMMISSIONER ITEMS (cont'd):

Commissioner Houck

1. Met with the Upper Gunnison River Water Conservancy District last Monday evening. Chairperson Houck stated that the meeting was in reference to the Gunnison Public Lands Initiative and the Gunnison Outdoor Resources Protection (GORP) Act.
2. Attended a surprise "Goodbye" send-off for Nancy Chisolm, interim President at Western Colorado University. Chairperson Houck noted he and Commissioner Mason had attended, representing Gunnison County. Nancy was just leaving, as new President Brad Baca assumed his new role last Friday as the 14th President of WCU. Chairperson Houck noted that he looked forward to partnership with President Baca for the benefit of both students and the community. Commissioner Mason added that he would love to see Western's participation with Air Command, and this might be a good opportunity to re-engage with a new president. Chairperson Houck affirmed that he would be adding this to his next conversation with President Baca.
3. Participated remotely on a Counties and Commissioners Acting Together (CCAT) meeting.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of County Commissioners regular meeting at 9:58 am.

BREAK: Chairperson Houck called for a brief break from 9:58 am until 10:05 am.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT:

CALL TO ORDER: Chairperson Houck called the meeting of the Gunnison River Valley Local Marketing District to order at 10:05 am.

Chairperson Houck asked CA Matt Hoyt if they would still need to hold an executive session regarding election ballot language, and CA Hoyt replied that he did recommend the executive session.

EXECUTIVE SESSION PURSUANT TO COLO. REV. STAT. § 24-6-402(4)(B): CONFERENCE WITH THE COUNTY ATTORNEY OR DEPUTY COUNTY ATTORNEY TO RECEIVE LEGAL ADVICE IN RELATION TO SUBMISSION OF BALLOT ISSUES TO VOTERS IN GUNNISON COUNTY RELATED TO TAXATION AND REVENUES UNDER COLORADO LAW: Chairperson Houck **moved** to go into Executive Session Pursuant to Colo. Rev. Stat. § 24-6-402(4)(b), conference with the County Attorney or

Deputy County Attorney to receive legal advice in relation to submission of ballot issues to voters in Gunnison County related to taxation and revenues under Colorado Law. The participants in the Executive Session would be Commissioner Houck, Commissioner Mason, Commissioner Smith, County Manager Matthew Birnie, County Attorney Matthew Hoyt, and Deputy County Attorney Alex San Filippo-Rosser. 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 10:08 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(4)(b).

Date: _____ _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

At 11:10 am, it was **moved** by Commissioner Smith 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. Chairperson Houck seconded the motion. Motion carried unanimously.

Chairperson Houck thanked the County Attorney's Office for the time that they had put in to making sure the ballot language was correct; he then noted that he wished to talk about the background for the resolution that reflected the correct ballot language.

Chairperson Houck then explained that House Bill 1117 was the result of numerous legislative years of work under the leadership of Gunnison County, expanding the language around LMD usage and lodging tax. What they wished to go to the voters with in the Fall was the ability to not only continue with marketing and development as before, but to expand those uses into support for their workforce with housing, childcare, and recreational infrastructure. He then asked CA Hoyt to give highlights of the provisions in what they were going to take to the voters.

CA Hoyt outlined that the resolution initiates the process to coordinate with the County Clerk to submit the ballot question to the voters and to allow the County Clerk to administer the election in its special districts. The resolutions states that 60% of marketing and promotions tax revenues would continue to be spent as before; with 40% used to support housing or childcare for the tourism-related workforce and other workers in the community, including season workers, as well as to support recreation infrastructure in order to facilitate and enhance visitor experiences.

Commissioner Smith added that she felt it was important to note that 60% was the floor of what could be utilized as before, with a maximum of 40% being earmarked for these expanded uses, if approved by voters. CA Hoyt confirmed this.

Chairperson Houck agreed as well and noted that it was the marketing and promotions that drives the revenues to the LMD.

The commissioners all agreed that the increase in visitors had necessitated the need to expand the infrastructure in housing and childcare, and other related issues. They noted that this provision allows the county to leverage opportunities as they are available. CA Hoyt emphasized this would not be a change to the tax itself; it would not be a tax increase. Instead, it reallocated the usage of the funds collected.

RESOLUTION; SUBMITTING TO THE ELIGIBLE ELECTORS OF THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2022

A BALLOT ISSUE AND TITLE TO ALLOW THE DISTRICT'S MARKETING AND PROMOTION TAX REVENUES TO BE USED FOR THE ADDITIONAL PURPOSES OF HOUSING AND CHILDCARE FOR THE TOURISM-RELATED WORKFORCE AND OTHER WORKERS IN THE COMMUNITY, AND FOR FACILITATING AND ENHANCING VISITOR EXPERIENCES; AND AUTHORIZING ACTIONS REGARDING THE CONDUCT OF SUCH ELECTION: With no further discussion needed, Commissioner Smith **moved** to approve Resolution 2022-1 for the Gunnison River Valley Local Marketing District, a Resolution Submitting to the Eligible Electors of the Gunnison River Valley Local Marketing District at the General Election to be Held on November 8, 2022 a Ballot Issue and Title to Allow the District's Marketing and Promotion Tax Revenues to be Used for the Additional Purposes of Housing and Childcare for the Tourism-Related Workforce and Other Workers in the Community, and for Facilitating and Enhancing Visitor Experiences; And Authorizing Actions Regarding the Conduct of Such Election. Chairperson Houck seconded. Motion carried unanimously.

Chairperson Houck **moved** to allow the chair's signature stamp to be used in the recording of the document. Commissioner Mason seconded. Motion carried unanimously.

Chairperson Houck then gave direction to staff, asking them to please get the official notice to the local newspapers right away.

ADJOURN: Chairperson Houck adjourned the Gunnison River Valley Local Marketing District meeting at 11:26 am.

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

Minutes Prepared By:

_____
Melanie Bollig, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

GUNNISON RIVER VALLE LOCAL MARKETING DISTRICT
RESOLUTION NO: 2022-1

A RESOLUTION SUBMITTING TO THE ELIGIBLE ELECTORS OF THE
GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT AT THE GENERAL ELECTION
TO BE HELD ON NOVEMBER 8, 2022
A BALLOT ISSUE AND TITLE TO ALLOW THE DISTRICT'S MARKETING AND PROMOTION TAX REVENUES TO BE USED FOR THE ADDITIONAL PURPOSES OF HOUSING AND CHILDCARE FOR THE TOURISM-RELATED WORKFORCE AND OTHER WORKERS IN THE COMMUNITY,
AND FOR FACILITATING AND ENHANCING VISITOR EXPERIENCES; AND AUTHORIZING ACTIONS REGARDING THE CONDUCT OF SUCH ELECTION

WHEREAS, Gunnison County, Colorado, is a Colorado county created by the Constitution and laws of the State of Colorado and is a political subdivision of the State of Colorado;

WHEREAS, the Gunnison River Valley Local Marketing District (the "District"), in Gunnison County, Colorado, is a political subdivision and body corporate duly organized and existing under the Constitution

and laws of the State of Colorado, including particularly the Local Marketing District Act, Title 29, Article 25, of the Colorado Revised Statutes (the "Act");

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado serves as the Board of Directors of the District (the "Board"), and each member of the Board has been duly elected and qualified;

WHEREAS, pursuant to Resolution 2002-47, Gunnison River Valley Local Marketing District Ballot Question 1B, November 5, 2002, Gunnison River Valley Local Marketing District Ballot Issue 5A, November 3, 2009, and other applicable authorities, the District may currently provide the following services: (a) Organization, promotion, marketing, and management of public events; (b) activities in support of business recruitment, management, and development; and (c) coordinating tourism promotion activities;

WHEREAS, in March 2022 the Colorado General Assembly passed and the Governor signed into law House Bill 22-1117, which amends Colo. Rev. Stat. § 29-25-111 and -112 to authorize local marketing districts to refer to their voter's proposals to allow up to 90 percent of county marketing and promotion tax revenues to be used for housing and childcare for the tourism-related workforce, including seasonal workers, and for other workers in the community, and for facilitating and enhancing visitor experiences;

WHEREAS, in passing HB 22-1117, the General Assembly found and declared that:

> In recent years, the role of destination marketing and management organizations in Colorado has evolved to not only support economic growth through tourism, but also to address the social, cultural, and environmental issues related to tourism. In addition to inspiring travel to and within a destination and enhancing a visitor's experience, destination marketing, and management organizations now use their expertise to protect our destinations' cultural and natural assets and improve our residents' quality of life;

WHEREAS, in passing HB 22-1117, the General Assembly also found and declared that:

> Destination marketing and management organizations across the state are increasingly using their marketing budgets and robust communication channels to disperse travelers and educate visitors on how to travel responsibly and lessen their impact;

WHEREAS, in passing HB 22-1117, the General Assembly also found and declared that:

> A visitor's experience is also heavily influenced by the host community's ability to support their residents and local workforce with housing and other essential services, as well as a strong quality of life that comes with our amazing natural and cultural assets. A thriving community ensures more positive visitor interactions and experiences in our restaurants, on our trails, and throughout our main streets. This, in turn, increases the likelihood that a visitor will return and continue to support our local businesses. Robust support for our residents' needs is essential to the long-term health of both our communities and our economy;

WHEREAS, since the early 2000s the costs of housing and childcare has skyrocketed and availability has plummeted for the tourism-related workforce, including seasonal workers, and for other workers in the community, such that marketing and promotion tax revenues are needed to, for example, support and facilitate the opening of new child care facilities or the training and licensing of child care workers, as well as to, for example, to support additional affordable housing opportunities or projects;

WHEREAS, since the early 2000s the increased number of visitors has dramatically increased the need for new and improved recreation infrastructure with regard to public lands, public waters, and associated recreational opportunities, such as: Access to trails and trail maintenance; trailhead parking areas; boat ramps; hunting, wildlife viewing and fishing areas; signage; and bathrooms and kiosks;

WHEREAS, there remains a continuing need to properly fund the organization, promotion, marketing, and management of public events; activities in support of business recruitment, management, and development; and coordinating tourism promotion activities in order to maintain the economic health and viability of Gunnison County;

WHEREAS, Article X, Section 20 of the Colorado Constitution, known as the Tax Payer's Bill of Rights ("TABOR"), requires voter approval for tax policy change directly causing a net tax revenue gain to any district;

WHEREAS, there exists no evidence that the ballot issue that is the subject of this Resolution, if passed by the voters, will directly cause a net tax revenue gain to the District; therefore, the Board hereby determines that TABOR is not applicable to the ballot issue that is the subject of this Resolution;

WHEREAS, the County and the District hereby determine that it is in the public interest and necessary to seek voter approval to allow up to 90 percent of county lodging tax revenues to be used for housing and childcare for the tourism-related workforce, including seasonal workers, and for other workers in the community, and for facilitating and enhancing visitor experiences;

WHEREAS, the Gunnison County Clerk and Recorder will conduct the 2022 General Election on November 8, 2022, and the District, pursuant to Colo. Rev. Stat. § 1-7-116, intends to and shall notify the County Clerk and Recorder of its intent to participate in the 2022 General Election as a coordinated mail ballot election pursuant to the Uniform Election Code of 1992, Title 1, Articles 1 through 13, inclusive, of the Colorado Revised Statutes (the "Code"); and

WHEREAS, it is necessary to set forth certain procedures concerning the conduct of such election.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT:

Section 1. All actions heretofore taken by the District and its directors and officers, directed toward the Election and the objects and purposes of this Resolution, and consistent with this Resolution and applicable law, are ratified, approved, and confirmed. Unless otherwise expressly defined in this Resolution, all terms used in this Resolution shall have the meanings specified in the Code.

Section 2. Pursuant to the Code and other applicable laws of the State of Colorado, the Board hereby determines that the District shall participate in and that a coordinated mail ballot election shall be held on November 8, 2022 (the "Election"), at which time there shall be submitted to the eligible electors of the District the question set forth in Section 4 hereof. The Election shall also be conducted pursuant to the provisions of an intergovernmental agreement (the "Agreement") between the Board and the County Clerk of Gunnison, County, Colorado (the "County Clerk"), who shall conduct the Election on behalf of the District. The Board hereby authorizes the District, through either its Chair or the Gunnison County Manager as its designated agent, to enter into the Agreement with the County Clerk pursuant to Section 1-7-116 of the Colorado Revised Statutes.

Section 3. The Board hereby designates the County Clerk as the Designated Election Official for purposes of performing acts required or permitted by law in connection with the Election.

Section 4. The following ballot language, title and issue, in substantially the form set forth below, are hereby referred to the eligible voters of the District at the Election:

WITHOUT RAISING TAXES, SHALL THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT BE AUTHORIZED TO USE UP TO 40 PERCENT OF REVENUE FROM THE MARKETING AND PROMOTION TAX ON THE PURCHASE PRICE FOR ROOMS OR ACCOMMODATIONS PURSUANT TO C.R.S. SECTION 29-25-112 TO SUPPORT HOUSING OR CHILDCARE FOR THE TOURISM-RELATED WORKFORCE AND OTHER WORKERS IN THE COMMUNITY, INCLUDING SEASONAL WORKERS, OR TO SUPPORT RECREATION INFRASTRUCTURE IN ORDER TO FACILITATE AND ENHANCE VISITOR EXPERIENCES, AND FOR ALL OTHER PURPOSES PERMITTED BY LAW, WITH AT LEAST 60 PERCENT OF MARKETING AND PROMOTION TAX REVENUE TO CONTINUE TO BE SPENT FOR ORGANIZATION, PROMOTION, MARKETING AND MANAGEMENT OF PUBLIC EVENTS; ACTIVITIES IN SUPPORT OF BUSINESS RECRUITMENT, MANAGEMENT AND DEVELOPMENT; AND COORDINATING TOURISM PROMOTION ACTIVITIES?

Section 5. The Designated Election Official (the Gunnison County Clerk and Recorder) is authorized and directed to take all action necessary or appropriate to conduct the Election and effectuate the provisions of this Resolution consistent with the Code and Article X, Section 20 of the Colorado Constitution, including but not limited to mailing, posting and publishing notices of the Election, including any required TABOR notice, mailing the mail ballot packets, certification of ballot order and content pursuant Colo. Rev. Stat. § 1-5-203, receipt of comments regarding the ballot issue pursuant to Colo. Rev. Stat. § 1-7-091. Pursuant to Colo. Rev. Stat. § 29-25-112, the District shall pay the costs incurred to conduct the Election.

Section 6. If a majority of the votes cast on the question set forth in Section 4 in favor of authoring the additional uses of revenue from the tax as provided in the ballot question, then the District, acting through the Board, or as authorized by, delegated to or pursuant to agreement with the Gunnison County Board of County Commissioners, shall be authorized to the fullest extent permitted by law to proceed with the necessary actions to use tax revenues for additional purposes in accordance with the ballot question.

Any authority for additional uses of marketing and promotion tax revenue, if conferred by the results of the Election, shall be deemed and considered a continuing authority for such uses so authorized at any one time, or from time to time, and neither the partial exercise of the authority so conferred, nor any lapse of time, shall be considered as exhausting or limiting the full authority so conferred.

Section 7. Any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or content of the ballot title shall be governed by Colo. Rev. Stat. § 1-11-203.5 and other applicable law, as if fully set forth herein.

Section 8. The officers and employees of the District are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 9. All orders, bylaws and resolutions, or parts thereof, in conflict with this Resolution, are hereby repealed.

Section 10. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 11. This Resolution shall be delivered to the Gunnison County Clerk and Recorder and shall constitute the notice required by Colo. Rev. Stat. §§ 1-1-106 and 1-7- 116.

Section 12. This Resolution shall be effective immediately upon its adoption by the Board.

ADOPTED AND APPROVED this 5th day of July, 2022.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

Houck – yes, Mason – yes, Smith – yes

[ADOPTED ORDINANCE]
BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

ORDINANCE NO. 20

AN ORDINANCE AMENDING THE PENALTIES SET FORTH IN ORDINANCE NOS. 14 AND 16 REGARDING PROCESS TO PERIODICALLY BAN OPEN FIRES AND IDENTIFICATION OF "RED FLAG" FIRE DAYS

WHEREAS, on June 18, 2002, the Gunnison County Board of County Commissioners adopted Ordinance No. 14, amending Ordinance No. 8[a] and establishing a permanent process to periodically ban open fires and imposing associated penalties;

WHEREAS, on April 20, 2004, the Gunnison County Board of County Commissioners adopted Ordinance No. 16, authorizing the identification of "red flag" fire days and imposing certain related requirements and penalties;

WHEREAS, the Colorado Legislature, through passage of Senate Bill 21-271, amended the penalties associated with violation of certain types of county ordinances, effective March 1, 2022; and

WHEREAS, because of this change in the law, the Gunnison County Board of County Commissioners has determined the need to amend Ordinance Nos. 14 and 16 to conform the penalties with the changes to C.R.S. § 30-15-402 made as a result of Senate Bill 21-271, and, where appropriate, to increase same in order to modernize the penalties associated with violations of the aforementioned ordinances;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO:

Section 1. Amendment of Ordinance No. 14.

Paragraph 3, which in turn amends Section 3 of Ordinance 8[a], is hereby amended as follows:

Any person who violates this Ordinance, or any resolution passed or ratified pursuant to this Ordinance, commits a civil infraction and, upon conviction thereof, shall be punished by a fine of not more than one thousand dollars for each separate offense. The penalty assessment procedure provided in C.R.S. § 16-2-201, as amended, may be followed by any arresting law enforcement officer for any such violation. That penalty assessment procedure shall provide for a fine of five hundred dollars ($500.00) for each separate offense and a fine of one thousand dollars ($1000.00) for any repeat offense by the same individual. Pursuant to C.R.S. § 30-15-402(2)(a), in addition to the foregoing penalties, persons convicted of a violation of this Ordinance, or any resolution passed or ratified pursuant to this Ordinance, are subject to a surcharge of ten dollars ($10) to be paid to the clerk of the Gunnison County Court by the defendant, as well as any other penalties or surcharges set forth in C.R.S. § 30-15-402, as amended, or as otherwise provided by law.

All other provisions of Ordinance No. 14 shall remain in full force and effect as if fully set forth in this Ordinance.

Section 2. Amendment of Ordinance No. 16.

Paragraph 4 of Ordinance No. 16 is hereby amended as follows:

Any person who initiates in unincorporated Gunnison County a ditch, field, trash or slash fire without having first, on the same day, notified Gunnison Regional Communications Center of the intent to initiate such a fire commits a civil infraction and, upon conviction thereof, shall be punished by a fine of one hundred dollars ($100.00) for the first violation, five hundred dollars ($500.00) for the second violation, and one thousand dollars ($1,000.00) for each subsequent violation, and for each violation shall pay the penalties and surcharges identified in C.R.S. § 30-15-402, as amended. The penalty assessment procedure provided in C.R.S. § 16-2-201, as amended, is authorized to be followed by any arresting law enforcement officer for any such violation. Pursuant to C.R.S. § 30-15-402(2)(a), in addition to the foregoing penalties, persons convicted of a violation of this Ordinance, or any resolution passed or ratified pursuant to this Ordinance, are subject to a surcharge of ten dollars ($10) to be paid to the clerk of the Gunnison County Court by the defendant, as well as any other penalties or surcharges set forth in C.R.S. § 30-15-402, as amended, or otherwise permitted by law.

Paragraph 5 of Ordinance No. 16 is hereby amended as follows:

Any person who initiates in unincorporated Gunnison County an open fire, as that term is defined in Section 1 of Gunnison County Ordinance No. 14, on a day identified by the National Weather Service as

a "red flag" fire day in any part of unincorporated Gunnison County commits a civil infraction and, upon conviction thereof, shall be punished by a fine of five hundred dollars ($500.00) for the first violation and one thousand dollars ($1,000.00) for each subsequent violation, and for each violation shall pay the penalties and surcharges identified in C.R.S. § 30-15-402, as amended. The penalty assessment procedure provided in C.R.S. § 16-2-201, as amended, is authorized to be followed by any arresting law enforcement officer for any such violation. Pursuant to C.R.S. § 30-15-402(2)(a), in addition to the foregoing penalties, persons convicted of a violation of this Ordinance, or any resolution passed or ratified pursuant to this Ordinance, are subject to a surcharge of ten dollars ($10) to be paid to the clerk of the Gunnison County Court by the defendant, as well as any other penalties or surcharges set forth in C.R.S. § 30-15-402, as amended, or otherwise permitted by law.

All other provisions of Ordinance No. 16 shall remain in full force and effect as if fully set forth in this Ordinance.

Section 3. Certification.

The County Clerk shall certify the passage of this Ordinance and make not less than three (3) copies of this Ordinance available for inspection by the public during regular business hours.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS AFTER A PUBLIC HEARING AND SIGNED THIS 5TH DAY OF JULY, 2022.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes: August 23, 2022 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 special meeting minutes of August 23, 2022

Fiscal Impact:

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. ASFR 9.2.22

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser Discharge Date: 9/2/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

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

Agenda Date: 9/6/2022

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
August 23, 2022

The August 23, 2022 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
Roland Mason, Vice-Chairperson	Melanie Bollig, Deputy County Clerk
Liz Smith, 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.

MINUTES: With no questions or concerns from the Board, Commissioner Mason **moved** to approve the June 7, 2022 Regular Meeting minutes, the June 21, 2022 Regular Meeting minutes, and the August 16, 2022 Regular Meeting minutes. Seconded by Commissioner Smith. Motion carried unanimously.

1. June 7, 2022 Regular Meeting
2. June 21, 2022 Regular Meeting
3. August 16, 2022 Regular Meeting

TREASURER'S REPORT: County Treasurer Debbie Dunbar was present 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 Mason, to accept the Treasurer's Report and authorize the chair's signature on the report. Motion carried unanimously.

VOUCHERS AND TRANSFERS: Senior Accountant Kelly Weak and Chief Financial Officer Perry Solheim were present in the room to answer any questions the Board might have.

Commissioner Smith asked about a reference in the reports to Grant #1280, which was attached to a San Miguel reference. SA Weak stated that this was related to COVID funds, and then offered to get more information to Commissioner Smith once she was back at her office. Commissioner Smith thanked her and confirmed that she would appreciate the information.

1. **August 2022 Accounts Payable Report. Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the August 2022 vouchers in the amount of $3,678,487.12. Motion carried unanimously.
2. **May 2022 Purchase Card Report.**
3. **June 2022 Purchase Card Report.**
1. **July 2022 Cash Transfer Report. Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the July 2022 cash transfer in the amount of $6,987,640.97. Motion carried unanimously.
4. **Sales Tax - LMD Reports.** Chairperson Houck noted that the sales tax and LMD reports still looked promising and positive, with maybe just a small indication of slowing.

APPROVAL FOR USDA FOREST SERVICE CONTRACT FOR THE SALE OF MINERAL MATERIALS; GUNNISON COUNTY PUBLIC WORKS; ALLOWS GUNNISON COUNTY TO USE CRUSHED, STOCKPILED MATERIALS LEFT AT THE PIT; FREE USE, PLUS RECLAMATION IN 10 YEARS, AND WEED CONTROL; EXPIRES 8/11/2032: Public Works Operations Manager Sparky Casebolt was present for any questions and discussion from the Board.

OM Casebolt explained to the Board that this was for use of materials in a pit located between the 11- and 12-mile marker on the other side of Cottonwood Pass. The contract would be free use for materials out of this far pit, primarily to be used for Kebler Pass.

Commissioner Mason noted that the County Attorney had listed problems with the contract and asked for comments on this. CA Matt Hoyt then explained to the Board that Section 9, page 171 in their packet, was problematic, in that it stated that the County is responsible for "indirect harm," which was a very ambiguous term. He also pointed out that, if a court should find the County willful or grossly negligent, then the County would be liable for three times the amount for actual damages that the court would set. He concluded that he would never recommend agreeing to a contract of this nature with a private entity; however, he also understood that the Forest Service would not be willing to change the agreement terms – at this point it would be the decision of the Board whether or not to accept the contract.

OM Casebolt added that, over the course of all the years the County had entered into this type of agreement with the Forest Service, they had never had any problems. CA Hoyt advised that they would just need to be sure to heavily document all occurrences, in case anything should ever need go to court.

After some discussion, including the life of the pit possibly being 10 year or longer, yearly inspections, and what would be expected of the County, the Board decided to move forward with the contract.

Moved by Commissioner Smith, seconded by Commissioner Mason, to approve the USDA Forest Service Contract for the Sale of Mineral Materials with Gunnison County Public Works, allowing the County

to use crushed, stockpiled materials left at the pit, and to authorize the chair's signature. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of County Commissioners Special Meeting at 8:44 am.

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

Minutes Prepared By:

_____
Melanie Bollig, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager's signature; Agr

Action Requested: Other Director Signature

Parties to the Agreement: Gunnison Country Food Pantry

Term Begins: 8/1/2022 **Term Ends:** **Grant Contract #:**

Summary:

$20,000 will be provided to the food pantry to increase food security in the County. The Tripartite Board voted to approve this award, funding is required to be spent by the end of September. DHHS will still have CSBG funding available for low income households experiencing hardship

Fiscal Impact: 20000

Submitted by: Elizabeth Holena **Submitter's Email Address:** elizabeth.holena@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 8/24/2022

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

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 8/24/2022 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/25/2022

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

Agenda Date: 9/6/2022

Revised April 2015

AGREEMENT

THIS agreement, is made between the Gunnison County and Gunnison Country Food Pantry (hereinafter referred to as Subcontractor).

Recitals:

WHEREAS, the State of Colorado has allocated Community Services Block Grant (CSBG) Federal Fiscal Year 2021 (FFY2021) funds to Gunnison County for the purpose of providing health resources, and

WHEREAS, Gunnison Country Food Pantry(Subcontractor) provides such coordination and provision of health resources in the service areas,

NOW THEREFORE, it is hereby agreed that:

1. Statement of Work and Responsibilities

The Subcontractor agrees to carry out the scope of work described in its written plan for CSBG-related activities, as approved by Gunnison County, in conformance with this agreement and applicable federal and state laws, rules, and regulations, pertaining to CSBG funding.

Eligible funds are **Limited To:**

- Eligible expenditures include supplies of Food, Hygiene, Personal Protective Equipment (PPE), Cleaning Supplies, and Diapers.
- Staff Salary and Benefits for Project Coordination.

Copies of staff timesheets/paystub, receipts, invoices and bills will be provided for reimbursement.

No allowances for any type of Gift cards, Food cards or Gas cards of any kind.
Deposits, late fees, and finance charges are not allowable.

2. **Payment Amount and Billing Procedure**

Gunnison County agrees to pay the Subcontractor, in consideration for the services to be preformed, an amount not to exceed **$20,000.** Any unspent funds will revert to Gunnison County on **September 15, 2022**. Grant funds will be disbursed to the Subcontractor on a reimbursement of actual cost basis. Payment will be made to the Subcontractor upon receipt of legitimate request for reimbursement and copies of receipts, invoices, and bill of expenditures from the Subcontractor for eligible CSBG expenses. Documentation provided must match the amount requested. Any difference will be disallowed unless additional documentation is provided. **Reimbursement request must be submitted at least quarterly.** The Subcontractor shall retain in its file all supporting documents for a request for reimbursement.

3. **Availability of Funds.**

Payment pursuant to this agreement is subject to and contingent upon the continuing availability of CSBG funds for the purposes hereof. If any of said funds become unavailable,

as determined by the Colorado Department of Local Affairs or Gunnison County, either party may immediately terminate or seek to amend this agreement.

4. **Record Keeping Requirements.**
   Subcontractor shall maintain a complete file of all records, documents, communications and other material which pertain to this agreement for a period of five (5) years from the date of final payment under this agreement, unless Gunnison County requests that the records be retained for a longer period.

5. **Monitoring**
   Subcontractor shall permit Gunnison County and Federal and State agency monitoring and auditing of records and activities which are or have been undertaken pursuant to this agreement. Subcontractor may also be monitored by Gunnison County at least once during the grant year.

6. **Reporting**

Report Period	Report Type	Due Date
August-September 2022	Final	September 15th, 2022

September 1, 2022 - Written letter stating any potential for unexpended balance from remaining funds.

Pass through Colorado Department of Local Affairs – Federal CFDA # 93.569

Gunnison County reserves the right to require additional reporting if deemed necessary, at which time a reporting deadline will be established.

7. Except as otherwise provided, the duties and obligations of Subcontractor shall not be assigned, delegated or subcontracted except with the express prior written consent of Gunnison County.

8. Any failure of either party to perform in accordance with the terms of this agreement shall constitute a breach of the agreement. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

9. Any of the parties shall have the right to terminate this agreement by giving the other party 30 days notice. If notice is given, the agreement will terminate at the end of 30 days, and the liabilities of the parties hereunder for further performance of the terms of the agreements shall thereupon cease, but the parties shall not be released from duty to perform up-to-the-date of termination.

10. **Insurance**

Subcontractor 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, Subcontractor 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, Subcontractor 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, Subcontractor 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 Subcontractor during the term of this Agreement.

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

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Subcontractor'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 Subcontractor. Subcontractor shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Subcontractor'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 Subcontractor. Subcontractor shall

include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Subcontractor 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 Subcontractor to the County under this Agreement. The Subcontractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

11. **Independent Contractor**

In carrying out its obligations and activities under this Agreement, Subcontractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Subcontractor does not have any authority to bind Gunnison County in any manner whatsoever. **Subcontractor acknowledges and agrees that Subcontractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.** Further, Subcontractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

12. **Indemnification**

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

In case of any claim that is subject to indemnification under this Agreement, Subcontractor will provide the County reasonably prompt notice of the relevant claim. Subcontractor 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 Subcontractor 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 Subcontractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

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

13. **Anti-Discrimination**

Subcontractor 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. Subcontractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Subcontractor 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.

14. **Immigration Compliance**

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

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

c. Subcontractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

d. Subcontractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.

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

15. **Americans with Disabilities Act Compliance**

Subcontractor 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 Subcontractor, or be subjected to any discrimination by the Subcontractor upon which assurance Gunnison County relies.

16. **No Waiver of Governmental Immunity**

The parties to this Agreement understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

17. **Entire Agreement.**

This Agreement comprises the entire agreement between County and Subcontractor 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.

Gunnison County

8-25-2022

County Manager Date

Gunnison County Food Pantry

Jodi Payne - Executive Director - 08/22/2022

By: _____

Its: _____

INTERAGENCY AGREEMENT

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Recitals:

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Subcontractor shall permit Gunnison County and Federal and State agency monitoring and auditing of records and activities which are or have been undertaken pursuant to this agreement. Subcontractor may also be monitored by Gunnison County CORPORATION at least once during the grant year.

6. **Reporting**

Report Period	Report Type	Due Date
January 2022-July 2022	Final (PY22)	September 15th, 2022

August 1, 2022 - Written letter stating any potential for unexpended balance from remaining funds.

Pass through Colorado Department of Local Affairs – Federal CFDA # 93.569

Gunnison County reserves the right to require additional reporting if deemed necessary. At which time a reporting deadline will be established.

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Gunnison County

_____

Director Date__

Jodi Pape Executive Director 07/25/2022

Gunnison Country Food Pantry Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Local Affairs

Action Requested: Other consent to apply for grant

Parties to the Agreement:

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

Summary:

Consent from the Board is required for an application for an EIAFF grant from DOLA. The grant will be used to renovate the CB shop and improve energy performance. The grant will require a 1:1 match. Work is anticipated for 2023-2024

Fiscal Impact: 687,941

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. ASFR 9.2.22

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser Discharge Date: 9/2/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 9/6/2022

Revised April 2015

COLORADO
Department of Local Affairs
Division of Local Government

FY 2023 Cycle 22-12 EIAF Tier I/Tier II Grant Application

Local Government/Organization: Gunnison County
Submitted 2022-09-01T15:50:51
JCATTLES **Reviewed On:**
Reviewed By:
Reviewer Notes:

Application Overview

You are **required** to work with your Regional Field Manager prior to completing your application.

The Department of Local Affairs' (DOLA) Energy and Mineral Impact Assistance Fund (EIAF) program was created to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. Funds come from the state severance tax on energy and mineral production and from a portion of the state's share of royalties paid to the federal government for mining and drilling of minerals and mineral fuels on federally-owned land. The creation of the fund is outlined in C.R.S. 34-63-102 (Federal Mineral Lease) and C.R.S. 39-29-110 (Severance). Grant dollars are to be awarded for the planning, design, construction, and maintenance of public facilities and for the provision of services by political subdivisions.

Requests in this Cycle 22-12 may be for either **Tier I:** up to $200,000 or **Tier II:** over $200,000 and up to $750,000 with a 1:1 match requirement for any application. Tier I award notifications are anticipated in mid-November. Tier II applicant presentations are scheduled for early December 2022 with funding decisions anticipated later that same month. For more information and additional documentation on the EIAF program, please go to the program website at: https://cdola.colorado.gov/energymineral-impact-assistance-fund-grant-eiaf

PLEASE NOTE: The Principal Representative and Responsible Administrator in Section A MUST be a different person and MUST have different email addresses in order for the application to be accepted into the DOLA Grants Portal.

A. APPLICANT/CONTACT INFORMATION

1. Local Government/Organization: Gunnison County

In the case of a multi-jurisdictional application, select the other participating eligible organizations:

2. Principal Representative:
(In the case of a multi-jurisdictional application, principal representative of the lead organization.)

Honorific:
First Name: Matthew
Middle Name:
Last Name: Birnie
Suffix:
Role: Principal Representative
Mailing Address: 200 E. Virginia Ave
Address 2:
City: Gunnison
State: CO
Zip Code: 81230
Phone #: 970-641-0248
Email Address: mbirnie@gunnisoncounty.org

3. Responsible Administrator (will receive all mailings) for the Application:

Honorific:
First Name: John
Middle Name:
Last Name: Cattles
Suffix:
Role: Responsible Administrator
Mailing Address: 200 E. Virginia Ave
Address 2:
City: Gunnison
State: CO
Zip Code: 81230
Phone #: 970-641-8562
Email Address: jcattles@gunnisoncounty.org

B. CHIEF ELECTED OFFICIAL INFORMATION

Please provide contact information for the chief elected official.

a. Name

In the case of a multi-jurisdictional application, chief elected official of the "lead" political subdivision.

Jonathan Houck

b. Title

Chair- Board of County Commissioners

c. Street Address

200 E. Virginia Ave.

d. City

Gunnison

e. State

Please use the two-letter abbreviation

CO

f. Zip

81230

g. Phone

Use xxx-xxx-xxxx format

970-275-9625

h. Email Address

jhouck@gunnisoncounty.org

C. PROJECT DESCRIPTION

a. Project Title

Begin the project name with your community name. Example: "*Monte Vista Project Name*", "*Lincoln County Project Name"*.

Gunnison County Division 2 Shop Energy and Sustainability Project

b. Total amount requested

* The amount requested should equal “Grant Request Total” line in the project budget attached in Section N.

687,941

c. Matching Funds

687,941

d. For public potable water and public wastewater projects only

Are you willing to discuss any portion of your match being a DOLA loan (5% interest & up to a 20-year term)?

No

d.1 If yes, please enter total loan amount requested

d.2 Desired term of loan

e. Describe the problem, opportunity or challenge that resulted in the request

(2,500 character limit)

Gunnison County's Division 2 Road and Bridge shop was built in 1985. It serves the County's highest demand area for road maintenance including snow removal on County roads linking major economic engines in Gunnison County between Crested Butte and Mount Crested Butte and population centers to the South of Crested Butte at Brush Creek and Crested Butte South. The shop is a clear-span metal structure of about 8,000 square feet. The envelope of the facility which includes the roof and wall systems, insulation, and vapor management is failing. Building envelope systems are foundational to building performance, a tight and well insulated envelope will reduce energy input required to heat and cool a facility and will protect the components and structure of the building from damage from moisture intrusion. Building science techniques over the past couple of decades have improved dramatically. The design of the building at the time did not apply proper building science techniques to control moisture. The result after years of service is failing wall cladding and soaked insulation. The wall cladding is a concrete veneer which is has begun to flake and break apart due to moisture transfer from the inside of the building . Moisture is generated from plows parked in the building which melt snow and ice onto the heated concrete slab floor. The building is primarily heated with a waste oil burning boiler and a waste oil furnace. There is also a propane backup boiler. Burning waste oil was considered an environmentally responsible and inexpensive energy source, but such assumptions failed to acknowledge the impact of such practices on local air pollution and greenhouse gas emissions. A report

from the EPA estimates an emissions factor of 22 lbs. CO2 emissions for every gallon of waste oil along with excessive NOx and SO2 emissions, roughly 90% more emissions than natural gas combustion and nearly 5 times the emissions which would be generated from a ground source heat pump system utilizing grid electricity. Gunnison County has converted the majority of our facilities to all-electric heating ventilation and air conditioning (HVAC) systems which have significantly reduced emissions and lowered operating costs. We have an opportunity to do the same at the Crested Butte shop.

f. Description of the project scope of work

Description of the various tasks involved in the project including specific data such as quantities, mileage, square feet, linear ft. etc., as well as specific project location within the city and/or county, etc. If this is a broadband planning or middle-mile implementation project, describe how it supports last mile expansion. Please be specific to the project. (2,500 character limit)

The project will consist of repairing the building envelope. New roof system will be installed including 6" of rigid insulation board, vapor barrier, and a new standing seam roof. New wall cladding will be installed on "z" channel spanning the steel structure, a vapor barrier and rain screen will be installed, the wall will be insulated to current code requirements. The HVAC system will be switched to a ground source heat pump system (geothermal). The system is estimated to require 15 wells approximately 350' deep. Water to water heat pumps will generate hot water from the ground loop to heat the radiant heat in the slab and temper outside air in the ventilation system. Ground source heat pumps used in this project will be 500% efficient (will generate 5 units of energy for every one unit of electrical energy input). The exhaust and ventilation system will be upgraded to be reactive to carbon dioxide and carbon monoxide in the space and to minimize unnecessary ventilation while maintaining occupant health and safety. Past projects that have consisted primarily of replacing the HVAC system with geothermal have resulted in 66% reduction in energy use. This project will exceed that efficiency improvement with the addition of major envelope improvements and improved ventilation controls. Despite great success with geothermal projects at the South end of the Valley in the City of Gunnison, no geothermal projects yet exist in the Crested Butte area. Successful implementation of this project will be an important example as the Town of Crested Butte has recently banned natural gas on all new construction in Town. Developers, engineers, and builders will look to the County's project as and example of all-electric HVAC in the area. Gunnison County has depth of experience delivering geothermal projects and successful renovations in challenging conditions. Geothermal projects combine with on-site solar PV generation very well, 3 of our current facilities generate all daytime energy needs on-site and 2 of our projects which are currently wrapping up will be net-zero. The County will include a 25kW array on the shop facility as part of the project. 25kW is the limit for arrays on commercial properties set by the local electric utility GCEA. We estimate that 25kW will supply about half of the energy required for the facility. The remaining energy required will be purchased through the utility and offset by solar generated by an adjacent community solar project.

g. Local priority

If more than one application from the same government (1 of 2, 2 of 2, etc.)

1

h. Have you contacted your DOLA Regional Manager to discuss this project?

You are **required** to contact your DOLA Regional Manager prior to submitting your application. Please indicate the date and method of your contact with your Regional Manager.

Yes

h.1 Date

You are **required** to complete this field.

08/29/2022

h.2 Method of contact

You are **required** to complete this section.

Phone

i. Supporting documents

Upload any supporting documents (studies, preliminary reports, letters of support, etc.) as a single PDF document.

Download

D. DEMONSTRATION OF NEED

The statutory purpose of the Energy and Mineral Impact Assistance program is to provide financial assistance to "political subdivisions socially or economically impacted by the development, processing or energy conversion of minerals and mineral fuels."

a. Demonstration of need

Why is the project needed at this time? (2,500 character limit)

The project is urgently needed at this time. It has been on our capital improvement plan since 2018 but was not funded due to other priorities taking precedence. In 2022 the project was partially funded but work will not commence due to staff workload and contractor availability. In the years since the project has been identified the building has deteriorated more quickly than expected. The heating system has had multiple outages that required emergency response from our facilities team to maintain heat to the building, Roof leaks have become worse. The wall system has begun to fail due to moisture intrusion into the wall cavity, resulting in the cement exterior finish cracking and breaking off in large sections. The shop is the busiest facility in the Road and Bridge program, failure of the building to maintain heat and increasing leaks may result in service interruptions and increased costs associated with deploying and repairing vehicles and equipment out of the main shop in Gunnison which is 26 miles away.

b. Does this project address the stated need?

Does this project, as identified in this application, **completely** address the stated need? If not, please describe additional work or phases and the estimated timeframe. Do you anticipate requesting Energy and Mineral Impact Assistance funds for future phases? (2,500 character limit)

This project would extend the life of the building by 30 years. Renovating the existing building will cost approximately 1/3 the cost of a new building and the result will perform better than most new buildings. This project will reuse carbon intensive and costly aspects of the facility and improve the energy performance and durability, extending the life while reducing emissions. Improving the envelope will reduce energy consumption and preserve the structure. Switching the heating system to geothermal will reduce energy use and eliminate dependence on natural gas or waste oil burning and will result in a durable, resilient, and highly efficient HVAC system. Adding solar generation to the utility limit will provide generation which may be expanded in the future and paired with battery storage for a net-zero building with the resilience of on-site energy storage. Geothermal HVAC sets the table for the net-zero future. The new facility will be a low energy facility with an anticipated EUI of 35 before including on-site energy generation.

c. Duplication of services

Does the project duplicate service capacity that exists at this time? Does it expand, enhance or leverage work being done on other existing efforts? Is the service inadequate and has consolidation of services with another provider been considered? (2,000 character limit)

No, this facility is the only shop in the area and is necessary to maintain service levels especially regarding plowing.

d. What are the consequences if the project is not awarded funds?

(2,000 character limit)

The project will not be completed in the coming year if it is not funded. The County will likely address the most pressing needs beginning with the roof system and insulation and will try to take on the rest of the project in a piecemeal fashion which will increase costs and will take several years to accomplish.

E. MEASURABLE OUTCOMES

a. Describe the expected measurable outcomes

How will the project enhance the livability* of your region, county, city, town or community? Examples would include constructing a new water plant to eliminate an unsafe drinking water system and provide safe and reliable drinking water; the construction of a new community center that would provide expanded community services, or projects achieving goals regarding energy conservation, community heritage, economic development/diversification, traffic congestion, etc.

***(Livability means increasing the value and/or benefit in the areas that are commonly linked in community development such as jobs, housing, transportation, education, emergency mitigation, health and environment.)**

(2,500 character limit)

This project will maintain the functionality of an important facility required to maintain roads in the area. The north end of the Gunnison Valley where the shop is located is an important economic engine of the County and includes the busiest County roads which require the most maintenance especially snow removal. The crew that works out of the facility is the only County road crew that works 24 hour shifts in the winter when needed for plowing. High demand service and extreme weather conditions take a toll on equipment which must be maintained in the shop in order to maintain service levels.

b. Energy efficiency

Will this project implement an energy efficiency/strategy that could result in a reduction of the community carbon footprint, increased conservation of energy, or does it capitalize on renewable energy technology? If yes, please describe. (2,500 character limit)

This project will reduce greenhouse gas emissions from the facility. The current emissions are unknown because the majority of heat is generated from a waste oil burning boiler and the volume of oil utilized has not been tracked. However, based on EPA reports on emissions from waste oil burners, the heat pump system will cause 1/5 the amount of GHG emissions that waste oil burning generates if the heat pump system is fully reliant on grid electricity, generating a portion of the electrical requirements on site will further reduce emissions. Past projects where facilities were switched to geothermal HVAC have resulted in over 50% decrease in greenhouse gas emissions before counting on-site energy generation. This project should exceed 50% because of the inefficiency of burning waste oil for heat and the improvements to the building envelope which are included and will reduce energy demand. The renovated, highly efficient, facility will also include a solar array built to the maximum size allowed by the utility, 25kW. The solar array will provide around 50% of the energy required to operate the facility and will further reduce emissions. Finally the County will subscribe to output of a utility owned solar array for the balance of energy required. The subscription will provide the County with Renewable Energy Credits equal to the amount of grid power consumed by the facility. The County will maintain a propane boiler as backup energy but does not expect to use it except in case of emergency. The envelope improvements and switch to all-electric geothermal heat pumps for the HVAC system will prepare the building to take advantage of lower emissions electricity resulting from the State's goal of reducing emissions from electricity by 80% and the building will be net-zero ready.

F. RENEWABLE ENERGY PROJECTS ONLY

If there is a renewable energy component to your project, please answer the questions below. Projects should advance the 100 percent renewable energy by 2040 goal utilizing specific, measurable outcomes including: energy reduction over baseline (energy efficiency), energy offset over baseline (renewable energy generation) and greenhouse gas reduction over baseline.

a. What type of technology does the project include?

(Select all that apply)

Solar | Energy efficiency | Building electrification

b. What electric utility serves the project area?

(500 character limit)

Gunnison County Electric Association which is a Tri-State Generation and Transmission member.

c. How much is the project estimated to save per year in utility costs? (enter dollar amount)

3,000

d. For solar and hydro-electric projects

How many kilowatts (kW) of generation capacity will be added from your project? (enter amount)

25

e. For energy efficiency and building electrification projects

How much will the project reduce electrical demand per year in kilowatt hours (kWh)? (enter amount)

-50,000

e.1 How much will the project reduce natural gas use per year in therms? (enter amount)

3,500

e.2 How much will the project reduce other fuel type usage per year?

Please name the fuel type (diesel, propane, etc.) and list the estimated annual reduction. (500 character limit)

Most heat in the building is generated from burning of waste oil. The quantity of waste oil has not been tracked so the total volume displaced is unknown. Propane and electricity is also used. Propane use will be eliminated except for as an emergency backup. Electricity use will increase by approximately 50,000 kW to provide energy to the ground source heat pumps.

G. POPULATION & LOCAL EFFORT

a. Current population

Current/most recent conservation trust fund/lottery distribution estimate, State Demographer estimate, or a projection based on the communities' percentage of overall county population is acceptable.

16,943

a.1 Current population estimate source

State Demographer

b. Five year population projection

17,488

b.1 Population projection source

State Demographer

c. Relationship to community goals

Is the project identified in the applicant's budget or a jurisdictionally approved plan (e.g. capital improvement plan, equipment replacement plan, comprehensive plan, utility plan, road maintenance and improvement plan or other local or regional strategic management or planning document)? Does the project consider, expand, and leverage existing activities to reduce potential redundancy or conflicts; maximize efforts; and best utilize resources to align with existing community goals? (2,500 character limit)

The project has been included in the County's Capital Improvement Plan since 2018. The project is also supported by the Board of County Commissioners goal to reduce emissions by 50% by 2030. As the County works toward that community-wide goal the we have made significant progress in cutting emissions from County operations which have been reduced by 50% from 2008 levels. The County collects a sales tax of 1%, half of which is shared back to the municipality it is collected in. The Sales Tax revenue is restricted to Capital Improvement Projects and is the source of County match funding for this project.

d. Why can't this project be funded locally?

(2,500 character limit)

The project would have to be phased over several years if it is funded locally. The sales tax collected by the County is insufficient to meet all capital improvement needs so projects are prioritized based on a variety of factors including need and additional funding sources such as grants which expand the impact of funding . The County is directing significant resources to funding affordable housing projects, affordable housing has risen to crisis levels in the valley and is affecting business viability and public welfare. The County has completed 76 units of workforce housing and is in the process of ad additional 18 while planning is underway for a 230 unit project in the next few years. Competing priorities reduces available resources for projects like this one.

e. Has this project been deferred because of lack of local funding? If so, how long?

(2,500 character limit)

The project has been deferred for 4 years due to funding.

f. Explain the origin and status of your local cash match

(Note: Whenever possible, local government cash match is on a dollar for dollar match to the award amount.)

Are the local matching funds committed or pending? If pending, when will the status of those funds shift from pending to committed? If funding is awarded and in-kind contributions are included in the project budget, detailed tracking of in-kind will be required. (2,500 character limit)

The local match will come from sales tax revenues and will be committed through the budgeting process which is currently underway and will be formally adopted in December.

g. Community partners

What other community entities, organizations, or stakeholders recognize the value of this project and are collaborating with you to achieve increased livability of the community? Please describe how you and your partners are addressing problems across multiple sectors (community, economic, housing, natural resources, etc.) through this project. (2,500 character limit)

h. Tax rate, usage charges, or fees

Have the applicant's tax rates, user charges or fees been reviewed recently to address funding for the proposed project?

No

h.1 Tax rate or usage charge modifications

If the tax rate, user charges or fees were modified, what was the modification and when did this change occur? (2,000 character limit)

i. Has applicant contacted energy/mineral companies to discuss the project?

(1,000 character limit)

No

H. READINESS

a. If awarded, when can the project begin (months)

Tier I awards are made in November with contracts expected in February 2023.

Tier II awards are made in December with contracts expected in March 2023.

6-9 months

b. What is the timeframe for project completion?

>12 months

c. Is design or engineering work a component of this project?

Yes

c.1 What additional design or engineering work remains?

What percentage of design work is complete? If this is a design-build project, please describe project status below. (2,500 character limit)

The project still requires engineered plans to detail and specify wall and roof system components to ensure the building envelope performs well. Mechanical equipment and geothermal well fields are not yet sized or specified. The PV array must still be designed and the racking system engineered. All work and system are at a sketch plan design stage and must be completed prior to work beginning. If the grant contract is approved in March 2023 there will be plenty of time to finish engineering and design before the building season begins in June.

c.2 How were project cost estimates determined?

(2,500 character limit)

Estimates are based on actual costs on two projects currently underway in the County; the Airport terminal and County Library. Sub-contractors were also consulted and asked to provide estimates based on quantities, numbers were provided over the phone or email and included in the attached spreadsheet. The County is also adding a 20% contingency which is higher than normal due to current inflation trends.

c.3 Is the project supported by bids, professional estimates or other credible information?

Yes

c.3.i Bids/estimates

Please attach a copy of any supporting documents. (PDF Document)

Download

c.4 Are any Local, State or Federal permits required before the project can proceed?

If yes, please describe and note the status of permit acquisition. (2,500 character limit)

The project will require a building permit from the County Building department as well as electrical and mechanical permits.

d. State historic registry designation

Is the project on a State registered historic building, structure, site, or in a State Historic District?

No

d.1 State historic registry number

If the project is on the state registry, please provide the registry number. DOLA may need to seek a determination of effect from History Colorado and the State Office of Archaeology and Historic Preservation.

d.2 Attach supporting documents (if applicable)

If on a State Register, please upload color photos of the project work areas and a detailed written description of work proposed. The photos and description should include details beyond the general scope of work described above. (Upload photos and description as a single combined PDF document)

Download

I. ENERGY & MINERAL RELATIONSHIP

a. Community energy or mineral impact

Describe how the applicant is, has been, or will be impacted by the development, production, or conversion of energy and mineral resources. (2,500 character limit)

Gunnison County's history has long been tied to the mining industry. The extraction of coal, gold, silver, uranium and secondary resources has been integral to the development of several of the County's communities. Gunnison County has been home to two of Colorado's largest and most productive coal mines, Oxbow Mining LLC's Elk Creek Mine and Mountain Coal Company's West Elk Mine in Somerset, producing significant amounts of exported product, and significant tax revenues. Each mine produced approximately five-to-six million tons of high-quality bituminous coal annually. The Elk Creek Mine was at one time one of the top five underground producing mines in the nation. The Oxbow mine is closed after several fires and reduced demand. Elk Creek has significantly reduced output but it's coal has been in high demand over the past year. The communities which supported the mines are in transition as the mines slow down and will eventually close as the Country reduces coal consumption. The County also has significant natural gas industry including the Bull Mountain Pipeline. In the past year 6,312,213 MCF of natural gas was produced in Gunnison County.

b. Use data

Cite actual use data that documents direct impact as it relates to the need for the project. For example: “heavy truck traffic directly related to energy development activities is impacting County Road X. A traffic count done in May 2021 showed energy-related truck traffic increased from 100 trips per day to 300”, or “there are X number of oil and gas wells, storage facilities, transfer stations, miles of pipeline in the municipal or county boundaries.” (2,500 character limit)

N/A

J. MANAGEMENT CAPACITY

a. Fund management

How will you separate and track expenditures, maintain funds and reserves for the capital expenditures and improvements as described in this project? (2,500 character limit)

We use a distinct group of general ledger accounts to segregate both revenues and expenditures specific to each grant received. County match funding will be provided from the local sales tax which is sufficiently funded to cover the County match and maintain adequate reserves

b. Project management

Describe the technical and professional experience/expertise of the person(s) and/or professional firms responsible to manage this project, including knowledge and application of best design and management practices. (2,000 character limit)

Gunnison County has broad experience with delivering capital projects especially building construction. Since 2015 the County has built a new Courthouse which is a high efficiency building. We have renovated our HHS building originally built in 1952 and cut energy use in that building by 66%. We retrofitted our Blackstock Government Building HVAC system to ground source heat pumps which has resulted in energy reduction of over 60% in a building that is 96 years old. We are currently building a library and renovating our airport terminal each of which are anticipated to be net-zero energy which will be confirmed after operating for a year. We have also recently finished construction of 76 affordable housing units in partnership with a private developer. Through all of these projects we have developed a robust capacity to manage projects and have proven capability to deliver high quality, highly efficient projects on a budget.

c. Project life cycle

Describe the funding plan in place to address any new operating and maintenance expenses generated from the project. (2,500 character limit)

The Division 2 Road and Bridge shop was built in 1986. It is a steel clear span structure which is structurally sound and is sized to meet our needs for the foreseeable future. This project would repair and enhance the building envelope and retrofit the heating system to all-electric. These improvements will extend the life of the building and make it much more efficient for continued use for the next 30 years at least. Converting to all-electric ground source heat pumps (geothermal) for the heating system and building on-site solar PV generation will make the building more

resilient and set the building up for adding additional solar and battery storage in the future for a building capable of running self-sufficiently for a period of time. During emergencies related to natural disasters this building is likely to be important in supporting response and repair efforts so resilience is very important.

K. RESILIENCY CRITERIA

The Energy and Mineral Impact Assistance Program is required to integrate resilience criteria into the program. By bringing resiliency considerations into project planning and implementation, projects should be better poised to benefit a number of sectors (economy, health, infrastructure, etc.), minimize long-term risks, and anticipate or be better prepared to respond to changing conditions faced by Colorado communities.

The 2020 Colorado Resiliency Framework provides nine Resiliency Prioritization Criteria that can serve as a guide when planning a project to enhance its long-term resilience. More information on the Resiliency Prioritization Criteria can be found at www.coresiliency.com. Below, please select Yes/No/NA for all of the criteria that can be considered to apply to your project and describe how the project will increase the community's long-term resilience and ability to anticipate, withstand, and/or rebound from a natural or manmade hazard event. Some of the nine criteria are incorporated into other questions in this application and if any of the below criteria have been addressed in another part of the application, you may reference that section in responses below. Your project may not meet all of the criteria below and if you feel that a criterion does not apply to your project, please select N/A.

a. Adaptive capacity

Yes

a.1 Adaptive capacity

Briefly describe how this project includes flexible and adaptable measures that consider future unknowns of changing climate, economic, or social conditions.

(1,000 character limit)

Improving the building envelope will enable the facility to survive utility outages longer than would currently be possible without severe damage to the building and it's systems. Converting to all-electric eliminates one source of potential risk because current systems rely on both electricity and propane to operate. Losing either fuel source currently could be devastating to the facility in winter conditions. Finally, the solar array will provide power during daytime and the County is working to engineer the system to be able to provide power even if the grid is down; most systems currently cannot function without the grid. An efficient, all-electric building will be able to add battery storage in the future for additional resilience in an emergency.

b. Co-benefits

Yes

b.1 Co-benefits

Briefly describe how this project will provide solutions that address problems across multiple sectors (community, economic, housing, natural resources, etc.) to the most benefit.

(1,000 character limit)

The co-benefits of this project include: supporting the development of technical workforce capable of constructing and maintaining heat pump systems. Heat pumps have barely penetrated the local construction market and public projects like this are important to supporting continued development so expertise is available to support the community as the industry evolves toward all-electric HVAC in the future.

c. High risk and vulnerability

Yes

c.1 High risk and vulnerability

Briefly describe how this project addresses the reduction of risk to human well-being, physical infrastructure, and natural systems.

(1,000 character limit)

The facility is located in an area that is susceptible to wildfire. The building will be built with non-combustible exterior finishes and is surrounded by defensible space. Also, a more resilient building capable of survivability for longer durations of time with out utility services will enable the County to utilize the facility to respond to natural disasters more quickly. Road and Bridge crews will be an important resource in many natural disaster scenarios that could affect the area including floods, fires, and extreme snow.

d. Long-term and lasting impact

Yes

d.1 Long-term and lasting impact

Briefly describe how this project creates long-term gain for the community with solution(s) that are replicable and sustainable for both present and future generations.

(1,000 character limit)

This project will be a model for other projects in the north end of the Gunnison Valley for how to switch from fossil fuels to all-electric and reduce energy use and greenhouse gas emissions. Gunnison County's Courthouse project was the first all-electric commercial building in the valley, setting that precedent has inspired other projects in the valley and set a high bar for energy efficiency that other government agencies and private industry are working to match.

e. Social equity

N/A

e.1 Social equity

Briefly describe how this project provides solutions that are inclusive of populations that may be under stress (elderly, under-employed, minority, etc.) and which are often more fragile and vulnerable to sudden shocks and impacts.

(1,000 character limit)

L. HIGH PERFORMANCE CERTIFICATION PROGRAM (HPCP) COMPLIANCE

Colorado Revised Statutes (C.R.S. 24-30-1305.5) requires all new facilities, additions, and renovation projects that meet the following criteria to conform with the High Performance Certification Program (HPCP) policy adopted by the Office of the State Architect (OSA) if:

- The project receives 25% or more of state funds; **and**
- The new facility, addition, or renovation project contains 5,000 or more building gross square feet; **and**
- The building includes or will include an HVAC system; **and**
- In the case of a renovation project, the cost of the renovation exceeds 25% of the current value of the property.

The HPCP requires projects that meet the criteria above to achieve third party verification with the target goal of LEED Gold or Green Globes-Three Globes. Projects are strongly encouraged to meet the Office of the State Architect's (OSA) Sustainable Priorities in addition to the LEED prerequisites. Projects funded through DOLA that meet the above applicability criteria are required to complete the DOLA registration and tracking process. See DOLA's HPCP web page at https://cdola.colorado.gov/community-development-planning/high-performance-certification-program for more information or contact your DOLA Regional Manager.

In instances where achievement of LEED Gold or Green Globe-Three Globes certification is not achievable, an applicant may request a modification of the HPCP policy or a waiver if certain conditions exist. DOLA staff will work with applicants to identify workable solutions to meet the program's intent to maximize building energy efficiencies.

Note: If this application is for design services for a planned building project that meets the HPCP applicability criteria and the applicant intends to seek state funding for 25% or more of the total project cost, then the design should maximize high performance building certification standards (by completing the HPCP checklist) and build in anticipated project costs, as appropriate.

a. HPCP applicability

Is the applicant seeking state funding from all state sources for 25% or more of the total project cost (including all project phases, if applicable)?

If no, the project does not meet the HPCP requirements and a HPCP registration checklist does not need to be completed.

Yes

b. HVAC details

Does the building include an HVAC system or will it because of this project?

Yes

b.1 Type of HVAC system

Please select whether the HVAC is an upgrade or a new system from the following drop down:

HVAC upgrade

c. Project type

Please select the type of construction project.

Renovation

c.1 Square footage in excess of 5,000 square feet

Is the building square footage (new construction and/or renovation) 5,000 SF or more?

Yes

c.2 Building square footage

What is the building square footage, indicate whether the square footage is new, renovation, or both? (500 character limit)

7,200

d. For renovation projects only, does the cost exceed 25% of the current value of the property?

Select from the drop down list.

Yes

d.1. What is the current property value?

Current property value is determine based on the assessed or appraised value. What is the total project cost for the renovations? Please provide both amounts in your response. (500 character limit)

The building has not been assessed by the County assessor and not appraised. The replacement value based on current construction costs is

$3,200,000. The project budget is $1,385,882. The project will save the structure of the facility but will replace nearly every other functional part including the building envelope. It will be "like new".

e. Does this project meet the HPCP criteria?

If you answered "yes" to questions a and b, then your project likely meets the HPCP applicability criteria and you must complete the HPCP registration form and preliminary checklist and upload below. (See DOLA's HPCP web page for registration and checklist form.)

Yes

e.1 HPCP registration form and checklist

If you answered yes above, please upload the HPCP registration and checklist from from **https://cdola.colorado.gov/high-performance-certification-program** in an Excel format.

Download

f. Third party verification

Have you included any costs in the budget for this grant application for third party verification to comply with the High Performance Certification Program?

Yes

f.1 Third party verification cost

If you answered yes above, please specify the estimated cost for third party verification/certification. (500 character limit)

Third party verification by a consulting engineer is included in the engineering budget for the project.

f.2 Third party verification resources

Will you need assistance locating resources, third party consultants, or technical assistance for HPCP third party verification requirements, preparing cost estimates, or otherwise complying with the HPCP?

f.2.i Third party verification resources required

If you answered yes above, please describe the type of resource identification assistance you need. (1,000 character limit)

M. ENVIRONMENTAL REVIEW

Indicate below whether any of the proposed project activities:

a. Will the project be undertaken in flood hazard areas?

No

a.1 List flood plain maps/studies reviewed. Describe alternatives considered.

(2,000 character limit)

b. Will affect historical, archaeological, or cultural resources or be in a geological hazard area?

Select from the drop down menu.

No

b.1 If yes, describe alternatives considered and mitigation proposed.

(2,000 character limit)

c. Address any other public health or safety related concerns not previously identified.

Select from the drop down menu.

No

c.1 If yes, please explain.

(2,000 character limit)

N. FINANCIAL INFORMATION (CURRENT YEAR)

Please download and complete an Applicant Financials Template with the lead agency information as well as any co-applicants on this application. The Applicant Financials Template is on the DOLA website under Forms and Resources tab at **https://cdola.colorado.gov/funding-programs/energy/mineral-impact-assistance-fund-grant-eiaf.**

a. Financial Information Upload

Please upload the completed Project Financials in an Excel format and name it: <Organization>Financials.xls. Example: "LincolnCountyFinancials.xls"

Download 2022 CB shop EIAF Applicant Financials Template PS.xls

O. PROJECT BUDGET

Please download and complete the Budget Template with the lead agency information as well as any co-applicants on this application. The Budget Template is on the DOLA website under Forms and Resources tab at **https://cdola.colorado.gov/funding-programs/energy/mineral-impact-assistance-fund-grant-eiaf**. Please upload the completed Project Budget in an Excel format and name it: <Organization>Budget.xls Example: "LincolnCountyBudget.xls"

a. Applicant Project Budget Upload

Please upload a completed Applicant Project Budget Template as an Excel document.

Download CB shop_Project Budget Template xls .xls

P. TABOR COMPLIANCE

a. Voter authorization

Does the applicant jurisdiction have voter authorization to receive and expend state grants without regard to TABOR spending limitations?

Yes

a.1 If yes, please explain

(500 character limit)

In 1996 the voter's of Gunnison County approved referendum 1A which stated: "May Gunnison County, without any increase in County tax rates and without exceeding the property tax limit, keep and spend for County services and capital expenditures, in 1996 and each year thereafter, any excess revenues from grants, fees, interest, sales tax and all other revenue sources without being limited by the restrictions of Article X, Section 20 of the Colorado Constitution?

a.2 If no, please respond below.

If no, would receipt of these grant funds, if awarded, result in the local government exceeding revenue limitations, prompting a refund?

No

b. Attorney Affirmation

Affirm Local Government Attorney has confirmed the above TABOR statement.

Yes

Q. OFFICIAL ACTION

a. Date of official Board, Council or Commission action

Enter the date that this application was approved for submission to DOLA by the Board, Council or Commission.

09/06/2022

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

This IGA is between Gunnison Co. and the Town of Marble; establishing the manner in which funds from settlements between the State of Colorado and opioid manufacturers shall be divided and distributed locally.

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: GUNCOUNTY1\mhoyt Discharge Date: 9/1/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 9/6/2022

Revised April 2015

OID SETTLEMENT
INTERGOVERNMENTAL AGREEMENT

THIS OPIOID SETTLEMENT INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made between Gunnison County, Colorado ("County"), and the Town of Marble, Colorado ("Town") (collectively, the "Parties") pursuant to Section 29-1-203, C.R.S., as amended.

RECITALS

WHEREAS, the State of Colorado and participating local governments negotiated the Colorado Opioids Settlement Memorandum of Understanding (the "Colorado MOU"), establishing the manner in which funds from settlements between the State of Colorado and opioid manufacturers shall be divided and distributed within the State;

WHEREAS, the Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Agreement shall be construed in conformity with the Colorado MOU;

WHEREAS, pursuant to the Colorado MOU and the Colorado Opioid Settlement Tracker ("COST"), the Town has the option of opting in to receive a direct share of opioid settlement funds;

WHEREAS, the Town intends to not only opt-in to receive these direct payments but also direct them to the County, so as to best consolidate resources in the community to combat opioid abuse and addiction

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

1. **DEFINITIONS**. The defined terms used in this Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Agreement.
2. **OBLIGATIONS OF THE PARTIES**.

2.1. The Town shall:

2.1.1. By July 31, 2022 and any other subsequent deadline, indicate in writing to the Office of the Colorado Attorney General, or other relevant State agency, its desire to opt in and receive and accept its local share of opioid settlement funds.

2.1.2. Remit to the County all payments received pursuant to the COST and the Colorado MOU upon receipt of such funds.

2.2. The County shall:

2.2.1. Prepare, at least annually and on behalf of the Town, all reporting required by the State of Colorado regarding the expenditures of such funds, including any reporting required by the Colorado Opioid Abatement Council ("COAC").

2.2.2. At the Town's request, share with the Town any drafts of the reporting required by Section 2.2.1 of this Agreement and receive input from the Town regarding such drafts.

6. **RECORDKEEPING**. The County shall be responsible for maintaining records consistent with this Agreement.

7. **OBLIGATIONS OF THE PARTIES**. The Parties shall perform their respective obligations as set forth in the Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.

8. **TERM**. The Agreement will commence on the date it is executed by all parties, and shall expire on the date the last settlement payment to the Town, consistent with the terms of the Colorado MOU and any applicable settlement agreement (the "Term"), unless otherwise renewed by amendment to this Agreement.

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

10. **CONFIDENTIALITY**. The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Party or otherwise have access to, except as may be required by law. Nothing in this Agreement shall in any way limit the ability of the Parties to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the "Act"). In the event of a request to a Party for disclosure of confidential materials, the Party shall advise the Parties of such request in order to give the Parties the opportunity to

object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Party objects to disclosure of any of its material, the Party shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Party agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Parties may tender all material to the court for judicial determination of the issue of disclosure.

11. **GOVERNING LAW; VENUE**. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating to the Agreement will be in the applicable District Court of the State of Colorado for the county of Gunnison.

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

13. **NOTICES**. "Key Notices" under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission 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 facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original

document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the following addresses:

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

With copy to: Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Town: Town of Marble, Attn: Town Administrator, 322 W. Park St., Marble, CO 81623.

14. GENERAL TERMS AND CONDITIONS

14.1. Independent Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

14.2. Assignment. This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.

14.3. Integration and Amendment. This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect.

14.4. 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.

14.5. Captions and References. The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections,

subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

14.6. **Statutes, Regulations, and Other Authority**. Any reference in this Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.

14.7. **Conflict of Interest**. No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.

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

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

14.10. **Waiver of Rights and Remedies**. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

14.11. **No Third-Party Beneficiaries**. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

14.12. Records Retention. The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties upon the request by any Party.

14.13. Execution by Counterparts; Electronic Signatures and Records. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq*. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

THEREFORE, IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date shown below.

GUNNISION COUNTY, COLORADO
BY AND THROUGH ITS BOARD OF COMMISSIONERS

By: ~~Jonathan Houck, Chair~~ Matthew Birnie, County Manager
Date: 8/31/2022

ATTEST:

By: Melanie Bollig, Deputy Clerk
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

TOWN OF MARBLE
BY AND THROUGH ITS BOARD OF TRUSTEES

By: Emma Bielski, Mayor Pro Tem
Date: 8/25/2022

ATTEST:

By: Ron Leach, Town Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Road Project Agreement Between Gunnis

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: U.S. Forest Service

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

Summary:

The USFS wants to enter into a cooperative agreement with the County to place gravel on the Alpine Plateau road. This road access development as well as public lands and is in need of surfacing. The USFS is supplying the gravel and the County is supplying the equipment and labor. This project

Fiscal Impact: 321,961.00

Submitted by: Martin Schmidt **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 9/2/2022

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

Comments:
Recognizing USFS will likely not agree to changes to its standard contract form, appears legally sufficent. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 8/25/2022 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

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

Agenda Date: 9/6/2022

Revised April 2015

FS Agreement No. 22-RO-11020400-048

Cooperator Agreement No. _____

ROAD PROJECT AGREEMENT
Between
GUNNISON, COUNTY OF
And The
USDA, FOREST SERVICE, GRAND MESA, UNCOMPAHGRE AND GUNNISON NATIONAL FORESTS
GUNNISON RANGER DISTRICT

This Project Agreement (agreement) is hereby made and entered into by and between Gunnison County, hereinafter referred to as "County," and the USDA, Forest Service, Grand Mesa, Uncompahgre and Gunnison National Forests, hereinafter referred to as the "U.S. Forest Service," as specified under the authority and provisions of the Cooperative Forest Road Agreement #22-RO-11020400-019 executed between the parties on April 6, 2022.

Project Title: **NFSR 867 Alpine Plateau Gravel Haul**

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on April 6, 2022. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.

- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.
- Work must be completed in accordance with agreed upon standards.

II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation for the **NFSR 867 Gravel Haul Project.** The USFS will supply 20,000 tons of gravel from the Alpine Pit. Gunnison County will be authorized, through this agreement, to load, haul, place, and compact the 1 ½" aggregate on 826 from Highway 50 to the Arrowhead subdivision. The county will supply all the needed equipment and operators, including loader, grader, backhoe, bellydumps and associated support vehicles. The work is as described in the hereby incorporated financial plan, attached as Exhibit A.

III. THE COOPERATOR SHALL:

A. Perform in accordance with the Financial and Operating Plan, Exhibit A.

IV. THE U.S. FOREST SERVICE SHALL:

A. Perform in accordance with the Financial and Operating Plan, Exhibit A.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Sparky Casebolt III Address: 195 Basin Park Drive City, State, Zip: Gunnison, CO 81230 Telephone: 970-641-0044 FAX: 970-641-8120 Email: ECaseboltIII@gunnisoncounty.org	Name: Debbie Ferchau Address: 195 Basin Park Drive City, State, Zip: Gunnison, CO 81230 Telephone: 970-641-0044 FAX: 970-641-8120 Email: dferchau@gunnisoncounty.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Garth Gantt Address: 216 North Colorado Street City, State, Zip: Gunnison, CO 81230 Telephone: 970-642-4432 FAX: 970-642-4425 Email: garth.gantt@usda.gov	Name: Merna Fehlmann Address: 2250 South Main Street City, State, Zip: Delta, CO 81416 Telephone: 970-874-6600 FAX: 970-874-6698 Email: merna.fehlmann@usda.gov

B. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.

C. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 USC 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

D. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

E. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of County's purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over 1 year.

F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or County from participating in similar activities with other public or private agencies, organizations, and individuals.

G. ENDORSEMENT. Any of County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of County's products or activities.

H. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.

I. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 90 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

J. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. (Excess funds must be refunded within 60 days after the effective date, OR Excess funds must be refunded in accordance with the REFUND provision of the agreement).

K. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through 4/6/2027 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

L. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

JONATHAN HOUCK, Chairperson Date
Gunnison County Board of County Commissioners

CHAD STEWART, Forest Supervisor Date
U.S. Forest Service, Grand Mesa, Uncompahgre, &
Gunnison National Forests

The authority and format of this agreement have been reviewed and approved for signature.

Merna Fehlmann Digitally signed by Merna Fehlmann
Date: 2022.07.06 09:19:52 -06'00'

Merna Fehlmann — Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment: Taylor Park Road

USFS Agreement No.: 22-RO-11020400-048 Mod. No.:

Cooperator Agreement No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		
COST ELEMENTS	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	(e) Total
Direct Costs					
Salaries/Labor	$1,925.00	$0.00	$161,220.00	$0.00	$163,145.00
Travel	$0.00	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$160,745.00	$0.00	$160,745.00
Supplies/Materials	$200,000.00	$0.00	$0.00	$0.00	$200,000.00
Printing	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00	$0.00
Other					$0.00
Subtotal	$201,925.00	$0.00	$321,965.00	$0.00	$523,890.00
Coop Indirect Costs		$0.00	$0.00		$0.00
FS Overhead Costs	$26,250.25				$26,250.25
Total	$228,175.25	$0.00	$321,965.00	$0.00	
Total Project Value:					$550,140.25

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 41.48%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 58.52%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Garth Gantt		$385.00	5.00		$1,925.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Salaries/Labor		**$1,925.00**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Travel		**$0.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Equipment		$0.00

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
1.5" Crushed Road Base	# tons	20000.00	$10.00	$200,000.00
				$0.00
				$0.00
				$0.00
Non-Standard Calculation				

Total Supplies/Materials		$200,000.00

Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					$0.00
Non-Standard Calculation					

Total Printing		$0.00

Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
					$0.00
					$0.00
					$0.00
					$0.00
Non-Standard Calculation					

Total Other		$0.00

Subtotal Direct Costs	$201,925.00

Forest Service Overhead Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
13.00%	$201,925.00			$26,250.25
Total FS Overhead Costs				**$26,250.25**

TOTAL COST	$228,175.25

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Operator	6	$400.00	65.00		$156,000.00
Foreman	1	$174.00	30.00		$5,220.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Salaries/Labor		**$161,220.00**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Travel		**$0.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
140 H Grader	1.00	$560.00	65.00		$36,400.00
Water Truck	1.00	$350.00	65.00		$22,750.00
Belly Dump	3.00	$441.00	65.00		$85,995.00
950 G Loader	1.00	$240.00	65.00		$15,600.00
					$0.00
					$0.00

Total Equipment				$160,745.00

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				$0.00
				$0.00
				$0.00
				$0.00
Non-Standard Calculation				
Total Supplies/Materials				**$0.00**

Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					$0.00
Non-Standard Calculation					
					$0.00
Total Printing					**$0.00**

Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
					$0.00
					$0.00
					$0.00
					$0.00
Non-Standard Calculation					
Total Other					**$0.00**

Subtotal Direct Costs	$321,965.00

Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
	$321,965.00			$0.00
Total Coop. Indirect Costs				**$0.00**

TOTAL COST	**$321,965.00**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Motion

Parties to the Agreement:

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

Summary:

This is a contract for a Phase I Environmental Site Assessment on the Warren Property. The contractor wished to start right away, so CM Birnie has signed.

Fiscal Impact: $2,800

Submitted by: M. Bollig for Stephanie Petsch **Submitter's Email Address:** spetsch@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 9/2/2022

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

Comments:
Legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 8/29/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

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

Agenda Date: 9/6/2022

Revised April 2015

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") is made and entered into this 25th day of August, 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Ave., Gunnison, CO 81230 ("Gunnison County") and Cesare, Inc., whose address is 7108 S. Alton Way, Building B, Centennial, CO 80112 ("Contractor"). RECITALS

WHEREAS, the Contractor desires to provide services according to this Agreement as identified in the Scope of Work, attached and incorporated as Appendix A ("Services"); and

WHEREAS, Gunnison County desires to engage Contractor to provide such Services pursuant to this Agreement.

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on September 6, 2022 and shall terminate on October 31st, 2022 (the "Term"), unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Affordable Housing 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 **two thousand eight hundred dollars ($2,800.00)** (the "Compensation"). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

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 for any injury to one person in any single occurrence, 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, the sum of One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00).

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 any injury to one person in any single occurrence and in an amount no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injury to two or more persons in any single occurrence.

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to

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

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

Contractor agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement.

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

8. DISCRIMINATION.

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

9. IMMIGRATION COMPLIANCE CERTIFICATION.

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

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

c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

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

10. ADA COMPLIANCE.

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

11. MISCELLANEOUS.

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

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

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. 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.

12. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Contractor and, therefore, Contractor shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

13. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Appendix A.

14. 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 Ave. Gunnison, Colorado 81230 Phone: 970-641-0248
With a copy to:	Board of County Commissioners Gunnison County 200 E. Virginia Ave. Gunnison, Colorado 81230
Contractor:	Cesare, Inc. 7108 S. Alton Way, Building B, Centennial, CO 80112

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.

15. GOVERNING LAW.

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

16. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

17. 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.

18. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, Manager

ATTEST:

_____ Deputy
Clerk

GUNNISON COUNTY SEAL COLORADO

CONTRACTOR

By: _____

APPENDIX “A” SCOPE OF SERVICES

Refer “Proposal Agreement No. SC220809” attached

August 17, 2022

Mr. Rick Lamport
Airport Manager
Gunnison-Crested Butte Regional Airport
519 Rio Grande Avenue
Gunnison, CO 81230

Subject: Proposed Phase I Environmental Site Assessment (ESA)
Warren Property
Gunnison, Colorado
Proposal Agreement No. SC220809

Dear Mr. Lamport:

CMT Technical Services - Colorado (CMTTS) is pleased to submit this proposal to Gunnison-Crested Butte Regional Airport (Client) for a Phase I environmental site assessment (ESA). CMTTS will utilize Farmer Environmental Group, LLC (Farmer) to conduct the assessment.

The Phase I ESA will be conducted in accordance with the ASTM International publication, "ASTM E1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process". The professional services will include the following tasks:

TASK 1: Site survey and area research.
TASK 2: Surrounding land use survey.
TASK 3: Geological, hydrological, and topographical information.
TASK 4: Historical review of the site records and use.
TASK 5: Regulatory review of current and past activities on the site.
TASK 6: Data evaluation.
TASK 7: Report preparation.

This Phase I ESA will not include historical chain-of-title research as the subject site appears to consist of several contiguous tracts and historical title documentation would be lengthy and costly. In the event that the Client wishes to engage historical chain-of-title research, Farmer will provide a separate cost estimate for this work.

No soil sampling, groundwater testing, drinking water testing, or other sampling measures are included in the scope of this ESA. Where analytical results are available, the potential for contamination from these sources will be evaluated and the results will be included in this assessment.

CMTTS will perform the proposed services for a lump sum fee of $2,800.

ADDITIONAL SERVICES

CMTTS anticipates that some clarification/discussion with the Client and/or other members of Client's design team may be desired/needed after submittal of CMTTS's report. CMTTS strongly encourages this collaboration. Client agrees to compensate CMTTS for additional consultation or services provided on a time and materials basis, according to CMTTS's current standard schedule of fees. More extensive changes in scope, including but not limited to additional analysis, research, report revisions, engineering, site observations, field or laboratory testing, etc., warrant a presentation of the proposed services and estimated fees and will be performed upon Client's acknowledgment and written authorization.

DRD/ksm

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for the 2022 Emergency Management Perform

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County, State of Colorado DHSEM

Term Begins: Jan 1, 2022 **Term Ends:** **Grant Contract #:** 22EM-23-23

Summary:

Emergency Management Program Grant. Award letter signature.

Fiscal Impact: 50% match, County share $ 60,273.00

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 9/2/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 8/19/2022 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

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

Agenda Date: 9/6/2022

Revised April 2015

COLORADO
Division of Homeland Security
& Emergency Management
Department of Public Safety

Office of Grants Management
8000 South Chester Street, Suite 575
Centennial, CO 80112

Scott Morrill
Emergency Manager
Gunnison County
200 E. Virginia Avenue
Gunnison, CO 81230

July 14, 2022

Re: 2022 Emergency Management Performance Grant Program (EMPG) Award Letter **22EM-23-23**

Dear Mr. Morrill,

The Colorado Division of Homeland Security & Emergency Management (DHSEM) is pleased to inform you that your application for funding pursuant to the 2022 Emergency Management Performance Grant (EMPG) is approved in the amount of **$120,546.00** (funding source: $60,273.00 Federal funds and $60,273.00 Local funds). Included with this Award Letter is a *Letter of Acceptance* for signature, the Statement of Work (SOW), and terms and conditions to review for this grant award.

Please take note of the following requirements effective January 1, 2022. All supporting documentation will accompany Requests for Reimbursement (RFRs) for EMPG awards as outlined in the attached Statement of Work (SOW) §§3.2.1 and 3.2.2, and as described on page 6 in the 2022 EMPG Master Guidance document. Delays to reimbursements as a result of missing documentation will occur until documentation requirements are satisfied.

1) Certified time card for 100% EMPG funded staff or signed Job Description with proof of payment.
   a) Print out from the accounting system (i.e. General Ledger)
   b) Print out from the payroll system
2) All other backup documents will be required with proof of payment
   a) Invoice
   b) Print out from the accounting system (i.e. General Ledger)

The requirements of part one (1) above are found in the Federal Regulations under Title 2 Code of Federal Regulations (CFR) Part 200.430 *Compensation—personal services*. The following link is directly to the Federal Guidance section:

OMB Guidance Section 200.430 Compensation-Personal Services

The project funds awarded is based on the project description provided in the application and outlined in the table on the following page.

COLORADO
Division of Homeland Security & Emergency Management
Department of Public Safety

Project Activity/Line Item	Federal Share	Required Non-Federal Local Share	Total Project
EMPG Activities	$ 60,273.00	$ 60,273.00	$ 120,546.00
Total Award Amount	**$ 120,546.00**		

The period of performance for the 2022 Emergency Management Performance Grant Program (EMPG) SDGA is from **January 1, 2022** to Decem**ber 31, 2022**. All requests for reimbursements must cover work completed, or expenditures claimed, within this period of performance. RFR and Progress Report submissions will continue to be submitted to your assigned Regional Field Service Manager.

DHSEM will issue your grant award as a Small Dollar Grant Agreement (SDGA). The issuance of the SDGA functions like a 'purchase order' for RFRs in the State financial system, and **does not** require original signatures on a formal agreement from your approving authorities.

To issue the SDGA, DHSEM must receive the **Letter of Acceptance** signed by an Authorized Signatory (See attached) submitted electronically to cdps_dhsem_empg-admin@state.co.us

DHSEM will issue the completed SDGA and terms and conditions for your grant award to you after receiving the above-mentioned required form. If your organization has updated or changed W-9 or banking information, new forms are required to update our financial system prior to issuing and completing the SDGA process.

For questions regarding your SDGA or the EMPG Program, please contact your assigned Regional Field Service Manager, or: **Charina Velasquez** at **Charina.Velasquez@state.co.us** or **(303) 552-6147**.

Please feel free to contact me at (720) 656-5864 or Charli.North@state.co.us if you have further questions on the award agreement process or agreement documents. Thank you for your assistance in managing this grant award.

Sincerely,

Charli Pringle-North

Charli Pringle-North, MPH
Grants and Agreements Supervisor
Colorado Department of Public Safety
Division of Homeland Security and Emergency Management

Attachments: Letter of Acceptance
W-9 Form
EFT Form

COLORADO
Division of Homeland Security & Emergency Management
Department of Public Safety

Letter of Acceptance

July 14, 2022

Encumbrance Number: 22EM-23-23
Subrecipient Name: Gunnison County
Grant Name: 2022 EMPG

This letter serves as notification and acceptance of the Small Dollar Grant Agreement (SDGA) for **2022 EMPG** in the amount of **$120,546.00** (funding source: $60,273.00 Federal funds and $60,273.00 Local funds) issued by the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management (CDPS/DHSEM).

By signing below, the agency, in accordance with acceptance, acknowledges the receipt, review and concurrence of the provided terms and conditions, scope of work, and any additional requirements identified. Additionally, if the agency has updated W-9 or banking information, such documents are included with this Letter of Acceptance for issuance of the award through the State financial system.

By signing and returning this letter, the undersigned holds authority to enter into, and understands and accepts all the terms and conditions outlined for the Small Dollar Grant Agreement referenced above.

By (Printed Name): _____

Title: _____

_____ Date: _____
*Signature

STATEMENT OF WORK

State Agency Department of Public Safety	**Grant Maximum Amount** $60,273.00
Grantee Board of County Commissioners of Gunnison County **Grantee UEI** NSN9FAGKEDJ9	**Grant Issuance Date** January 1, 2022
Small Dollar Grant Agreement Number: Encumbrance #: 22EM-23-23 Federal Award Identification # (FAIN): EMD-2021-EP-00010 Federal Award Date July 16, 2021 Name of Federal Awarding Agency DHS / FEMA Assistance Listing (CFDA): 97.042 Emergency Management Performance Grant Identification if the Award is for R&D: No	**Grant Expiration Date** December 31, 2022 **Fund Expenditure End Date** December 31, 2022
Grant Authority **Federal Authority** to enter into this Grant exists in Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA)*, as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); *the Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90448) (42 U.S.C. §§ 4001 et seq.) **State Authority** to enter this Grant exists in CRS §24-1-128.6.	

1. GENERAL DESCRIPTION OF THE PROJECT(S).

1.1 Project Description. Work Plan – Grantee will carry-out and work diligently to complete the tasks in their approved annual work plan. These tasks are listed by Emergency Management Function in the work plan document and are part of the Annual EMPG/LEMS Program Application along with the Staffing Plan, Program Budget and other required forms. Subrecipient will execute and complete the projects as specified and outlined in their approved 2022 application.

1.2 Project Expenses. Eligible project expenses for the EMPG grant award for reimbursement are allowable by Federal authority beginning on the Grant Issuance Date and ending on the Grant Expiration Date outlined in the table above.

Project expenses include costs for salaries and benefits for Grantee's emergency manager and emergency management staff, travel, emergency management office operating costs, and the costs associated with emergency management exercises, training, and planning activities. Eligible project expenses are reimbursed upon submission and approval of the quarterly request for reimbursement form and supporting documentation. The maximum reimbursement will not exceed 50% of project expenses. No more than 5% of this Grant may be used for Management and Administration (M&A) costs. Note: salaries of local emergency managers are not typically categorized as M&A, unless the local Emergency Management Agency (EMA) chooses to assign personnel to specific M&A activities. Additional specific eligible and ineligible cost information is listed in the FY 2021 EMGP Notice of Funding Opportunity found online at http://www.fema.gov/grants. All eligible expenses are listed in the budget agreement amount table of §7 of this SOW.

1.3 Non-Federal Match: This non-federal match section applies to this Grant. This Grant requires a non-federal match contribution of 50% of the total Grant budget. Documentation of expenditures for the non-

federal match contribution is required with each drawdown request. If applicable the match may include in-kind match.

2. PRINCIPAL REPRESENTATIVES:

For the State:	**For Grantee:**
Charli Pringle-North, MPH, Grants and Agreements Supervisor	Scott Morrill, Emergency Manager
Department of Public Safety,	Gunnison County
Division of Homeland Security & Emergency Management	
8000 South Chester Street, Suite 575	200 E. Virginia Avenue
Centennial, CO 80112	Gunnison, CO 81230
Charli.North@state.co.us	smorrill@gunnisoncounty.org

3. ADMINISTRATIVE REQUIREMENTS:

3.1 The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by the DHSEM.

3.2 Required Documentation: Grantees shall retain all procurement and payment documentation on site for inspection. Compliance with the Office of Management and Budget (OMB) regulations, Title 2 Code of Federal Regulations (CFR), Subpart D, Part 200.334 Retention requirements for records, is required under this subaward. Grantees shall retain all procurement, payment, and award documentation on site for inspection for three years after the Federal Award is closed by the DHSEM. The DHSEM anticipates the minimum retention date for the EMPG grant program of December 29, 2027, or thereafter, and is subject to change.

Retained records shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, time and effort reports, grant award documents, letters from DHSEM, and requests for reimbursement forms

Sufficient detail shall be provided with reimbursement requests to demonstrate that expenses are allowable and appropriate as detailed in the following sections.

3.2.1 Detailed backup documentation for salaries and benefits. In accordance with the Office of Management and Budget (OMB) regulations, Title 2 Code of Federal Regulations (CFR) Part 200.430 Compensation—personal services. Certified time cards for 100% EMPG funded staff, or signed Job Descriptions, with proof of payment must accompany requests for reimbursement (RFRs) under this award. For further reference, please visit:

OMB Guidance Section 200.430 Compensation-Personal Services

3.2.2 Supporting documentation for all expenses requested for reimbursement. Grantee shall ensure all proper supporting documentation is provided to validate expenses requested for reimbursement. Delays on reimbursements as a result of missing documentation will occur until documentation requirements are satisfied. The DHSEM reserves the right to request additional documentation and information as needed and necessary for processing requests. Supporting documentation should include, but is not limited to:

3.2.2.1 Invoices, receipts, approved travel reimbursement forms, or forms showing prior approval obtained for specified expenses, attendance forms, after action reports/process improvement plans, etc., and

3.2.2.2 Proof of payment for all expenses requested for reimbursement, such as credit card

statements; general ledgers which show payee name, date paid, check numbers (if applicable), transaction number, and amount; cancelled check copies; bank statements; printed receipts showing payment method used; etc. All proof of payment documents containing sensitive information should be redacted if not applicable to the expenses being supported. The DHSEM maintains sensitive documents on secured servers to protect information

3.3 Equipment or tangible goods. When requesting reimbursement for equipment items with a purchase price of or exceeding $5,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee's invoice and proof of payment. The unique identifying number can be the manufacturer's serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that equipment items with per unit cost of $5,000 or more are prominently marked in a manner similar to the following:

Purchased with funds provided by the U.S. Department of Homeland Security.

3.3.1 Services. Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided and the nature of the services.

3.4 Non-Supplanting Requirement: Grantees receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

3.5 Procurement: A Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantees should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source or other procurement issues. In addition:

3.5.1 Any sole source transaction in excess of $100,000 shall be approved in advance by the DHSEM.

3.5.2 Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.

3.5.3 Grantee shall verify Contractor(s) is/are not debarred from participation in state and federal programs by reviewing contractor debarment information on http://www.sam.gov.

3.5.4 When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subgrantees shall use the following phrase in the request listing:

"*This project was supported by grant #22EM-23-23, issued by the Colorado Division of Homeland Security and Emergency Management.*"

3.5.5 Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of $5,000 or more, are assigned without the prior written consent of the DHSEM.

3.6 Additional Administrative Requirements:

3.6.1 Any funds used to support emergency communications activities should comply with the FY 2022 SAFECOM Guidance for Emergency Communication Grants, at

FY 2022 SAFECOM Guidance on Emergency Communications Grants (cisa.gov)

3.6.2 All applicant agencies that own resources currently covered by the Colorado Resource Typing Standards must agree to participate in the State's Emergency Resource Inventory Report and update their information on a quarterly basis.

3.6.3 Regardless of exercise type or scope, After Action Reports/Improvement Plans are due to the DHSEM within 45 days of the exercise. All funding related to exercises must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), and must be National Incident Management System (NIMS) compliant.

4. REPORTING REQUIREMENTS:

4.1 Quarterly Progress Reports. The project(s) approved in this Grant are to be completed on or before the termination date stated in the Award Letter and opening summary table of this SOW. Grantee shall submit quarterly progress reports on financial and programmatic status for each project identified in this agreement using the format provided by the Department of Public Safety's Division of Homeland Security and Emergency Management (DHSEM) throughout the life of the grant.

Grantee shall include narrative and financial information describing project progress and accomplishments, and/or any delays in meeting project objectives and expenditures, to date as described in §4 of this Exhibit A.

Reports shall be submitted in accordance with the schedule table below. The order of the reporting period quarters below is irrelevant to the grant. Reports for the respective period are due on or before the due dates listed below if the grant is open during the "report period" time, and for every quarter that the grant remains open.

Report Period	**Due Date**
January –March	April 10
April – June	July 10
July – September	October 10
October – December	January 10

4.2 Final Reports: Grantee shall submit final progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the project/grant period of performance. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds. The final reports may substitute for the quarterly reports for the final quarter of the grant period.

If all projects are completed before the end of the grant period, the final report may be submitted at any time during the period of performance. Further reports are not due after the DHSEM has received, and sent notice of acceptance, of the final grant report.

5. PAYMENT:

5.1 Payment Schedule: Grantee shall submit requests for reimbursement using the DHSEM's provided form, submission preference, and quarterly at minimum. One original or electronically signed/submitted copy of the reimbursement request is due as outlined in the following table:

Reimbursement Quarters	Due Date
January –March	April 30
April – June	July 31
July – September	October 31
October – December	January 31

All requests shall be for eligible actual expenses incurred by Grantee, and as described in detail in the budget table(s) §7 of this SOW. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution as outlined in §§3.2.1 and 3.2.2 of this SOW.

If any progress reports are delinquent at the time of a payment request, the DHSEM may withhold such reimbursement until the required reports have been submitted.

5.2 Payment Amount: If non-federal match is required, such match shall be documented with every payment request. Excess match documented and submitted with one reimbursement request shall be applied to subsequent requests as necessary to maximize the allowable reimbursement.

6. TESTING AND ACCEPTANCE CRITERIA:

The DHSEM shall evaluate Project(s) through the review of Grantee submitted financial and progress reports, and may also conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management, and other requirements of this grant. The DHSEM will notify Grantee in advance of such on-site monitoring.

7. BUDGET AGREEMENT AMOUNT TABLE:

Project Activity/Line Item	*Federal Share*	*Required Non-Federal Local Share*	*TOTAL Project*
EMPG Activities	$ 60,273.00	$ 60,273.00	$ 120,546.00
TOTAL AWARD AMOUNT	**$ 120,546.00**		

GRANT FEDERAL PROVISIONS

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 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. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.5. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.6. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

2.1.7. "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.

2.1.8. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.8.2. Is not organized primarily for profit; and

2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.9. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.10. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.11. "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.

2.1.12. "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.

2.1.13. "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.

2.1.14. "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.

2.1.15. "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. "Unique Entity ID" means the Unique Entity ID established by the federal government for a Grantee at https://sam.gov/content/home.

2.1.18. "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.

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.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID 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. Unique Entity ID. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information at http://www.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 contracts and subcontracts 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 contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

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 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.

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. If Grantee is a Subrecipient, Grantee shall report as set forth below.

8.1.1. 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:

8.1.1.1. Subrecipient Unique Entity ID;

8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient parent's organization Unique Entity ID;

8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Grant, the following data elements:

8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.

8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

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 contracts 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 SUBRECEPIENT CONTRACTS.

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 subcontracts entered into by it pursuant to this Grant.

12.1.1. [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.

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 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," 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.

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. Contracts 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 contract 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 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.

12.1.7. 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.

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.

13. CERTIFICATIONS.

13.1. 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.

State of Colorado Small Dollar Grant Award Terms and Conditions

1. Offer/Acceptance. This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.

2. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** the Small dollar Grant Award document; **(2)** these terms and conditions (including, if applicable, Addendum 1 below); and **(3)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.

3. Changes. Once accepted in accordance with **§1**, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.

4. Definitions. The following terms shall be construed and interpreted as follows: **(a)** "**Award**" means an award by a Recipient to a Subrecipient; **(b)** "**Budget**" means the budget for the Work described in this Agreement; **(c)** "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(d)** "**UCC**" means the Uniform Commercial Code in CRS Title 4; **(e)** "**Effective Date**" means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f)** "**Federal Award**" means an award of federal financial assistance or a cost-reimbursement contract, , by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a vendor or payments to an individual that is a beneficiary of a Federal program; **(g)** "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient; **(h)** "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i)** "**Matching Funds**" mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j)** "**Recipient**" means the State agency identified on the face of the Small Dollar Grant Award; **(k)** "**Subcontractor**" means third parties, if any, engaged by Grantee to aid in performance of the

Work; **(l)** "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m)** "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and **(n)** "**Work**" means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. Delivery. Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.

6. Rights to Materials. [*Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.*] Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.

7. Grantee Records. Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time

during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Reporting. If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge: no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, of use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after

receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grantee.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

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

14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any

requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are **(a)** reasonable and necessary to accomplish the Work, and **(b)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

17. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

18. Subcontracts. Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

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

20. Survival of Certain Agreement Terms. Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

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

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

23. Indemnification. [***Not Applicable to Inter-governmental agreements***] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent vendors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: $1,000,000 each occurrence; $1,000,000 general aggregate; $1,000,000 products and completed operations aggregate; and $50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of $1,000,000 each occurrence and $1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall

be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§28**.

30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

31. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq*., 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, CRS §§24-30-

1501, *et seq*. 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.

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

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

34. Choice of Law, Jurisdiction and Venue. [***Not Applicable to Inter-governmental agreements***] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

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

ADDENDUM 1:
Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: **(a)** "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; **(b)** "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq*.; **(c)** "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; **(d)** "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; **(e)** "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501. . "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S. ; **(f)** "**State Confidential Information**" means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, **(g)** "**State Fiscal Rules**" means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); **(h)** "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; **(i)** "**State Records**" means any and all State data, information, and records, regardless of physical form; **(j)** "**Tax Information**" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k)** "**Work Product**" means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

ADDENDUM 1:
Additional Terms & Conditions for Information Technology

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at https://oit.colorado.gov/standards-policies-guides/technical-standards-policies, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance

under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior

to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at https://oit.colorado.gov/standards-policies-guides/technical-standards-policies, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq*. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Vendor, including, but not limited to, Vendor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Vendor is given direct access to any State databases containing PII, Vendor shall execute, on behalf of itself and its employees, the certification PII Individual Certification Form or PII Entity Certification Form [Download form from Hyperlink] on an annual basis and Vendor's duty shall continue as long as Vendor has direct access to any State databases containing PII. If Vendor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Vendor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

J. Software Piracy Prohibition. The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy

available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at https://oit.colorado.gov/standards-policies-guides/technical-standards-policies. Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

L. Accessibility. Grantee shall comply with and the Work Product provided under this PO shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. Grantee shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, *et seq*., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq*., C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

EFT DIRECT DEPOSIT AUTHORIZATION FORM

COLORADO
Office of the State Controller
Department of Personnel & Administration

SECTION I (DEPARTMENT USE) - PAYOR, STATE INFORMATION

STATE DEPARTMENT Colorado Department of Public Safety
VCUST# _____
MAILING ADDRESS 700 Kipling Street
ADDRESS ID _____
CITY, STATE, ZIP Lakewood, CO 80215
VERIFIED BY _____
DEPARTMENT CONTACT Izza Sakkiny
EMAIL izza.sakkiny@state.co.us
PHONE (303) 239-4110

SECTION II - PAYEE, VENDOR INFORMATION

VENDOR NAME _____
D/B/A (DOING BUSINESS AS, OPTIONAL) _____
MAILING ADDRESS _____
CITY, STATE, ZIP _____
EMAIL (FOR REMITTANCE ADVICE) _____ PHONE _____

SECTION III - DEPOSITORY FINANCIAL INSTITUTION AND ACCOUNT INFORMATION

INCLUDE A VOIDED CHECK (NOT A TEMPORARY CHECK OR DEPOSIT SLIP) OR SIGNED BANK LETTER THAT INCLUDES ALL INFORMATION REQUESTED IN THIS SECTION

BANK NAME _____ BRANCH ADDRESS _____
ROUTING NUMBER ___ ___ ___ ___ ___ ___ ___ ___ ___ ACCOUNT NUMBER _____
ACCOUNT TYPE ○ CHECKING ○ SAVINGS FOR FURTHER CREDIT (OPTIONAL) _____
PAYEE TAXPAYER ID (SSN/EIN) ___ ___ ___ ___ ___ ___ ___ ___ ___
SHOULD ALL PAYMENTS TO THIS TAXPAYER ID USE THIS BANK ACCOUNT? ○ YES ○ NO
IF NO, PLEASE EXPLAIN _____

SECTION IV - AUTHORIZATION FOR DIRECT DEPOSIT SET UP, CHANGE, OR CANCEL

○ SET UP ○ CHANGE ○ CANCEL FOR CHANGES ONLY, PLEASE PROVIDE EXISTING ROUTING & ACCOUNT NUMBER
ROUTING NUMBER ___ ___ ___ ___ ___ ___ ___ ___ ___ EXISTING ACCOUNT NUMBER _____

I certify that I have the authority to execute this authorization. I herby authorize the State of Colorado to initiate, change, or cancel EFT credit entries (deposits) and if necessary to reverse any incorrect EFT payments made in error to the bank account indicated above. In the event a reversal cannot be implemented, I understand the State will utilize any other lawful means to recover the deposited funds to which the payee was not entitled. This authorization is to remain in full force until the State has received written notification of cancellation in such time as to afford a reasonable opportunity to act on it.

PRINTED NAME _____ TITLE _____
SIGNATURE _____ DATE _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
COUNTY OF GUNNISON

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ Governmental Entity, Local Government

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
200 E. Virginia Ave

Requester's name and address (optional)

6 City, state, and ZIP code
Gunnison, CO 81230

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 4 - 6 0 0 0 7 7 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Jody Wise | **Date ▶** 7/22/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Transportation

Action Requested: County Manager Signature

Parties to the Agreement: CDOT - GC

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

Summary:

2nd year of CDOT grant

Fiscal Impact:

Submitted by: Kari Commerford **Submitter's Email Address:** kcommerford@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 9/2/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 8/25/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

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

Agenda Date: 9/6/2022

Revised April 2015

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STATE OF COLORADO AMENDMENT (1)

SIGNATURE AND COVER PAGE

State Agency Department of Transportation	**Subaward Amendment Number / PO Number** **22-HTS-ZL-00380-M0001 / 491002692**
Subrecipient GUNNISON COUNTY	**Original Subaward Agreement Number / PO Number** 22-HTS-ZL-00380 / 491002692
Amended Subaward Agreement Amount Current Total Encumbered Amount $189,998.20	**Subaward Agreement Performance Beginning Date** October 01, 2021
	Amended Agreement Expiration Date September 30, 2023
	Amended Fund Expenditure End Date September 30, 2023

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

GRANTEE GUNNISON COUNTY _____ By: , Jonathan Houck Date: _____	**STATE OF COLORADO** **Jared S. Polis, Governor** Department of Transportation Shoshana M. Lew, Executive Director _____ Stephen Harelson, P.E., Chief Engineer 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:_____
Department of Transportation

Effective Date:_____

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1) PARTIES

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

2) TERMINOLOGY

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

3) EFFECTIVE DATE AND ENFORCEABILITY

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 Grantee 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 Grant contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Grant.

4) PURPOSE

The purpose for this Amendment is to add funds, extend the agreement, and revise Exhibit A - Statement of Work and Budget as described in Section 5.

5) MODIFICATIONS

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

A. The Subaward Agreement Amount on the Subaward Agreement's Cover Page is hereby deleted and replaced with the Amended Subaward Agreement Amount (Current Total Encumbered Amount) shown on the Signature and Cover Page for this Amendment.

B. The Initial Agreement Expiration Date on the Subaward Agreement's Cover Page is hereby deleted and replaced with the Amended Agreement Expiration Date shown on the Signature and Cover Page for this Amendment.

C. The Fund Expenditure End Date on the Subaward Agreement's Cover Page is hereby deleted and replaced with the Amended Fund Expenditure End Date shown on the Signature and Cover Page for this Amendment.

D. Exhibit A is hereby deleted and replaced with Exhibit A.1.

E. All references to Exhibit A in the Subaward and any amendments are hereby deleted in its entirety and replaced with Exhibit A.1.

6) LIMITS OF EFFECT

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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EXHIBIT A.1, STATEMENT OF WORK AND BUDGET

Action Plan

Agency Name: Gunnison County

Project Title: Gunnison County Substance Abuse Prevention Pilot Project (GCSAPP)

WBS Element: 23NHTSA402.0313/UEI: NSN9FAGKEDJ9

Description

This program will allow GCSAPP to address impaired driving, excessive alcohol and marijuana use and community norms favorable towards substance use in Gunnison County. This will be done through 1) social hosting ordinances, community education on the benefits of limiting consumption in public to reduce the extent to which alcohol use is seen by youth as socially acceptable or normative, 2) collect and analyze community and HKCS data to understand our risk and protective factors, and 3) provide classroom-based drivers education programs focusing on impaired driving for youth in partnership with their parents.

The grantee shall provide the work through a grant at the prices and rates specified in this Action Plan. The budget will be within 10% in Years 2 and 3 as it was planned in Year 1. The planned activities noted below will be similar in Years 2 and 3.

Grantees Responsibilities

The grantee will provide the following types of services under this Contract:

1. Educate the community about Gunnison County's Risk and Protective Factors and the benefits of limiting public consumption to reduce the extent to which alcohol use is seen by youth as socially acceptable or normative and decrease impaired driving. Evaluation measures include educational events for the community, sign-in sheets, pre- and post-survey results, and creation of hot spot mapping to highlight alcohol outlet density, DUI, violence and crime rate data.
2. Collect and analyze community and Healthy Kids Colorado survey data to

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understand risk and protective factors, including an equity analysis of policies, and hotspot mapping of outlet density. Measurement will be data collection from community survey and HKCS surveys.

3. Provide classroom-based drivers education programs that focus messaging on impaired and distracted driver education; the family level with specific emphasis on the GDL program, and the societal and systems level by providing education to the greater community and stakeholders about our community risk factors that contribute to impaired driving, excessive alcohol and marijuana use. Evaluation measurement will be effective messaging in media outlets that reach that population, class attendance and pass rates.

If applicable, and in accordance with 23 CFR Part 1300 Appendix C, the accepting agency, as a representative of its political subdivision, requests the benefit of the CDOT Highway Safety Office's coordination of paid media, traffic safety marketing, and law enforcement liaison assistance to change driver behavior. The CDOT Highway Safety Office coordinates these activities Statewide to complement the initiatives outlined in your Scope of Work. These efforts include local jurisdictions and will be coordinated statewide. By signing this contract, the project director signifies their understanding and approves the use of these activities within their jurisdiction.

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FY 2022

Budget (Section 1 of 3)

Budget Summary

Personnel Services Totals:	$8,421.60	Operating Expenses Totals:	$15,734.04
Hourly Employee Totals:	$45,636.00	Contractual Services Totals:	$5,760.00
Fringe Benefit Costs Totals:	$10,812.00	Travel Expenses Totals:	$0.00
Capital Equipment Totals:	$0.00		

Subtotal Before Indirect Costs:	$86,363.64
Indirect Rate:	10.00%
Indirect Cost Totals:	$8,636.36
Budget Total:	$95,000.00

Name of Position	Salary Type	Monthly Salary Amount	Number of Months	Total
Director	Full-Time	$701.80	12.00	$8,421.60

Name of Position	Hourly Employee Rate Type	Pay Rate	Time Hours per Month	Total Pay per Month (Time Rate * Time Hours per Month)	Number of Months	Total
Translator	Straight Time Rate	$25.00	15.00	$375.00	12.00	$4,500.00

Name of Position	Hourly Employee Rate Type	Pay Rate	Time Hours per Month	Total Pay per Month (Time Rate * Time Hours per Month)	Number of Months	Total
Data Coordinator	Straight Time Rate	$28.00	50.00	$1,400.00	12.00	$16,800.00
Prevention Educator	Straight Time Rate	$26.00	78.00	$2,028.00	12.00	$24,336.00

Description	Total Monthly Fringe Costs	Number of Months	Total
20% of 53,122	$901.00	12.00	$10,812.00

Budget (Section 2 of 3)

Description	Operating Expense Type	Monthly Cost/Cost per Unit	Number of Months/Units	Total
GDL/Driver's Education materials	Cost per Unit	$123.00	12.00	$1,476.00
Community survey	Monthly Cost	$600.00	2.00	$1,200.00
copies	Monthly Cost	$100.67	12.00	$1,208.04
Rent	Monthly Cost	$300.00	12.00	$3,600.00
marketing/social media	Monthly Cost	$150.00	12.00	$1,800.00
1.5 computer	Monthly Cost	$450.00	12.00	$5,400.00
phone $60/ cell $115 land line (CDOT 50%)	Monthly Cost	$87.50	12.00	$1,050.00

Description	Monthly Miles	Number of Months	Cost per Mile	Total

Contractor	Planned Hours per Month	Number of Months	Time Rate per Hour	Total
Youth Advisor	24.00	12.00	$20.00	$5,760.00

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Budget (Section 3 of 3)

Description	Number of Persons	Travel Cost Per Person	Total

Description	Number of Units	Cost Per Unit	Total

Description	Indirect Rate	Subtotal Before Indirect Costs	Total
Indirect 10% de minimus	10.00%	$86,363.64	$8,636.36

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Gunnison County - FY23 Budget

Budget (Section 1 of 3)

Budget Summary

Personnel Services Totals:	$11,652.00	Operating Expenses Totals:	$13,770.00
Hourly Employee Totals:	$12,640.00	Contractual Services Totals:	$41,790.00
Fringe Benefit Costs Totals:	$3,840.00	Travel Expenses Totals:	$2,670.00
Capital Equipment Totals:	$0.00		

Subtotal Before Indirect Costs:	$86,362.00
Indirect Rate:	10.00%
Indirect Cost Totals:	$8,636.20
Budget Total:	$94,998.20

Name of Position	Salary Type	Monthly Salary Amount	Number of Months	Total
Program Director	Full-Time	$971.00	12.00	$11,652.00

Name of Position	Hourly Employee Rate Type	Pay Rate	Time Hours per Month	Total Pay per Month (Time Rate * Time Hours per Month	Number of Months	Total
Data Coordinator	Straight Time Rate	$35.00	41.00	$1,435.00	4.00	$5,740.00
Interpreter	Straight Time Rate	$25.00	23.00	$575.00	12.00	$6,900.00

Description	Total Monthly Fringe Costs	Number of Months	Total
flat amount	$320.00	12.00	$3,840.00

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Budget (Section 2 of 3)

Description	Operating Expense Type	Monthly Cost/Cost per Unit	Number of Months/Units	Total
GDL materials	Cost per Unit	$3,200.00	1.00	$3,200.00
community survey	Cost per Unit	$1,500.00	1.00	$1,500.00
Copies	Monthly Cost	$120.00	12.00	$1,440.00
rent	Monthly Cost	$200.00	12.00	$2,400.00
marketing/social media monthly	Monthly Cost	$140.00	12.00	$1,680.00
computer - 1FTE	Cost per Unit	$2,500.00	1.00	$2,500.00
phone $60/cell $115/land (50%)	Monthly Cost	$87.50	12.00	$1,050.00

Description	Monthly Miles	Number of Months	Cost per Mile	Total

Contractor	Planned Hours per Month	Number of Months	Time Rate per Hour	Total
Driver's Education/GDL	126.00	9.00	$35.00	$39,690.00
Youth advisor	12.00	7.00	$25.00	$2,100.00

Budget (Section 3 of 3)

Description	Number of Persons	Travel Cost Per Person	Total
per diem	3	$190.00	$570.00
hotel	3	$500.00	$1,500.00
motor pool	3	$200.00	$600.00

Description	Number of Units	Cost Per Unit	Total

Description	Indirect Rate	Subtotal Before Indirect Costs	Total
10%	10.00%	$86,362.00	$8,636.20

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Professional Services Agreement; Comm

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

contract for services

Fiscal Impact:

Submitted by: Kari Commerford **Submitter's Email Address:** kcommerford@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 9/2/2022

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

Comments:
Legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 8/29/2022 Certificate of Insurance Required

Yes (•) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

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

Agenda Date: 9/6/2022

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 1st day of September, 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Community Foundation of the Gunnison Valley, whose address is 525 N. Main Street, Gunnison, CO 81230 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding Coordination of CHC Subgroup ("Services").

[OR]

[as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").]

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on 09/01/2023, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Collective Impact 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 **$125 per month for 12 months** and No/100 U. S. Dollars ($**$ 1,500.00**). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

[IF THE TERM IS FOR MORE THAN 1 YEAR: This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of this Agreement.]

5. INSURANCE.

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

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

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

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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

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

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

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this

Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

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

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

8. [SOLE SOURCE CONTRACTS. [ONLY USE ON CONTRACTS $100,000 or more.]]

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

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

b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.

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

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

9. DISCRIMINATION.

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

10. IMMIGRATION COMPLIANCE CERTIFICATION.

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

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

c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.

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

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. MISCELLANEOUS.

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

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

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

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

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

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

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

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

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

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

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

15. OWNERSHIP OF PROPERTY.

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

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.

b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

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

20. FORCE MAJEURE.

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

the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

21. NOTICES.

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

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

With a copy to:
Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Contractor:
Community Foundation of the Gunnison Valley
525 N. Main Street, Gunnison, CO 81230

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

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

24. ENTIRE AGREEMENT.

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

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

25. RECORDS.

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

26. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth Smith, Commissioner

ATTEST:

_____
Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: _____

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Contractor will coordinate the "Locations and accessibility" action group of the health coalition. This will include approximately 5 hours of work each month (4 hours of prep time and 1 hour of meeting time), and this work will result in a defined workplan for the "Locations and accessibility" action group. Contractor will then coordinate the action group to achieve deliverables that were identified in the workplan.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Community Foundation of the Gunnison Valley

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ **501(c)(3)**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

525 North Main Street

6 City, state, and ZIP code

Gunnison, CO 81230

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	1	–	1	6	5	0	6	5	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ _____ **Date** ▶ 8/17/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Professional Services Agreement; Comm

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

contract for services

Fiscal Impact:

Submitted by: Kari Commerford **Submitter's Email Address:** kcommerford@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 9/2/2022

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

Comments:
Legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 8/29/2022 Certificate of Insurance Required

Yes (•) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

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

Agenda Date: 9/6/2022

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 1st day of September, 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Gunnison Country Food Pantry, whose address is 321 C N Main Street, Gunnison, CO 81230 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding Coordination of CHC Subgroup ("Services").

[OR]

[as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").]

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on 09/01/2023, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Collective Impact 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 **$125 per month for 12 months** and No/100 U. S. Dollars ($**$ 1,500.00**). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

[IF THE TERM IS FOR MORE THAN 1 YEAR: This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of this Agreement.]

5. INSURANCE.

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

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

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

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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

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

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

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this

Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

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

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

8. [SOLE SOURCE CONTRACTS. [ONLY USE ON CONTRACTS $100,000 or more.]]

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

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

b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.

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

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

9. DISCRIMINATION.

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

10. IMMIGRATION COMPLIANCE CERTIFICATION.

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

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

c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.

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

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. MISCELLANEOUS.

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

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

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

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

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

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

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

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

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

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

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

15. OWNERSHIP OF PROPERTY.

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

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.

b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

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

20. FORCE MAJEURE.

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

the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

21. NOTICES.

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

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

With a copy to: Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Contractor: **Gunnison Country Food Pantry**
321 C N Main Street, Gunnison, CO 81230
PO BOX 7077

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

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

24. ENTIRE AGREEMENT.

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

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

25. RECORDS.

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

26. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth Smith, Commissioner

ATTEST:

_____
Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: _____ 08/16/22

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Contractor will coordinate the "Education and Support for Businesses - Workplace Wellness" action group of the health coalition. This will include approximately 5 hours of work each month (4 hours of prep time and 1 hour of meeting time), and this work will result in a defined workplan for the "Education and Support for Businesses - Workplace Wellness" action group. Contractor will then coordinate the action group to achieve deliverables that were identified in the workplan.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Gunnison Country Food Pantry

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ 501(c)3

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 7077

Requester's name and address (optional)

6 City, state, and ZIP code
Gunnison, CO 81230-7077

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
2 0 - 8 1 9 7 4 6 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Jodi Vagni Date ▶ 08/15/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Professional Services Agreement; Comm

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

contract for services

Fiscal Impact:

Submitted by: Kari Commerford **Submitter's Email Address:** kcommerford@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 9/2/2022

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

Comments:
Legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 8/29/2022 Certificate of Insurance Required

Yes (•) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

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

Agenda Date: 9/6/2022

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 1st day of September, 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Gunnison Valley Mentors, whose address is 101 N. 8th Street, Gunnison, CO 81230 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding Coordination of CHC Subgroup ("Services").

[OR]

[as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").]

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on 09/01/2023, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Collective Impact 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 **$125 per month for 12 months** and No/100 U. S. Dollars ($**$ 1,500.00**). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

[IF THE TERM IS FOR MORE THAN 1 YEAR: This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of this Agreement.]

5. INSURANCE.

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

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

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

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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

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

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

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this

Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

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

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

8. [SOLE SOURCE CONTRACTS. [ONLY USE ON CONTRACTS $100,000 or more.]]

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

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

b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.

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

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

9. DISCRIMINATION.

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

10. IMMIGRATION COMPLIANCE CERTIFICATION.

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

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

c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.

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

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. MISCELLANEOUS.

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

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

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

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

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

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

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

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

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

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

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

15. OWNERSHIP OF PROPERTY.

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

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.

b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

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

20. FORCE MAJEURE.

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

the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

21. NOTICES.

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

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

With a copy to: Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Contractor: **Gunnison Valley Mentors**
101 N. 8th Street, Gunnison, CO 81230

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

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

24. ENTIRE AGREEMENT.

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

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

25. RECORDS.

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

26. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth Smith, Commissioner

ATTEST:

_____
Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: Tina McGuinness

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Contractor will coordinate the "Increase wide-spread sense of belonging" action group of the health coalition. This will include approximately 5 hours of work each month (4 hours of prep time and 1 hour of meeting time), and this work will result in a defined workplan for the "Increase wide-spread sense of belonging" action group. Contractor will then coordinate the action group to achieve deliverables that were identified in the workplan.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▸ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Gunnison Hinsdale Youth Services

2 Business name/disregarded entity name, if different from above
Gunnison Valley Mentors

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▸ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▸ **501c3 nonprofit**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
101 N 8th St

6 City, state, and ZIP code
Gunnison, CO 81230

7 List account number(s) here (optional)

Requester's name and address (optional)
Gunnison County Colorado

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
8 4 – 1 1 5 7 6 4 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▸ *Tina McGuinness* Date ▸ 8/22/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Road Project Agreement Between Gunnis

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: U.S. Forest Service

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

Summary:

The USFS want to enter into a cooperative project agreement with Gunnison County to use the USFS mobile rock crusher on Mirror Lake Road between Tincup and Mirror Lake. This device will be supplied by the USFS and hooked to a County loader to crush rocks in place to make a graveled

Fiscal Impact: 55,260.00

Submitted by: Martin Schmidt **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 9/2/2022

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

Comments:
Recognizing USFS will likely not agree to changes to its standard contract form, appears legally sufficent. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 8/25/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

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

Agenda Date: 9/6/2022

Revised April 2015

FS Agreement No. 22-RO-11020400-044

Cooperator Agreement No. _____

ROAD PROJECT AGREEMENT
Between
GUNNISON COUNTY OF
And The
USDA, FOREST SERVICE, GRAND MESA, UNCOMPAHGRE AND GUNNISON NATIONAL FORESTS
GUNNISON RANGER DISTRICT

This Project Agreement (agreement) is hereby made and entered into by and between Gunnison County of, hereinafter referred to as "County," and the USDA, Forest Service, Grand Mesa, Uncompahgre & Gunnison Natinal Forests, hereinafter referred to as the "U.S. Forest Service," as specified under the authority and provisions of the Cooperative Forest Road Agreement #22-RO-11020400-019, executed between the parties on April 6, 2022, expires 4/6/2027.

Project Title: **MOBILE ROCK CRUSHING NFSR 267 MIRROR LAKE ROAD**

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on April 6, 2022. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.

- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.
- Work must be completed in accordance with agreed upon standards.

II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation for the **NFSR 267 Mobile Rock Crushing and Road Reconstruction.** The USFS will supply a mobile rock crusher, along with one complete replacement set of hammers and anvils. Gunnison County will be authorized, through this agreement, to use the crusher, for the purposes of surfacing and road reconstruction on 726 from the east side of Tincup to Mirror Lake. The county will supply all other needed equipment and operators, including 950 loader, grader, backhoe, and associated support vehicles. The work is as described in the hereby incorporated financial plan, attached as Exhibit A.

III. THE COOPERATOR SHALL:

A. Perform in accordance with the Financial Plan, Exhibit A.

IV. THE U.S. FOREST SERVICE SHALL:

A. Perform in accordance with the Financial Plan, Exhibit A.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Sparky Casebolt III Address: 195 Basin Park Drive City, State, Zip: Gunnison, CO 81230 Telephone: 970-641-0044 FAX: 970-641-8120 Email: ECaseboltIII@gunnisoncounty.org	Name: Debbie Ferchau Address: 195 Basin Park Drive City, State, Zip: Gunnison, CO 81230 Telephone: 970-641-0044 FAX: 970-641-8120 Email: dferchau@gunnisoncounty.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Garth Gantt Address: 216 North Colorado Street City, State, Zip: Gunnison, CO 81230 Telephone: 970-642-4432 FAX: 970-642-4425 Email: ggantt@fs.fed.us	Name: Merna Fehlmann Address: 2250 South Main Street City, State, Zip: Delta, CO 81416 Telephone: 970-874-6600 FAX: 970-874-6698 Email: mfehlmann@fs.fed.us

B. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.

C. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 USC 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

D. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

E. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of County's purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over 1 year.

F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or County from participating in similar activities with other public or private agencies, organizations, and individuals.

G. ENDORSEMENT. Any of County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of County's products or activities.

H. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.

I. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 90 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

J. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. (Excess funds must be refunded within 60 days after the effective date, OR Excess funds must be refunded in accordance with the REFUND provision of the agreement).

K. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through 4/6/2027 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

L. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

JONATHAN HOUCK, Chairperson Date
Gunnison County Board of County Commissioners

CHAD STEWART, Forest Supervisor Date
U.S. Forest Service, Grand Mesa, Uncompahgre, and
Gunnison National Forest

The authority and format of this agreement have been reviewed and approved for signature.

Merna Fehlmann Digitally signed by Merna Fehlmann Date: 2022.06.30 08:23:59 -06'00'

Merna Fehlmann Date

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment:

USFS Agreement No.: 22-RO-11020400-044 Mod. No.:

Cooperator Agreement No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		
	(a)	(b)	(c)	(d)	
COST ELEMENTS	Noncash	Cash to Cooperator	Noncash	In-Kind	(e) Total
Direct Costs					
Salaries/Labor	$1,950.00	$0.00	$28,640.00	$0.00	$30,590.00
Travel	$0.00	$0.00	$0.00	$0.00	$0.00
Equipment	$7,200.00	$0.00	$26,620.00	$0.00	$33,820.00
Supplies/Materials	$13,500.00	$0.00	$0.00	$0.00	$13,500.00
Printing	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00	$0.00
Other					$0.00
Subtotal	$22,650.00	$0.00	$55,260.00	$0.00	$77,910.00
Coop Indirect Costs		$0.00	$0.00		$0.00
FS Overhead Costs	$2,944.50				$2,944.50
Total	$25,594.50	$0.00	$55,260.00	$0.00	
Total Project Value:					$80,854.50

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 31.66%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 68.34%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Gantt - Agreements		$390.00	5.00		$1,950.00
					$0.00

Non-Standard Calculation

Total Salaries/Labor		**$1,950.00**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Travel		**$0.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Use Rate/Hou	Total
5430-Mobile Rock Crusher		$450.00	16.00		$7,200.00
5430-Mobile Rock Crusher					$0.00

Non-Standard Calculation

Total Equipment		**$7,200.00**

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
Hammers Anvels Bolts		1.00	$13,500.00	$13,500.00
				$0.00
				$0.00
				$0.00
Non-Standard Calculation				
Total Supplies/Materials				**$13,500.00**

Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					$0.00
Non-Standard Calculation					
Total Printing					**$0.00**

Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
					$0.00
					$0.00
					$0.00
					$0.00
Non-Standard Calculation					
Total Other					**$0.00**

Subtotal Direct Costs	$22,650.00

Forest Service Overhead Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
13.00%	$22,650.00			$2,944.50
Total FS Overhead Costs				**$2,944.50**

TOTAL COST	**$25,594.50**

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Operators		$400.00	20.00		$8,000.00
Operators		$400.00	20.00		$8,000.00
Operators		$400.00	20.00		$8,000.00
Foreman		$232.00	20.00		$4,640.00
					$0.00

Non-Standard Calculation

Total Salaries/Labor		**$28,640.00**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Travel		**$0.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
140H Grader	1.00	$560.00	20.00		$11,200.00
950-G Loader	1.00	$420.00	20.00		$8,400.00
Water Truck	1.00	$275.00	20.00		$5,500.00
Pickup	2.00	$38.00	20.00		$1,520.00
					$0.00

	$0.00
Non-Standard Calculation	
Total Equipment	**$26,620.00**

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item	Total
				$0.00
				$0.00
				$0.00
				$0.00
Non-Standard Calculation				
Total Supplies/Materials				**$0.00**

Printing

Standard Calculation

Paper Material		# of Units	Cost/Unit		Total
					$0.00
Non-Standard Calculation					
					$0.00
Total Printing					**$0.00**

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
					$0.00
					$0.00
					$0.00
					$0.00
Non-Standard Calculation					
Total Other					**$0.00**

Subtotal Direct Costs	$55,260.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	$55,260.00			$0.00
Total Coop. Indirect Costs				**$0.00**

TOTAL COST	**$55,260.00**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Software as a Service Agreement; Tyle

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Tyler Technologies (Munis Finance software)

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

Summary:

Need approval of contract

Fiscal Impact: $236,960 over 3 years ($5k 1-time fee plus $77,320 recurring annual fee)

Submitted by: Chris Lindner **Submitter's Email Address:** clindner@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 9/2/2022

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

Comments:
Although not optimal, appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 8/25/2022 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

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

Agenda Date: 9/6/2022

Revised April 2015

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means Gunnison County, Colorado.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable, royalty-free (but subject to SaaS Fee payment obligations), limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this

Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You grant Tyler a limited, royalty-free, license to use your Data solely for the purposes of performing our obligations under and pursuant to the terms and conditions of this Agreement. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the

NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating

to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, and to the fullest extent permitted by law, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and

security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-

current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense. Such claims shall be subject to the limitations of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 to 24-10-120. This Paragraph 2.2 shall not be construed as a waiver of or limitation of the applicability of that Act.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT,

EACH PARTY'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE OTHER PARTY'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this

section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and

conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Socrata Solution Terms. Your use of certain Tyler solutions includes Tyler's Socrata data platform. Your rights, and the rights of any of your end users, to use Tyler's Socrata data platform is subject to the Socrata SaaS Services Terms of Service, available at https://www.tylertech.com/terms/socrata-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms

Schedule 1: Hyperlinked Terms
Schedule 2: DocOrigin Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	Gunnison County, Colorado
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____
Address for Notices: Tyler Technologies, Inc. One Tyler Drive Yarmouth, ME 04096 Attention: Chief Legal Officer	Address for Notices: Gunnison County 200 E. Virginia Ave. Gunnison, CO 81230-2248 Attention: _____

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By:	Brad Reed
Quote Expiration:	08/10/22
Quote Name:	Gunnison County - ERP - Munis SaaS
Quote Description:	Munis SaaS 3 Year
Saas Term	3.00

Sales Quotation For:
Gunnison County
200 E Virginia Ave
Gunnison CO 81230-2248
Phone: +1 (970) 641-1516

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting/GL/BG/AP	1	0	$ 11,853
Capital Assets	1	0	$ 3,071
Cash Management	1	0	$ 1,994
eProcurement	1	0	$ 1,994
Project & Grant Accounting	1	0	$ 2,393
Human Resources Management			
Human Resources & Talent Management	1	0	$ 5,480
Payroll w/ESS	1	0	$ 6,637
Recruiting	1	0	$ 1,097
Revenue Management			
Accounts Receivable	1	0	$ 2,632
Central Property File	1	0	$ 966
General Billing	1	0	$ 1,466
UB Interface	1	0	$ 1,097
Utility Billing CIS	1	0	$ 3,465

Civic Services				
Citizen Self Service		1	0	$ 2,632
Document Management				
Tyler Content Manager SE		1	0	$ 4,683
Additional				
Tyler Forms Processing		1	0	$ 3,173
Data Insights				
Munis Analytics & Reporting		1	0	$ 7,687
Subscription Fees				
Concurrent Users		15	0	$ 15,000
	TOTAL		**0**	**$ 77,320**

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
PACE Upgrade Assistance: Remote - Per Day	15	$ 185	$ 0	$ 0
Project Planning Services	1	$ 5,000	$ 5,000	$ 0
TOTAL			**$ 5,000**	**$ 0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 77,320
Total Tyler Services	$ 5,000	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 5,000**	**$ 77,320**
Contract Total	**$ 236,960**	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financial Management			
Accounting/GL/BG/AP	$ 11,853	$ 0	$ 11,853
Capital Assets	$ 3,071	$ 0	$ 3,071
Cash Management	$ 1,994	$ 0	$ 1,994
eProcurement	$ 1,994	$ 0	$ 1,994
Project & Grant Accounting	$ 2,393	$ 0	$ 2,393
Revenue Management			
Accounts Receivable	$ 2,632	$ 0	$ 2,632
Central Property File	$ 966	$ 0	$ 966
General Billing	$ 1,466	$ 0	$ 1,466
UB Interface	$ 1,097	$ 0	$ 1,097
Utility Billing CIS	$ 3,465	$ 0	$ 3,465
Civic Services			
Citizen Self Service	$ 2,632	$ 0	$ 2,632

Subscription Fees			
Concurrent Users	$ 15,000	$ 0	$ 15,000
Human Resources Management			
Human Resources & Talent Management	$ 5,480	$ 0	$ 5,480
Payroll w/ESS	$ 6,637	$ 0	$ 6,637
Recruiting	$ 1,097	$ 0	$ 1,097
Data Insights			
Munis Analytics & Reporting	$ 7,687	$ 0	$ 7,687
Document Management			
Tyler Content Manager SE	$ 4,683	$ 0	$ 4,683
Additional			
Tyler Forms Processing	$ 3,173	$ 0	$ 3,173
TOTAL	**$ 77,320**	**$ 0**	**$ 77,320**

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.
Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $5,000 per TB.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Upgrade PM Assistance: Includes 2 days of PM services per month. PM services include delivery and management of upgrade project plan, internal coordination of Tyler resources, and scheduled bi-weekly status calls to review the upgrade project. Upgrade PM Assistance does not include training or access to a Tyler Subject Matter Expert, as such, enrollment in PACE is strongly recommended to complement this service. Without additional services, clients are responsible for developing and executing upgrade test scenarios as well as conducting internal training for staff. Minimum service duration is 4 months, and clients may choose to extend this service by purchasing additional months (2 days per) at the then-current price.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Third Party Terms

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Exhibit D
Schedule 1
Hyperlinked Terms

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Exhibit D
Schedule 2
DocOrigin Terms

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A. **Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.

B. **Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.

C. **Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

1.5 **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

1.6 **Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.

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In certain jurisdictions, some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

6. INDEMNIFICATION & LIMITATIONS OF LIABILITY.

6.1 Eclipse Corporation shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against You to the extent arising out of or relating to misappropriation or infringement by the Software of any third party's proprietary or intellectual property right ("**Claims**"), and Eclipse Corporation shall pay all damages finally awarded by a court of competent jurisdiction to such third party against You, or any settlement amounts agreed by Eclipse Corporation; subject to the conditions that, You shall notify Eclipse Corporation promptly of any You Claims, permit Eclipse Corporation to control the defense and settlement of such Claims and assist Eclipse Corporation, at Eclipse Corporation's expense, in defending or settling such Claims. Eclipse Corporation shall not be liable for any settlement amounts entered into by You without Eclipse Corporation's prior written approval. If Eclipse Corporation has reason to believe that it would be subject to an injunction or continuing damages based on the Software, then Eclipse Corporation may (and if Eclipse Corporation or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the Software), then notwithstanding any other provision in this Agreement, Eclipse Corporation shall be entitled to either modify the Software to make it non-infringing and/or remove the misappropriated material, replace the Software or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require You to cease using the Software and refund to You (a) a pro rata portion of any one (1) time fees (based on a three (3) year, straight-line depreciation schedule from the date of payment), and (b) any fees that have been pre-paid by You but are unused. The foregoing notwithstanding, Eclipse Corporation shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of the Software with any other service, software, data or products not provided or approved by Eclipse Corporation; or (ii) the use of any material provided by You or any end users, (iii) any breach by You of this Agreement. THE FOREGOING IS ECLIPSE CORPORATION'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ECLIPSE CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ECLIPSE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

6.2 THE ENTIRE LIABILITY OF ECLIPSE CORPORATION AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY ECLIPSE CORPORATION IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.

6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation 's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 Governing Law and Venue if You are not located in the USA. This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA . No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; Board of County Commissioner

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: January 1, 2022 **Term Ends:** **Grant Contract #:**

Summary:

Contractor Agreement between the Town of CB, Gunnison County, and Coal Creek Watershed Coalition.

Fiscal Impact: 9,150.00

Submitted by: Donita Bishop **Submitter's Email Address:** dbishop@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 9/2/2022

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

Comments:
CAO notes that Contractor does not carry professional liability insurance, and contractor's automobile insurance is slightly lower than CAO requests. Nonetheless, given the importance of the proposed scope of work, CAO recommends this contract go forward as a business decision. ASFR 8.30.22

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser Discharge Date: 8/30/2022 Certificate of Insurance Required

Yes (•) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

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

Agenda Date: 9/6/2022

Revised April 2015

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT (the "Agreement") made effective the ___ day of September, 2022, by and among the Town of Crested Butte, Colorado whose address is P.O. Box 39, Crested Butte, Colorado 81224 (herein "Crested Butte"), the Board of County Commissioners of the County of Gunnison, Colorado whose address is 200 East Virginia Avenue, Gunnison, Colorado 81230 (herein "Gunnison County"), and Coal Creek Watershed Coalition, a Colorado nonprofit corporation whose address is P.O. Box 925, Crested Butte, Colorado 81224 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding appropriate site-specific water quality standards for Coal Creek;

Crested Butte and Gunnison County desire to engage Contractor to provide services as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A" ("Services"); and

The Contractor desires to provide those Services as identified in Appendix "A".

AGREEMENT

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

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on Appendix "A". All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Contractor acknowledges that this is a non-exclusive Agreement, and Crested Butte 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 January 1, 2022 and shall terminate on December 31, 2022, unless sooner terminated or replaced as provided herein.

3. COMPENSATION AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Crested Butte and Gunnison County shall equally pay Contractor fees at a rate of seventy-five and No/100 U.S. Dollars ($75.00) per hour not to exceed the amount of Eighteen Thousand Three Hundred and No/100 U. S. Dollars ($18,300.00) (the "Compensation"). Crested Butte and Gunnison County shall each pay $9,150 to Contractor by October 1, 2022. If this amount is not incurred, the excess paid will be refunded equally to Crested Butte and Gunnison County, or applied to a future contract for the same or similar services, as directed by each, Crested Butte and Gunnison County.

The Compensation shall also compensate Contractor for all travel, meals and lodging expenses reasonably incurred.

The Contractor shall not incur any fees, costs or expenses in excess of the Compensation without the express approval of both the Crested Butte Town Manager and the Gunnison County Attorney.

This Agreement is subject to Crested Butte and Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Crested Butte or Gunnison County fails or refuses to make such an appropriation, the non-appropriating party reserves the right to terminate this Agreement without penalty to Contractor pursuant to paragraph 13 of this Agreement.

4. STRATEGIC RESULT.

Contractor will assist Crested Butte and Gunnison County with protection of quantity and quality of water resources as expressly directed by the Town Manager and/or Town Attorney, and the County Manager and/or County Attorney, and as otherwise contemplated in the attached Scope of Work. Contractor, its subcontractors, independent contractors, agents, employees, officers and/or director shall not have any communications, written or oral, with the State of Colorado, Mt. Emmons Mining Company and/or Freeport McMoRan, Inc. (collectively herein "MEMC"), its and their subcontractors, independent contractors, agents, employees, officers, director and/or attorneys in regards to the Services or any issues regarding Mt. Emmons regarding the MOU among MEMC, Crested Butte, Gunnison County and the other parties referenced in the MOU dated February 12, 2016 without first obtaining express approval from the Town Manager and/or the Town Attorney, and the County Manager and/or County Attorney. Notwithstanding the foregoing, Contractor's environmental consultant, Ashley Bembenek with Alpine Environmental Consultants LLC may communicate with such persons respecting item No. 6 in the MOU as set forth in Appendix "A" attached hereto.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance

policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Crested Butte and Gunnison County, listing Crested Butte and Gunnison County as additional insureds, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Crested Butte and 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. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

b. 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 and No/100 U.S. Dollars ($1,000,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's and the Town'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 and the Town's rights or remedies under this Agreement.

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

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

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

8. DISCRIMINATION.

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

9. IMMIGRATION COMPLIANCE CERTIFICATION.

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

10. ADA COMPLIANCE.

The Contractor assures Crested Butte and 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 Crested Butte and Gunnison County rely.

11. MISCELLANEOUS.

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.

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.

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

12. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Contractor and, therefore, Contractor shall not delegate or assign its duties under this Agreement without the prior written consent of Crested Butte and Gunnison County, which consent Crested Butte or Gunnison County may withhold in their discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

13. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination.

14. 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:

Crested Butte: Town Manager
Town of Crested Butte
P.O. Box 39

Crested Butte, Colorado 81224

Director of Public Works
Town of Crested Butte
P.O. Box 39
Crested Butte, Colorado 81224

With a copy to: Town Attorney
Town of Crested Butte
P.O. Box 39
Crested Butte, Colorado 81224

Gunnison County: County Manager
Gunnison County
200 East Virginia Avenue
Gunnison, Colorado 81230

With a copy to: County Attorney
Gunnison County
200 East Virginia Avenue
Gunnison, Colorado 81230

Contractor: Coal Creek Watershed Coalition
P.O. Box 925
Crested Butte, Colorado 81224

Any 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.

15. GOVERNING LAW.

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

16. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

17. ENTIRE AGREEMENT.

This Agreement contains the entire agreement among 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.

18. 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.

19. 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.

20. 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.

21. FORCE MAJEURE.

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

(Remainder of Page Intentionally Left Blank;
Signature Page(s) To Follow)

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara MacDonald, Town Manager

ATTEST:

_____
Lynelle Standard, Town Clerk

(SEAL)

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson of the Board

ATTEST:

_____
Deputy County Clerk

(SEAL)

COAL CREEK WATERSHED COALITION,
a Colorado nonprofit corporation

By: _____
Name: _____
Title: _____

APPENDIX “A”

(Scope of Work)

April 8, 2022

Dara MacDonald, Town Manager
Town of Crested Butte
PO Box 39
Crested Butte, CO 81224

Matthew Hoyt, Attorney
Gunnison County
200 E. Virginia Avenue
Gunnison, CO 81230

Subject: 2022 Proposal for the Mt. Emmons and Coal Creek Project

Ms. MacDonald and Mr. Hoyt:

The Town of Crested Butte and Gunnison County are collaborating with Mt. Emmons Mining Company (MEMC), the Coal Creek Watershed Coalition (CCWC), and other stakeholders to address the long-term management of the Keystone Mine site and to develop site-specific standards for Coal Creek Segment 12. In the past temporary modifications, which are less stringent than aquatic life standards, were applied to the lower portion of Coal Creek due to uncertainty regarding pollutant sources. In 2017 the stakeholder group developed an interim set of standards, where the aquatic life standards apply for nine months of the year and temporary modifications are only used for three months of the year during snowmelt and high flow.

In the coming years, the stakeholder group will use data collected by CCWC and others to the determine the source of pollutants during snowmelt and high flow. This information will be used to develop protective site-specific standards for Coal Creek. The standards process will continue with the Regulation 35 hearing in 2022; typically discharge permits are renewed following the basin rulemaking hearing. The stakeholder group will also work collaboratively with MEMC to plan and implement clean-up activities at the Keystone Mine property. Local input is vital to assure the project is protective of Coal Creek, the Town's drinking water supply, and the environment. Clean-up activities at the Keystone Mine site are planned for the next several years.

Major Tasks:

During 2022 we expect to meet with the stakeholder group on a quarterly basis to continue water quality data evaluation, discuss management plans for Keystone Mine property, implications of the land exchange on discharge permits, and to assess diligence filings for water rights affiliated with the

Keystone Mine. The technical coordinator, Ashley Bembenek, will communicate with local parties before and after meetings, as needed, to assure progress between quarterly meetings.

Project Partnerships and Cost Sharing:

Since signing the memorandum of understanding (MOU) with MEMC and other parties in 2016, the Town and County have collaborated to represent local parties on issues related to Coal Creek and the historic Keystone Mine property.

Project Timeline and Cost Estimate:

The timeline is based upon a tentative schedule discussed by the stakeholder group and includes time for strategic meetings with local parties, quarterly technical meetings and associated travel expenses, water quality data analysis, and to evaluate MEMC's discharge permit and other technical elements of the project. The proposal addresses the technical expertise provided by Ashley Bembenek and assumes that the Town and County will continue to provide necessary legal services, as they have in the past. The anticipated total cost for 2022 is $18,300.00; where the Town and County each contribute $9,150.00. If additional meetings or tasks are developed by the stakeholder group during 2022, it may be necessary to revise this proposal.

Task	Sub-total
Project meetings	$ 4,800.00
Water quality data analysis	$ 6,000.00
WQCC rulemakings and permit issues	$ 7,500.00
Total Estimated Cost:	**$18,300.00**
Cost for Town of Crested Butte:	**$ 9,150.00**
Cost for Gunnison County:	**$ 9,150.00**

Please contact me to discuss any questions or concerns that you may have regarding the proposal. Thank you for your support.

Sincerely,

Ashley Bembenek
Technical Coordinator
Coal Creek Watershed Coalition
(970) 251-0029
abembenek@yahoo.com

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Road Project Agreement Between Gunnis

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: U.S. Forest Service

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

Summary:

The USFS is seeking a cooperative agreement with Gunnison County to resurface a portion of Taylor River Road. The forest service is providing materials for resurfacing a bridge and gravelling the road. Gunnison County is providing equipment and labor. There is no cash allocation from the

Fiscal Impact: 86,112.00

Submitted by: Martin Schmidt **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 9/2/2022

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

Comments:
Recognizing that USFS will likely not agree to make changes to this form agreement, appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 8/25/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

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

Agenda Date: 9/6/2022

Revised April 2015

FS Agreement No. 22-RO-11020400-040

Cooperator Agreement No. _____

ROAD PROJECT AGREEMENT
Between
GUNNISON COUNTY OF
And The
USDA, FOREST SERVICE, GRAND MESA, UNCOMPAHGRE AND GUNNISON NATIONAL FORESTS, GUNNISON RANGER DISTRICT

This Project Agreement (agreement) is hereby made and entered into by and between Gunnison County of, hereinafter referred to as "County," and the USDA, Forest Service, Grand Mesa, Uncompahgre and Gunison National Foests, hereinafter referred to as the "U.S. Forest Service," as specified under the authority and provisions of the Cooperative Forest Road Agreement #22-RO-11020400-019, executed between the parties on April 6, 2022.

Project Title: Taylor Canyon National Forest System Road 742 Reconstruction and Surfacing.

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on April 6, 2022. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.

- Work must be completed in accordance with agreed upon standards.

II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation for the **NFSR 765 and 742 reconstruction and surfacing project.** Gunnison County will be supplying aggregate road base from the Murdie Pit for surfacing and spot placement along NFSR 765 and 742. Supply of ¾ inch aggregate road base includes crushing, hauling, spreading and compacting in place. Additionally, approximately 160 tons of asphalt will be furnished, spread, and compacted on the deck and approaches of the Willow Creek #1 Bridge on 765. The asphalt will be a hot mix using a laydown machine in 2" lifts unless otherwise agreed upon in the field. The work is as described in the hereby incorporated financial plan, attached as Exhibit A.

III. THE COOPERATOR SHALL:

A. Perform in accordance with the Financial and Operating Plan, Exhibit A.

B. Bill the U.S. Forest Service for actual costs incurred, not to exceed **$80,000.00**

IV. THE U.S. FOREST SERVICE SHALL:

A. Perform in accordance with the Financial and Operating Plan, Exhibit A.

B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse County for the U.S. Forest Service's share of actual expenses incurred, not to exceed $80,000, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of County's quartley invoice. Each invoice from County must display the total project costs for the billing period.

Each invoice must include, at a minimum:

1) County's name, address, and telephone number
2) U.S. Forest Service agreement number
3) Invoice date
4) Performance dates of the work completed (start and end)
5) Total invoice amount for the billing period

The invoice must be forwarded to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

FAX: 877-687-4894

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment: Taylor Park Road

USFS Agreement No.: 22-RO-11020400-040 Mod. No.:

Cooperator Agreement No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		
	(a)	(b)	(c)	(d)	
COST ELEMENTS	Noncash	Cash to Cooperator	Noncash	In-Kind	(e) Total
Direct Costs					
Salaries/Labor	$1,925.00	$0.00	$45,984.00	$0.00	$47,909.00
Travel	$0.00	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$40,128.00	$0.00	$40,128.00
Supplies/Materials	$0.00	$80,000.00	$0.00	$0.00	$80,000.00
Printing	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00	$0.00
Other					$0.00
Subtotal	$1,925.00	$80,000.00	$86,112.00	$0.00	$168,037.00
Coop Indirect Costs		$0.00	$0.00		$0.00
FS Overhead Costs	$250.25				$250.25
Total	$2,175.25	$80,000.00	$86,112.00	$0.00	
Total Project Value:					$168,287.25

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 48.83%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 51.17%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Garth Gantt		$385.00	5.00		$1,925.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Salaries/Labor	**$1,925.00**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Travel	**$0.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Operator	6	$450.00	16.00		$43,200.00
Foreman	1	$174.00	16.00		$2,784.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Salaries/Labor	**$45,984.00**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Travel	**$0.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
140 H Grader	1.00	$560.00	16.00		$8,960.00
Water Truck	1.00	$385.00	16.00		$6,160.00
Belly Dump	3.00	$441.00	16.00		$21,168.00
950 G Loader	1.00	$240.00	16.00		$3,840.00
					$0.00
					$0.00

$0.00
$0.00

Non-Standard Calculation

Total Equipment	**$0.00**

Supplies/Materials

Standard Calculation

Supplies/Materials		# of tons	Cost/Item	Total
3/4" Crushed Road Base	CMRD/SRR Fu	6000.00	$10.00	$60,000.00
Asphalt	CMRD Funds	160.00	$125.00	$20,000.00
				$0.00

Non-Standard Calculation

Total Supplies/Materials	**$80,000.00**

Printing

Standard Calculation

Paper Material		# of Units	Cost/Unit		Total
					$0.00

Non-Standard Calculation

$0.00

Total Printing	**$0.00**

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Other	**$0.00**

Subtotal Direct Costs	$80,000.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	$80,000.00			$0.00

Total Coop. Indirect Costs	**$0.00**

TOTAL COST	**$80,000.00**

Total Equipment		$0.00

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item	Total
				$0.00
				$0.00
				$0.00
				$0.00

Non-Standard Calculation

Total Supplies/Materials		$0.00

Printing

Standard Calculation

Paper Material		# of Units	Cost/Unit		Total
					$0.00

Non-Standard Calculation

Total Printing		$0.00

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Other		$0.00

Subtotal Direct Costs	$1,925.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs			Total
13.00%	$1,925.00			$250.25
Total FS Overhead Costs				**$250.25**

TOTAL COST	$2,175.25

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description	Units	Cost/Day	# of Days		Total
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Salaries/Labor	**$0.00**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Travel	**$0.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

Total Equipment		$40,128.00

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				$0.00
				$0.00
				$0.00
				$0.00
Non-Standard Calculation				

Total Supplies/Materials		$0.00

Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					$0.00
Non-Standard Calculation					
					$0.00
Total Printing					**$0.00**

Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
					$0.00
					$0.00
					$0.00
					$0.00
Non-Standard Calculation					

Total Other		$0.00

Subtotal Direct Costs	$86,112.00

Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
	$86,112.00			$0.00
Total Coop. Indirect Costs				**$0.00**

TOTAL COST	$86,112.00

Send a copy to:
Garth Gantt
Gunnison Ranger District
216 North Colorado Street
Gunnison, CO 81230

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Sparky Casebolt III Address: 195 Basin Park Drive City, State, Zip: Gunnison, CO 81230 Telephone: 970-641-0044 FAX: 970-641-8120 Email: ECaseboltIII@gunnisoncounty.org	Name: Debbie Ferchau Address: 195 Basin Park Drive City, State, Zip: Gunnison, CO 81230 Telephone: 970-641-0044 FAX: 970-641-8120 Email: dferchau@gunnisoncounty.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Garth Gantt Address: 216 North Colorado Street City, State, Zip: Gunnison, CO 81230 Telephone: 970-642-4432 FAX: 970-642-4425 Email: ggantt@fs.fed.us	Name: Merna Fehlmann Address: 2250 South Main Street City, State, Zip: Delta, CO 81416 Telephone: 970-874-6600 FAX: 970-874-6698 Email: mfehlmann@fs.fed.us

B. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.

C. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 USC 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

D. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

E. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of County's purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over 1 year.

F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or County from participating in similar activities with other public or private agencies, organizations, and individuals.

G. ENDORSEMENT. Any of County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of County's products or activities.

H. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.

I. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 90 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

J. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. (Excess funds must be refunded within 60 days after the effective date, OR Excess funds must be refunded in accordance with the REFUND provision of the agreement).

K. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through five years at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

L. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

JONATHAN HOUCK, Chairperson — Date
Gunnison County Board of County Commissioners

CHAD STEWART, Forest Supervisor — Date
U.S. Forest Service, Grand Mesa, Uncompahgre and
Gunnison National Forests

The authority and format of this agreement have been reviewed and approved for signature.

Merna Fehlmann Digitally signed by Merna Fehlmann Date: 2022.05.25 08:27:20 -06'00'

Merna Fehlmann — Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Closure Request; County Road #4 (Peanut Lake Road)

Action Requested: County Manager Signature

Parties to the Agreement: Elk Run 5K

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

Summary:

This is an agreement to close the road for an annual fun run. The Elk Run 5K will close Peanut Lake Road (CR4).

Fiscal Impact:

Submitted by: Martin Schmidt **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Auto insurance does not appear to cover governmental immunity act limits, but umbrella policy may cover difference. As of Sept. 2, 2022 Public Works is working with applicant to research issue. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 9/2/2022 Certificate of Insurance Required

Yes ◉ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 9/6/2022

Revised April 2015

TEMPORARY ROAD USE AGREEMENT

THIS TEMPORARY ROAD USE AGREEMENT (hereinafter "Agreement") is made and entered into on this ___ day of _____, 2022, by and between Elk Run 5K, whose address is 2530 28th Street, #117, Boulder, Colorado 80301 (hereinafter "Elk Run 5K") and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (hereinafter "Gunnison County").

FOR AND IN CONSIDERATION of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. GRANT OF PERMISSION TO USE.

Gunnison County grants to the Elk Run 5K temporary permission to close a portion of County Road 4 (Peanut Lake Road) (the "Property") only as set forth herein.

2. TERM OF USE.

Elk Run 5K shall temporarily close a portion of County Road 4 (Peanut Lake Road), September 24, 2022 at 7:00 a.m. for all use and will re-open at 1:00 p.m. on September 24, 2022.

3. ELK RUN 5K'S USE LIMITED.

Elk Run 5K's use of County Road 4 (Peanut Lake Road) shall be for and limited to a single special event for the benefit of the public, specifically limited to use of the Property for a 5K run special event in accordance with previous historical use of the Property for such event.

4. OBLIGATIONS OF THE RESPECTIVE PARTIES.

a. Elk Run 5K shall ensure the full closure of County Road 4 (Peanut Lake Road) from its intersection with Butte Avenue to the end of the event route to all vehicle traffic, with the exception of Gunnison County personnel, emergency vehicles, law enforcement, and contractor traffic for the set-up, conduct and clean-up of the 5K run special event.

b. GOVERNMENT IMMUNITY. The parties agree and understand that both parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms 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 parties or any of their officers, agents, or employees.

c. Elk Run 5K shall ensure that Gunnison County is named as an additional insured with limits no less than:

Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, 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, the sum of One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars **($1,195,000.00).**

Elk Run 5K shall furnish to Gunnison County current certificates of such insurance to Gunnison County no later than Friday, September 16, 2022.

Nothing in this Agreement, including but not limited to the required or the existence of the insurance required hereunder is or shall be deemed a waiver by Elk Run 5K or Gunnison County of any defense or claim of sovereign immunity, nor a waiver of any other provision of law relating to the liability of governmental units or the limits thereof.

This provision 4.c. shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage caused or occurring prior to such termination.

d. Elk Run 5K shall be responsible for, and shall promptly pay to Gunnison County, all reasonable costs to repair any damage to County Road 4 (Peanut Lake Road) caused by their use of the Property under this Agreement.

e. Elk Run 5K will need to keep emergency access routes open through Butte Avenue and keep an emergency access route down County Road 4 (Peanut Lake Road).

f. Elk Run 5K will be responsible for communicating with residents at least 24 hours in advance of the scheduled event for access needs they have during the road closure period. Elk Run 5K will notify the lessees of the ranches that could possibly have animals in the pastures along County Road 4 (Peanut Lake Road).

g. Should any damage happen to adjacent fences, Elk Run 5K will be responsible for fixing the damage.

5. NON-WAIVER.

No covenant or condition of this Agreement may be waived except by the written consent of the parties hereto. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the term or condition to be performed by the other party to which the same may apply, and, until complete performance of said term or condition, the parties shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

6. NOTICES.

Service of all notices under this Agreement shall be sufficient if sent via hand delivery or certified registered mail as follows:

Elk Run 5K:

Emma Coburn
2530 28th Street, #117
Boulder, CO 80301

Gunnison County:

Board of County Commissioners
of the County of Gunnison, Colorado
c/o County Manager
200 East Virginia Avenue
Gunnison, CO 81230

7. SEVERABILITY.

In the event any term, condition or provision contained in this Agreement is held by any court of competent jurisdiction to be invalid, the invalidity of such term, condition or provision shall in no way affect any other covenant, condition or provision herein contained. Provided, however, that if the invalidity of such term, condition or provision causes material prejudice to either party hereto with respect to its respective rights and obligations contained in the remaining valid portions of this Agreement, then at the option of such party, this Agreement may be declared to be terminated.

8. GOVERNING LAW - BINDING AGREEMENT.

This Agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and be binding upon the parties hereto, their successors and assigns.

9. INDEMNIFICATION

Elk Run 5K 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 Elk Run 5k or its employees, participants, spectators, vendors or agents in connection with this Agreement. This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination or expiration.

10. ENTIRE AGREEMENT.

This instrument constitutes the entire Agreement between Gunnison County and Elk Run 5K, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

11. VENUE.

Venue for any and all legal actions regarding this Agreement shall lie in the District Court in and for the County of Gunnison and State of Colorado.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

ELK RUN 5K

By: Joel Vosburg
Joel Vosburg

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy County Clerk

LIVIJOU-01 AUTUMNW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Autumn Williamson
Mountain West In & Fin Serv LLC 100 E Victory Way Craig, CO 81625	PHONE (A/C, No, Ext): (970) 549-8582 FAX (A/C, No): E-MAIL ADDRESS: autumnw@mtnwst.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	18058
INSURER B : United States Liability Insurance Company	25895
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Living Journeys
PO Box 2024
Crested Butte, CO 81224

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		EV97592	9/24/2022	9/25/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE	X		CUP1566022A	4/12/2022	4/12/2023	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Hired & Non-Owned			NPP1588318C	4/12/2022	4/12/2023	Auto Liability	1,000,000
A	Liquor Liability			EV97592	9/24/2022	9/25/2022	Aggregate/Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Elk Run 5K
Certificate holder is named as additional insured.

CERTIFICATE HOLDER

Gunnison County
200 E Virginia
Gunnison, CO 81230

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Autumn Williamson

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Grant Modification 003; USDS Forest S

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: United States Forest Service

Term Begins: June 1, 2022 **Term Ends:** **Grant Contract #:**

Summary:

The purpose of this agreement is to reduce the spread of invasive plant species and maintain native plant species across the jurisdictional boundaries for the ecological and economic benefit. The increase cost of the contract reflects increasing costs for treatment.

Fiscal Impact: 5,287.50

Submitted by: Martin Schmidt **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 9/2/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 8/29/2022 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/2/2022

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

Agenda Date: 9/6/2022

Revised April 2015

USDA Forest Service

OMB 0596-0217
FS-1500-19

MODIFICATION OF GRANT OR AGREEMENT

PAGE 1 OF PAGES

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER:
19-PA-11020407-039		003

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):
Grand Mesa, Uncompahgre & Gunnison NF's 2250 S Main St Delta CO, 81416	Gunnison Ranger District 216 N Colorado St Gunnison CO, 81230
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county):	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):
Gunnison County Noxious Weed Management PO Box 915 Gunnison CO, 81230	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
☐	CHANGE IN PERFORMANCE PERIOD:
☒	CHANGE IN FUNDING: Add $5,287.50
☐	ADMINISTRATIVE CHANGES:
☐	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

10. ATTACHED DOCUMENTATION (Check all that apply):

☐	Revised Scope of Work
☒	Revised Financial Plan
☒	Other: Operating Plan

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. GUNNISON COUNTY SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): JONATHAN HOUCK		11.F. NAME (type or print): CHAD STEWART	
11.G. TITLE (type or print): County Commissioner		11.H. TITLE (type or print): Forest Supervisor	

12. G&A REVIEW

12.A. **The authority and format of this modification have been reviewed and approved for signature by:**

Merna Fehlmann
U.S. Forest Service Grants & Agreements Specialist

12.B. DATE SIGNED

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 19-PA-11020407-039
Cooperator Agreement No.
7/13/22

ANNUAL OPERATING PLAN 03
Scope of Work

I. GENERAL PROJECT DESCRIPTION:

A coordinated effort between the US Forest Service and Gunnison County to treat noxious and invasive plants along designated rights-of-way on both the Gunnison Ranger District and Paonia Ranger District. These rights-of-ways begin in the bottom lowlands outside of US Forest Service jurisdiction and serve as vectors for the spread of invasives plant seeds onto National Forest and other lands. The purpose of this agreement is to reduce the spread of invasive plant species and maintain native plant species across the jurisdictional boundaries for the ecological and economic benefit.

II. PROJECT SPECIFICS

A. FOREST SERVICE SHALL:

1. Provide guidance on rights-of-way to be treated.
2. Provide a list of approved herbicides for application on NFS lands.
3. Collect treatment data at the end of the operation season.

B. GUNNISON COUNTY SHALL:

1. Record all data for treatments on NFS lands to include date, location description, applicator name, method of application (ATV, truck, backpack, hand pulling, etc.), calibration rate, species treated, herbicide label name, herbicide application rate, surfactant label name, surfactant application rate, dye label name, dye application rate, treatment area (acres), and volume applied (gallons).
2. Treat pre-designated rights-of-way

EXHIBIT A ANNUAL OPERATING PLAN

for the period of June 1 to October 31, 2022, and under the terms of Participating Agreement

No. 19-PA-11020407 039*, Modification 02* between the U.S. Forest Service, *Gunnison National Forest-Gunnison District,* and *Gunnison County.*

Work Areas	Hours @ $117.50/hr (including labor, equipment, materials, travel, administration)	Treatment (chemical, cultural, bio, physical)	Estimated Period of Performance	Estimated Cost
Los Pinos area roads	7	Chemical	6/1-10/31	$822.50
Alpine Plateau Rd. 867 (Northern half)	6	Chemical	6/1-10/31	$705.00
Slate River & Washington Gulch	6	Chemical	6/1-10/31	$705.00
Kebler Pass	6	Chemical	6/1-10/31	$705.00
Cement Creek	3	Chemical	6/1-10/31	$352.50
Lost Canyon	3	Chemical	6/1-10/31	$352.50
Red Creek	4	Chemical	6/1-10/31	$470.00
Coal Creek Road	10	Chemical	6/1-10/31	$1,175.00
Total:	**45**			**$5,287.50**

C. TERM OF ANNUAL OPERATING PLAN: The project work will be completed during the period starting 6/01 and ending 10/31.

D. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Project Contact	***Cooperator Project Contact***
Terry Southworth Phone: 970-628-6592 Email: terry.southworth@usda.gov	Jason Evanko Phone: 724-875-8493 E-Mail: jevanko@gunnisoncounty.org
Aidan Downey Phone: 970-596-7125 Email: aidan.downey@usda.gov	Rick Brooks rbrooks@gunnisoncounty.org 864-947-6998

E. FINANCIAL PLAN: Attached is a Financial Plan identified as Exhibit A for Agreement No. 19- PA-11020407-039 and AOP for the project work shown above.

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment:

USFS Agreement No.: 19-PA-11020407-039 Mod. No.: 3

Cooperator Agreement No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		
	(a)	(b)	(c)	(d)	
COST ELEMENTS	Noncash	Cash to Cooperator	Noncash	In-Kind	(e) Total
Direct Costs					
Salaries/Labor	$1,850.00	$5,287.50	$0.00	$0.00	$7,137.50
Travel	$0.00	$0.00	$400.00	$0.00	$400.00
Equipment	$0.00	$0.00	$1,125.00	$0.00	$1,125.00
Supplies/Materials	$0.00	$0.00	$1,000.00	$0.00	$1,000.00
Printing	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00	$0.00
Other					$0.00
Subtotal	$1,850.00	$5,287.50	$2,525.00	$0.00	$9,662.50
Coop Indirect Costs		$0.00	$0.00		$0.00
FS Overhead Costs	$240.50				$240.50
Total	$2,090.50	$5,287.50	$2,525.00	$0.00	
Total Project Value:					$9,903.00

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 74.50%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 25.50%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Rangeland Management Specialist		$370.00	5.00		$1,850.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Salaries/Labor		**$1,850.00**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Travel		**$0.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Equipment	**$0.00**

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				$0.00
				$0.00
				$0.00
				$0.00
Non-Standard Calculation				

Total Supplies/Materials	**$0.00**

Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					$0.00
Non-Standard Calculation					

Total Printing	**$0.00**

Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
					$0.00
					$0.00
					$0.00
					$0.00
Non-Standard Calculation					

Total Other	**$0.00**

Subtotal Direct Costs	$1,850.00

Forest Service Overhead Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
13.00%	$1,850.00			$240.50
Total FS Overhead Costs				**$240.50**

TOTAL COST	**$2,090.50**

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Gunnison County Applicators		$1,175.00	4.50	10hr/day	$5,287.50
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Salaries/Labor		**$5,287.50**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Travel		**$0.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation					
Total Equipment					**$0.00**

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				$0.00
				$0.00
				$0.00
				$0.00
Non-Standard Calculation				
Total Supplies/Materials				**$0.00**

Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					$0.00
Non-Standard Calculation					
					$0.00
Total Printing					**$0.00**

Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
					$0.00
					$0.00
					$0.00
					$0.00
Non-Standard Calculation					
Total Other					**$0.00**

Subtotal Direct Costs	$5,287.50

Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
	$5,287.50			$0.00
Total Coop. Indirect Costs				**$0.00**

TOTAL COST	**$5,287.50**

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Salaries/Labor		**$0.00**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
Travel		$50.00	8.00		$400.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Travel		**$400.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Weed Control Equipment		$250.00	4.50		$1,125.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Equipment	**$1,125.00**

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item	Total
herbicide and other materials		10.00	$100.00	$1,000.00
				$0.00
				$0.00
				$0.00

Non-Standard Calculation

Total Supplies/Materials	**$1,000.00**

Printing

Standard Calculation

Paper Material		# of Units	Cost/Unit		Total
					$0.00

Non-Standard Calculation

	$0.00
Total Printing	**$0.00**

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Other	**$0.00**

Subtotal Direct Costs	$2,525.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	$2,525.00			$0.00
Total Coop. Indirect Costs				**$0.00**

TOTAL COST	**$2,525.00**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Employment Agreement; Assistant County Attorney, S

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: 11/3/2022 **Term Ends:** **Grant Contract #:**

Summary:

Agreement between Gunnison County and Sammy Obaid as Assistant County Attorney,

Fiscal Impact: 105,232

Submitted by: Donita Bishop **Submitter's Email Address:** dbishop@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 9/2/2022

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

Comments:

Reveiwed by: Discharge Date: 9/2/2022 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

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

Agenda Date: 9/6/2022

Revised April 2015

GUNNISON COUNTY ASSISTANT COUNTY ATTORNEY
EMPLOYMENT AGREEMENT

THIS GUNNISON COUNTY ASSISTANT COUNTY ATTORNEY EMPLOYMENT AGREEMENT is made and entered into this _____ day of _____, 2022 ("Effective Date"), by and between the Board of County Commissioners of the County of Gunnison, Colorado ("Board") and Sammy Obaid ("Employee").

1. Employment as Assistant County Attorney. The Board agrees to employ Employee as the Assistant County Attorney, and Employee agrees to be employed as the Assistant County Attorney, pursuant to the terms and conditions of this Agreement, beginning on November 3, 2022.

2. Duties. Employee shall serve at the pleasure of the Board, and under the direct supervision of the County Attorney, who shall have full authority to oversee the work of the Employee and to make employment decisions, including identification of tasks, allocation of time, discipline and termination. In the absence of the County Attorney and the Deputy County Attorney, employee shall perform those duties specifically directed by the full Board, not individual members thereof, as well as such other duties that, in Employee's best professional judgment, are required to perform the job of Assistant County Attorney for the County and to provide legal advice to and representation of the County.

3. Personnel Policies and Procedures. Except as otherwise stipulated herein, the Personnel Policies and Procedures Manual of Gunnison County ("Personnel Policies") shall not apply to Employee.

4. Term. This Agreement shall remain in full force in effect from the Effective Date until terminated by the Employer or Employee as provided in Section 11, 12, or 13 of this Agreement. This Agreement will be subject to review on or about November 3, 2025 and every three years thereafter, unless otherwise terminated. At the review date, the parties will review the duties and compensation of the position with the intent of modifying those items where appropriate.

5. Employee Benefits. During the period of employment, Employee shall be eligible for those benefits afforded full-time permanent Administrative Personnel of Gunnison County, including those set forth below:

a. Vacation. The Employee shall accrue vacation at 10 hours per month until such time as Employee would be eligible for increased accrual under the Gunnison County Personnel Policies or any future amendments thereto. Accruals will be allowed up to 336 hours, the maximum accrual limit

under County policy.

b. Sick Leave. The Employee shall begin employment with a balance of 40 hours and shall accrue sick leave of 8 hours per month of employment. If, and only if, there is a voluntary resignation by Employee, Employee shall receive payment for accumulated sick leave up to a maximum of one-third of 720 hours (720 x .333).

c. Executive Leave. Employee shall have 5 days (40 hours) of Executive Leave for the calendar year 2022 and each calendar year thereafter. Executive Leave shall not accrue further, nor shall it result in a payout at termination or retirement. Employee's use of such leave shall be documented in writing.

d. Retirement. As per County policy.

e. Cell Phone Reimbursement. Employee shall be eligible for a $75.00 per month cell phone reimbursement.

f. Health and Welfare Benefits. Employee shall be afforded access to all Health and Welfare Benefits per County policy.

g. County Holidays. Employee shall receive the benefit of all paid County Holidays as set forth by the Board of County Commissioners.

h. Continuing Legal Education. County shall reimburse Employee for the expenses associated with Continuing Legal Education ("CLE") courses required by Colorado Supreme Court in accordance with Section 10-9 of the Personnel Policies regarding Training, including tuition fees, meals, lodging and travel expenses. Such reimbursement shall not exceed One Thousand Five Hundred Dollars ($1,500) per calendar year.

i. Colorado Bar Dues. County shall reimburse Employee the fee(s) assessed by the Colorado Supreme Court to maintain an active license to practice law in the State of Colorado on and after the date this Agreement becomes effective.

j. Moving Expenses. Employee shall receive a one-time payment of eight thousand dollars ($8,000) to reimburse Employee for moving expenses Employee incurred in 2022.

6. Compensation. During the period of employment, the Board agrees to pay Employee for his services a base salary of one hundred five thousand two hundred thirty-

two dollars and zero cents ($105,232).

7. Market Wage Adjustments. Employee shall receive the same market wage adjustments as those afforded other top salaried tier County employees.

8. Performance Evaluation. The County Attorney shall be responsible for reviewing and evaluating the performance of Employee at least annually.

9. Hours of Work. It is agreed by both parties that Employee is a professional hired to perform the duties specified and such other duties consistent with the job status, and that performance of these duties will at times require absence from the office, attendance at night meetings and work in excess of forty (40) hours per week. Employee shall not be eligible for compensation or wages greater than that identified in this Agreement regardless of the number of hours worked each week. To that end, Employee is free to organize Employee's work schedule in such a fashion as to accommodate Employee's workload, but shall normally be present during the County's business hours.

10. Employee's Responsibilities.

a. Outside Employment. The Employee shall not engage in any outside employment nor engage in any activity that creates an actual or potential conflict of interest with the County.

b. Ethical Responsibilities. Employee shall at all times observe and comply with all ethical and professional standards and all other obligations imposed by constitution, statute or other provision of law and shall at all times conduct Employee's affairs in such a manner as to avoid a conflict of interest and in accordance with the duties and responsibilities outlined by the Board. Employee shall at all times during the period of employment, other than as expressly allowed herein, devote Employee's time, attention, knowledge and skills solely to the interests of the County.

c. Status as Employee. It is the intention of the Board and the Employee that the Employee shall be a public employee and entitled to all of the protection and benefits of a public employee of Gunnison County pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

11. Termination of Employment by County.

a. Employment at Will. The employment relationship between Employee and the County is terminable at the will of the Board of County

Commissioners at any time during the period of employment and nothing in this Agreement shall be interpreted or construed to prevent, limit or otherwise interfere with the right of the Board of County Commissioners to terminate the employment relationship at any time for any reason or for no reason at all.

b. Colorado Bar Admission. Employee shall be fully admitted to practice law in the State of Colorado, or be admitted to practice pending admission to the Colorado Bar pursuant to Colo. Rule Civ. P. 205.6, on or before November 3, 2022. Employee shall maintain Employee's license to practice law in the State of Colorado during the term of this Agreement. Should Employee fail to comply with the provisions of this Paragraph 11(b), the County may terminate this Agreement pursuant to the provisions set forth in this Paragraph.

12. Termination by Resignation of Employee. During the period of employment, Employee may, at any time following thirty (30) days written notice to the County, resign from employment with the County and terminate this Agreement.

13. Termination of Agreement due to Disability of Employee. If Employee becomes permanently disabled or is prevented by accident, sickness, injury or other mental or physical incapacity from performing the essential functions of the Assistant County Attorney position, or accommodation of the disability or incapacity would impose undue hardship on the County, the County may terminate the employment relationship.

14. Entire Agreement. This Agreement constitutes the entire Agreement of the County and Employee and supersedes any and all negotiations relating to the subject matter hereof. It is expressly understood and agreed that in the event of any dispute between the County and Employee arising under this Agreement, Colorado law shall control to the extent that it is not superseded by any applicable federal law. Venue for such a dispute shall exclusively lie in the court(s) of the State of Colorado located in Gunnison County, Colorado.

15. Signatures and Counterparts. This Agreement may be executed in counterparts, each of which is hereby deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or electronically imaged signature shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Board and Employee have executed this Agreement as of the day and date as first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Jonathan Houck, Chairperson

EMPLOYEE

Sammy Obaid
Assistant County Attorney

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval and Signatures; Letter of Transmission fo

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

This is the letter of transmission for the grant application for the Safe Streets and Roads for All Grant application. A successful application will result in a $200,000 Safety Action Plan Grant for Gunnison County

Fiscal Impact:

Submitted by: Martin Schmidt **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 9/6/2022

Revised April 2015

Gunnison County Board of County Commissioners
Phone: (970) 641–0248 • Fax: (970) 641–3061
Email: bocc@gunnisoncounty.org • www.GunnisonCounty.org

September 6th, 2022

Gunnison County Board of County Commissioners
200 East Virginia Street
Gunnison, Colorado 81230

U.S. Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Re: Safe Streets and Roads for All Discretionary Grant Program

To Whom It May Concern:

The Board of County Commissioners of Gunnison County Colorado are in support of the Safety Action Plan Grant application in the Safe Streets and Roads for All (SS4A) discretionary grant program. These funds will allow the County to construct a data driven plan for making Gunnison County a safer place for residents and visitors.

This letter serves as the Letter of Transmittal for this application.

Sincerely,

Jonathan Houck, Commissioner Liz Smith, Commissioner Roland Mason, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public hearing re: adoption of International Wildl

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Public hearing for adoption of International Wildland Urban Interface Code and amendments to Gunnison County Land Use Resolution

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 7/26/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/28/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 60

Agenda Date: 9/6/2022

Revised April 2015

TO:	**Board of County Commissioners**
FROM:	**Gunnison County Planning Commission**
SUBJECT:	**Planning Commission Recommendation Gunnison County *Land Use Resolution* Amendments and adoption of the 2021 International Wildland Urban Interface Code**
DATE:	**July 7, 2022**
PREPARED BY:	**Cathie Pagano, Assistant County Manager for Community & Economic Development**

Commissioner Baca made a motion to approve the as presented, Schwartz seconded, the motion passed unanimously.

Project Description:

The Planning Commission have been reviewing the 2021 International Wildland Urban Interface Code (IWUIC) and the Community Planning Assistance for Wildfire (CPAW) wildfire policy recommendations. The Planning Commission has heard from fire professionals including: U.S. Forest Service, Colorado State Forest Service, West Region Wildfire Council, Gunnison County Emergency Management, Crested Butte Fire Protection District, and Gunnison Fire Protection District. The fire professionals have expressed their concerns about wildfire risk and their support for adoption of the 2021 IWUIC. Staff has conducted public outreach on the matter and since 2019 has held multiple public meetings, a showing of the movie "The Era of Mega-Fire" and direct outreach to large property/homeowner's associations and property managers. Additionally, local media has covered the wildfire policy meetings extensively.

In 2019, Gunnison County received a technical assistance award to participate in the Community Planning Assistance for Wildfire (CPAW) program. County staff worked with a team from Headwaters Economics, Wildfire Planning International, and USDA Forest Service, Rocky Mountain Research Station. The year-long process included multiple stakeholder engagement opportunities and the general public participated in the discussions. Stakeholder participants include: U.S. Forest Service, Colorado State Forest Service, West Region Wildfire Council, County GIS staff, Crested Butte Fire Protection District, Gunnison Fire Protection District, County Emergency Management, Gunnison County Board of Realtors, property managers, and members of the public.

The CPAW team prepared a report titled, “Community Planning Assistance for Wildfire, Final Recommendations for Gunnison County, CO, 2019” (the CPAW report). In addition to the report the team worked with local fire professionals and stakeholders to develop and update wildfire mapping for the entirety of Gunnison County. The International Code Council has released the 2021 *International Wildlife Urban Interface Code* and Gunnison County proposes that the County and the municipalities within the County consider adoption of the IWUIC cooperatively and within the same year. Historically, the County and the municipalities have adopted the updated building codes in the same year to maintain consistency and reduce confusion across jurisdictional boundaries.

Gunnison County has been fortunate in the past 40 years that we have not experienced a large-scale, catastrophic wildfire. Many other counties and communities across the State of Colorado have experienced devastating consequences from wildfire, most recently the Marshal fire, along the front-range in Superior and Louisville, became the most devastating fire in state history destroying nearly 1,000 structures across 6,000 acres in just hours. The firestorm was spread by embers through high winds that whipped through suburban subdivisions far from forests. The Marshal fire is an example of the risk and threat that our residents and community face. Gunnison County has experienced multiple fires of less than 1,500 acres in the past twenty years—most have been successfully suppressed. The CPAW Report explains:

> *“…successful suppression is a driver in forest encroachment into the open grasslands and increasing fuel loads in the forest fuel types. Compounding the issue are extensive mountain pine beetle and spruce bark beetle infestations across the county, resulting in a significant threat of standing dead and down forest fuels capable of supporting extremely aggressive fire behavior if exposed to ignition sources. The additional elements of complex and often steep topography coupled with the dispersed residential home development pattern common throughout the county present an extremely complex wildfire protection challenge. The county regularly experiences the weather conditions that can support extreme fire behavior, with only the ignition source missing.”*

Land managers, including the U.S. Forest Service and the Colorado State Forest Service, have increased their work in the past three years to mitigate the impacts of beetle infestations in the County including the 400-acre Wilder-Highlands Mountain Pine Beetle Response project in the Taylor Canyon and Lost Canyon areas to eliminate the infestations in those areas. These

proactive measures support a healthier forest and can reduce some wildfire risk. However, the risk of wildfire and destruction of life and property is exacerbated by rural development patterns and the construction of structures that are not fire resistant.

The climate, topography, landscape, and persistent drought in Gunnison County lends itself to high wildfire risk. The CPAW report identifies multiple challenges in Gunnison County including: existing subdivisions that may not be designed with wildfire safety and protection features; increases in part-time residents and transient populations that may be less familiar with wildfire prevention and safety; regulatory gaps and enforcement; and lack of community engagement on wildfire issues.

MEETING DATES:

The Planning Commission held work sessions on the following dates:

- April 21, 2022 Work Session
- May 5, 2022 Work Session
- May 19, 2022 Work Session
- June 16, 2022 Work Session
- July 7, 2022 Work Session

No public hearing is required of the Planning Commission by Section 1-113: *Amending this Land Use Resolution*. A public hearing will be conducted by the Board of County Commissioners.

COMPLIANCE WITH APPLICABLE SECTIONS OF THE *GUNNISON COUNTY LAND USE RESOLUTION:*

*Please note LUR language is in italics; response on compliance is in plain text.

Section 1-113: C. REVIEW STANDARDS. *The decision to amend the text of this Resolution is at the legislative discretion of the Board and is not controlled by any one factor. The Board shall consider the following in determining whether to adopt a proposed amendment, adopt a proposed amendment with modifications, table it for further study or deny it:*

1. CONSISTENCY WITH ANY COMPREHENSIVE PLAN ADOPTED BY GUNNISON COUNTY. *Consistency of the proposed amendment with any applicable comprehensive plan adopted by Gunnison County;*

The Gunnison County Comprehensive Plan: Crested Butte/Gunnison Corridor Plan (the Corridor Plan) was adopted October 7, 2005. Additionally, the Board of County Commissioners

have included the adoption of the Wildland Urban Interface Code as a goal in their 2022 Strategic Plan.

2. CHANGED CONDITIONS. *Changed conditions, including the economy of Gunnison County;*
The climate of the western United States and Gunnison County continues to change and become hotter and drier. Gunnison County is currently experiencing a drought and, in the spring of 2022, has experienced higher than normal winds. These conditions lead to higher wildfire risk and likelihood. Catastrophic fires that damage life and property have been seen across the western U.S. These conditions necessitate a regulatory response that addresses wildfire hazard reduction and mitigation.

3. EFFECT ON THE NATURAL ENVIRONMENT. *Effect of the proposed amendment on the natural environment;*
The proposed amendments are expected to have a positive impact on the environment. The requirements for defensible space, development design, and ignition resistant construction are expected to reduce wildfire risk and hazard and may lower spread of wildfire in Gunnison County. While wildfire is an important part of natural ecosystems, with current conditions in the wildland urban interface they can quickly grow out of control and threaten life and property.

4. COMMUNITY NEEDS. *Community needs;*
The community has expressed interest in and general support for addressing wildfire hazards in Gunnison County.

5. DEVELOPMENT PATTERN. *Development pattern;*
Development has continued to encroach and spread into the wildland urban interface which increases the risk to life and property. As developments spread into farther reaches of the County is critical to address the safety and risk that they face through the adoption of wildfire policy.

6. CHANGES IN APPLICABLE LAW. *Changes in applicable law;*
Not applicable, no changes in other laws have prompted this amendment.

7. PUBLIC HEALTH, SAFETY AND WELFARE. *Public health, safety and welfare;*
Wildfires present a significant risk to public health, safety, and welfare. The adoption of wildfire policies will address these risks and require mitigation to reduce the risk.

8. COMPLIANCE WITH ANY APPLICABLE INTERGOVERNMENTAL AGREEMENTS ADOPTED BY GUNNISON COUNTY. *Compliance with any applicable intergovernmental agreements adopted by Gunnison County.*

Not applicable.

RECOMMENDATION:

The Gunnison County Planning Commission recommends the Board adopt the 2021 *International Wildland Urban Interface Code* and the amendments attached as Exhibit A and the following amendments attached in Exhibit B to the Gunnison County *Land Use Resolution* in consideration and compliance with the above standards and hold a public hearing as is required.

Exhibit A

2021 International Wildland Urban Interface Code

Proposed Gunnison County Amendments

Section 402.1.1 Access. Delete entire section. The current access requirements and standards throughout Gunnison County will continue to be utilized.

Section 402.2 Individual structures. Delete "Section 402.2.1 and". Current access requirements will continue to be utilized.

Section 402.2.1 Access. Delete entire section. Current access requirements will continue to be utilized.

Section 403 Access. Delete the following sections: 403.1 Restricted access, 403.2 Driveways, 403.2.1 Dimensions, 403.2.2 Length, 403.2.3 Service limitations, 403.2.4 Turnarounds, 403.2.5 Turnouts, 403.2.6 Bridges, 403.3 Fire apparatus access road, 403.7 Grade.

Section 404.2 Water sources. Amend to the following and delete everything else: "The water source location shall be reviewed and approved by the code official."

Section 404.6 Fire department. Delete entire section.

Section 502.1 General. Amend to say the following: The fire hazard severity of building sites for building hereafter constructed, modified or relocated into wildland-urban interface areas shall be established in accordance with the *Community Planning Assistance for Wildfire "Final Recommendations for Gunnison, CO 2019"* report, specifically the *Local-Level Wildfire Hazard data and* map.

Table 502.1 Fire Hazard Severity. Delete table.

Section 502.2 Fire hazard severity reduction. Amend to say the following: The identified fire hazard severity may be reduced by implementing a vegetation management plan in accordance with Appendix B.

Section 502.2 Fire hazard severity reduction. Add the following sentence:

It is strongly encouraged that a vegetation management plan be prepared by a qualified wildfire professional, including but not limited to, the Colorado State Forest Service, West Region Wildfire Council, and local fire districts.

~~Any vegetation management plan shall be prepared by a qualified wildfire professional, including but not limited to, the Colorado State Forest Service and West Region Wildfire Council.~~

Commented [CP1]: West Region Wildfire Council recommends that a vegetation management plan only be prepared by a qualified professional.

Table 503.1 Ignition-Resistant Construction. Replace “Extreme Hazard” with “Very High Hazard”. This is to ensure consistent terminology with the *Community Planning Assistance for Wildfire “Final Recommendations for Gunnison, CO 2019”* report.

Add new **Section 603.2.4 Hardened zone.** 0-5 feet minimum from the structure shall be a hardened zone designed to prevent flames from coming in direct contact with the structure. Use nonflammable, hard surface materials in this zone, such as rock, gravel, sand, cement, bare earth or stone/concrete pavers.

Table 603.2 Required Defensible Space. Replace “Extreme hazard” with “Very High hazard”.

Appendix B Vegetation Management Plan. Adopt Appendix B and add the following sentence to Section B101.1: It is strongly encouraged that a ~~V~~vegetation management plan be prepared by a qualified wildfire professional, including but not limited to, the Colorado State Forest Service, West Region Wildfire Council, and local fire districts.

Exhibit A

2021 International Wildland Urban Interface Code

Proposed Gunnison County Amendments

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Table 502.1 Fire Hazard Severity. Delete table.

Section 502.2 Fire hazard severity reduction. Amend to say the following: The fire hazard severity identified through Section 502.1 is allowed to be reduced by implementing a vegetation management plan in accordance with Appendix B.

Section 502.2 Fire hazard severity reduction. Add the following sentence:

It is strongly encouraged that a vegetation management plan prepared by a qualified wildfire professional, including but not limited to, the Colorado State Forest Service, West Region Wildfire Council, and local fire districts.

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BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 2022-
A RESOLUTION ADOPTING THE *2021 INTERNATIONAL WILDLAND URBAN INTERFACE CODE*

WHEREAS, pursuant to C.R.S §38-28-201, et. seq., the Board of County Commissioners of the County of Gunnison, Colorado (herein the "Board") previously adopted the 2015 editions of the "International Building Code", the "International Residential Code", the "International Mechanical Code", the "International Fuel Gas Code", and the "International Energy Conservation Code"; and

WHEREAS, the Board has reviewed the 2021 edition of the *International Wildland Urban Interface Code* (WUI Code); and

WHEREAS, the Board has determined that adoption of the 2015 Building Codes with certain changes, amendments and substitutions, establish minimum requirements to safeguard the public safety, health and general welfare through affordability, structural strength, means of egress, stability, sanitation, light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment and provide safety to fire fighters and emergency responders during emergency operations; and

WHEREAS, the Gunnison County Planning Commission has reviewed and certified to the Board the 2021 WUI Code with the recommended changes, amendments and substitutions; and

WHEREAS, a public hearing on this matter was held by the Board on the September 6, 2022; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the following are hereby adopted for the unincorporated area of Gunnison County:

1. The International Wildland Urban Interface Code, 2021 Edition, with the amendments as set forth in Exhibit "A" attached hereto and incorporated herein.
2. The International Wildland Urban Interface Code, 2021 Edition shall apply upon recordation of this resolution to all land use change permits classified as major or minor impact in Gunnison County.
3. The International Wildland Urban Interface Code, 2021 Edition shall apply to all new building permit applications beginning January 1, 2023.

INTRODUCED by Commissioner_____, seconded by Commissioner_____ and adopted on this _____ day of _____ 2022.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By:_____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Commissioner

By:_____
Elizabeth Smith, Commissioner

Attest:_____
Deputy County Clerk

Exhibit A

2021 International Wildland Urban Interface Code

Proposed Gunnison County Amendments

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EXHIBIT ~~A~~B
GUNNISON COUNTY *LAND USE RESOLUTION*
DRAFT AMENDMENTS

SECTION 1-112: USE OF MAPS

Gunnison County uses the following maps as general sources of information to provide initial guidelines for siting development, and for alerting the County, the applicant and the public about the physical characteristics of a parcel and the area in which it is located. Site-specific studies may be required of individual parcels to determine individual characteristics more definitively, and how they may affect a development proposal.

A. MAPS ADOPTED. Gunnison County hereby adopts the following maps in this *Resolution*, as if they were actually included as illustrations in the *Resolution*. These maps may be updated from time to time, pursuant to Section 1-112: B: *Adoption of New or Updated Maps.*

1. **FLOODPLAIN MAPS**. National Flood Insurance Rate Maps (FIRM) prepared by the Federal Emergency Management Agency May 16, 2013, and as more specifically adopted in Section 11-103: E: *Official Maps*.
2. **GUNNISON COUNTY ROAD MAINTENANCE MAPS**. Maps of roads within Gunnison County, designating roads maintained and/or plowed by Gunnison County (dated April 1997, as amended).
3. **GUNNISON SAGE-GROUSE HABITAT MAP**. Gunnison County map that depicts private lands located within areas defined as Gunnison Sage-grouse habitat, as currently adopted by the Board.

B. **ADOPTION OF NEW OR UPDATED MAPS**. New or updated maps may be adopted by Gunnison County from time-to-time to reflect new studies, to correct map designations, or to otherwise replace or augment the floodplain, road maintenance and other maps. The adoption of a new map or the amendment of any adopted map shall be accomplished by amending or adding the reference to the map in this Section and by following the process and standards of Section 1-113: *Amending This Land Use Resolution.*

C. MAPS TO BE USED AS REFERENCES. Gunnison County may use the following and other maps as they may be amended as general references. Amendment or other update by the agencies that prepared them requires no action by the County.

1. **WILDFIRE HAZARD MAPS**. ~~Wildfire Area Hazard Maps prepared by the Colorado State Forest Service~~ Wildfire Hazard Maps prepared by Community Planning Assistance for Wildfire (CPAW) and as they may be amended from time to time.
2. **SOILS MAPS**. Soil Survey Maps prepared by the Natural Resource Conservation Service (Soil Conservation Service).
3. **GEOLOGIC HAZARD MAPS**. Geologic Hazard Maps prepared by the Colorado Geologic Survey.
4. **WILDLIFE MAPS**. The Wildlife Resource Information System (WRIS) and National Diversity Information Source (NDIS) maps available from the Colorado Division of Parks and Wildlife, and the Gunnison Basin Sage Grouse Habitat Maps (in the *Gunnison Sage Grouse Conservation Plan*), or their successors.
5. **WETLANDS MAPS**. Wetlands identification maps for lands around the Town of Crested Butte prepared by David Cooper, PhD: Ecologist, in cooperation with the U.S. Environmental Protection Agency.

ARTICLE 2: DEFINITIONS

WILDFIRE HAZARD AREA means an area where potential wildfire phenomenon is so adverse to past, current or foreseeable construction or development that it constitutes a significant potential hazard to public

health and safety or to property. Such areas may be shown on maps pursuant to Section 1-112: C: *Maps To Be Used As References* ~~and may include~~:

- **LANDSCAPE-LEVEL WILDFIRE HAZARD** This scale represents the likelihood (probability) of a fire occurring and the intensity of the fire at the landscape level based on the inherent landscape characteristics, including broad existing vegetation, biophysical settings, fire regimes, and fire histories. The landscape-level hazard assessment is delineated into the following rankings:
    - MODERATE
    - HIGH
    - VERY HIGH

The factors influencing these rankings can be used to determine the potential landscape-level exposure that a development will be subject to. The ranking at this scale is difficult to change at the local/parcel level. Mitigation affecting change at this scale is typically done by large-scale disturbances such as insect mortality, fires, or landscape-level mitigation.

- **LOCAL-LEVEL WILDFIRE HAZARD** This scale is based on an extreme event (worst fire days). This does not show the likelihood of a fire occurring but does show where fires are likely to burn at high intensity. For example, a fire that starts in an area where the local hazard is high can spread fast and burn at high intensity creating significant wildfire exposure to any structures in the area. The same rankings used at the landscape scale are used at this local scale:
    - MODERATE
    - HIGH
    - VERY HIGH
- ~~**LOW HAZARD AREA** means any area that is partially covered by fuel other than oak brush, but that has ground coverage of less than 30 percent of conifer crown coverage. Fuels may include grasses, brush (other than oak), sage, aspen, cottonwood, willow, scattered or open conifer stands, and deadwood contacting the ground.~~
- ~~**MEDIUM FIRE HAZARD AREA** means any area that is substantially covered by fuels but that has a 35-55 percent conifer crown coverage with a slope of less than 30 percent; including fuels of medium density, conifer stands with a surface fuel mainly of herbage and litter, and some patches of reproduction and deadwood. Areas may also be designated as being within a medium fire hazard area that have a timber density of less than 35 percent crown coverage but with other fuels of medium density including grasses and brush (other than oak), sage, aspen, cottonwood, willow, deadwood contacting the ground, and/or ladder fuels.~~
- ~~**SEVERE TREE FIRE HAZARD AREA** means any area that has a timber density of greater than 55 percent conifer crown coverage or a timber density of 35 percent to 55 percent conifer crown coverage on a slope of 30 percent or greater; including fuels and medium density stands with severe brush hazard fuels or large amounts of deadwood from blowdown, bug kill, or logging. A medium hazard area that has an accumulation of slash from logging operations and/or significant amounts of ladder fuels shall also be considered to be within this hazard area.~~
- ~~**SEVERE BRUSH FIRE HAZARD AREA** means any area that has a dense to moderately dense coverage of high brush or conifer saplings with a timber density of more than 35 percent conifer crown coverage. Fuels include Gamble oak, large sage brush, conifer reproduction, abundant litter, or herbaceous fuels.~~

WILDFIRE-RELATED TERMS INCLUDE:

- **FIRE CHIMNEY** means a steep, narrow drainage or ravine that generally confines smoke and heat along with natural convection currents and thus causes rapid upward increases in fire spread and intensity.
- **FUEL** means vegetation, debris, or other substances that will support combustion in a wildfire hazard area.
- **FUELBREAK** means a strategically-located strip of land that may vary in width, on which vegetation and other fuels have been modified to reduce the rate of potential fire spread, so that fire suppression forces can be used in relative safety to control a wildfire. Examples of fuel-breaks include provision for all-wheel-drive access, greenbelts, open space, forest openings, riding and hiking trails, and underground utility corridors.
- **LADDER FUELS** means fuels arranged between two separate fuel layers, including between the forest floor and tree canopies that provide vertical continuity, and thereby support fire spread in a vertical direction.
- **SLASH** means vegetative debris left after cutting or clearing operations in forest or brush areas that require treatment to reduce wildfire hazard.

WILDLAND URBAN INTERFACE (WUI) means any developed area where conditions affecting the combustibility of both wildland and built fuels allow for the ignition and spread of fire through the combined fuel complex. The WUI is illustrated in the CPAW map titled, "Gunnison County Wildland Urban Interface."

- **WUI Intermix**: Areas with ≥1 house per acre and ≥50 percent cover of wildland vegetation. These areas have a potential for exposure to radiant and convective heat, as well as airborne embers.
- **WUI Interface**: Areas with ≥1 house per acre and ≤50 percent cover of vegetation and within 1.5 mi of area with

>= 75% wildland vegetation.

- **Non- WUI Vegetated** (no housing): Areas with ≥50 percent cover of wildland vegetation and no houses (e.g., protected areas, steep slopes, mountain tops).

Section 7-201: I.2.d. **WILDFIRE HAZARD MAPS.** ~~Wildfire Area Hazard Maps prepared by the Colorado State Forest Service~~Wildfire Hazard Maps prepared by Community Planning Assistance for Wildfire (CPAW).

11-104: G.6.e. DEVELOPMENT PROHIBITED. Development shall be prohibited on any slope in excess of 30 percent that is also located in an area that is determined to be a ~~severe~~ very high wildfire hazard area, pursuant to Section 11-104: C: *Applicability.*

SECTION 11-105: DEVELOPMENT IN AREAS SUBJECT TO WILDFIRE HAZARDS

A. PURPOSE. There are certain types of lands in Gunnison County that may be hazardous to human life and safety and to property due to their potential for wildfire. The purpose of this Section is to ensure that development avoids these hazard areas whenever possible. When avoidance is not possible, to provide standards to reduce or minimize the potential threats that wildfire may pose to the safety of occupants, their property, and emergency service personnel.

B. APPLICABILITY. The requirements of this Section shall apply to any development in areas designated as wildfire hazard areas on the Wildfire Hazard Maps, and in areas where the Colorado State Forest Service or the designated fire district determines that there is the potential for a proposed development to be threatened by a wildfire hazard.

C. MAPS INCORPORATED. The Gunnison County Wildfire Hazard Maps, prepared by ~~the Colorado State Forest Service~~Community Planning Assistance for Wildfire, and Gunnison County GIS, shall be used as references for determining when parcels are located within wildfire hazard areas, pursuant to Section 1-112: *Use of Maps.* Where areas have not been mapped, review and analysis by the Colorado Forest Service shall determine the status of wildfire hazards. Copies of the maps are available ~~for public review in the Community Development Department during normal business hours~~on www.gunnisoncounty.org.

D. REFERRAL TO AND REVIEW BY COLORADO STATE FOREST SERVICE. The Community Development Department may submit any application to the Colorado State Forest Service, West Region Wildfire Council, or local fire district for review and comment, to use the expertise and judgment of that agency to evaluate the severity of potential wildfire hazards related to the proposed land use change, and to determine the appropriate avoidance or mitigation.

E. REFERRAL TO AND REVIEW BY APPLICABLE FIRE PROTECTION DISTRICT. When a Land Use Change Permit is sought in an area located within a specific fire protection district the Community Development Department may submit the application to that District for review and comment to use the District's expertise and judgment to evaluate whether the development has included design elements compatible with adopted District standards, and to recommend how the development can best provide fire prevention and suppression.

F. STANDARDS. The following standards shall apply to land use changes in all wildfire hazard areas:

1. **GENERAL STANDARD**. All new construction, substantial improvement, use, fill, encroachments, alteration, fuel modification or treatment, except utility lines, on or over any portion of a wildfire hazard area, shall be designed so it does not increase the potential intensity or duration of a wildfire, or adversely affect wildfire behavior or fuel composition. Development that subjects persons (including emergency

service personnel and residents of neighboring properties) to undue dangers, or that will result in substantial public expenses required to mitigate hazardous conditions, respond to emergencies created by such conditions, or rehabilitate infrastructure or lands, or that cannot otherwise be accomplished in a manner that the applicant demonstrates will be safe, shall be prohibited.

2. **PROHIBITED LOCATIONS FOR DEVELOPMENT**. Development shall not be located in any area designated as having ~~severe~~ very high wildfire hazard that also has slopes greater than 30 percent. Development shall also not be located in a fire chimney, as identified by the Colorado State Forest Service.

3. **DEMONSTRATE COMPLIANCE WITH THE *INTERNATIONAL WILDLAND URBAN INTERFACE CODE* (IWUIC), AS ADOPTED AND AMENDED BY GUNNISON COUNTY. All l**and use change applications shall comply with the standards set forth in the County-adopted version of the *International Wildland Urban Interface Code*.

~~3. **WILDFIRE MITIGATION PLAN**. A wildfire mitigation plan addressing wildland urban interface design and land maintenance shall be required when a parcel is located within any wildfire hazard area as mapped by the Colorado State Forest Service (CSFS), and shall incorporate applicable methods of fire prevention as recommended within publications of the CSFS. The plan shall, at a minimum, include:~~

~~a. **CREATION OF DEFENSIBLE SPACE.** The inclusion of language in protective covenants enforceable by Gunnison County, or other similar recordable document, that refers property owners to publications of the CSFS, the Gunnison County Weed Specialist, the Gunnison County Public Works Department, or by Colorado State University regarding creating defensible space, using methods including but not limited to thinning around homes or other structures.~~

~~b~~a. **NOT CAUSE ADVERSE IMPACTS**. When mitigating a wildfire hazard pursuant to this Section, applicants shall not cause soil erosion, remove existing vegetation, thin trees or create adverse impacts to wildlife to an extent beyond that which is necessary to mitigate the hazard effectively.

~~4~~4. **LOCATION IN A FIRE PROTECTION DISTRICT.** All developments located in a specific fire protection district shall comply with the fire suppression requirements of that District, when those requirements are recommended by the District, and when determined by the County to be appropriate. When the District's standards conflict with County standards, the County shall only enforce the County standards.

~~5~~6. **WILDFIRE PREVENTION STANDARDS TO BE ADDRESSED IN PROTECTIVE COVENANTS**. Development shall comply with the following standards. Assurances as to compliance with these standards shall be addressed in a recorded, permanent protective covenant enforceable by the County.

a. **FUEL MODIFICATIONS**. If the proposed development includes areas that ~~have medium to severe fire hazard ratings, as determined by the Colorado State Forest Service~~are within a wildfire hazard area as mapped on Gunnison County Wildfire Hazard Maps, that can be reduced to lower hazard ratings, in accordance with the adopted International Wildland Urban Interface Code, through thinning, clumping, reduction of "ladder" fuels (vegetation that may allow a fire to burn from ground level to lower tree branches), removal of hanging limbs near chimneys, creation of defensible space around structures, or other such modifications, then such modifications shall be accomplished and maintained by the applicant and or applicable homeowner's association.

b. **FUEL BREAKS**. Practical fuel break systems shall be installed as needed in locations that are approved by the Colorado State Forest Service.

c. **IGNITIION RESISTANT CONSTRUCTION MATERIALS.** If the proposed development includes areas that are within a wildfire hazard area as mapped on Gunnison County Wildfire Hazard Maps, construction materials that are ignition resistant shall be allowed and encouraged within the protective covenants.

~~c. **ROOF MATERIALS AND DESIGN**. Roof materials shall be made of noncombustible "Class A" materials and roofs shall employ a design that is pitched.~~

~~6~~7. **SAFETY AREAS IN RESIDENTIAL DEVELOPMENT**. Areas designated by the applicable fire protection district as temporary public evacuation areas during fires shall be indicated by permanent signs

along roads in developments. These areas shall also be designated on a final subdivision plat or final development plan for any development that is classified as a Major Impact Project.

~~7~~8. **CUL-DE-SACS**. Cul-de-sacs shall not cross major draws, canyons, or gullies conducive to fire spread, nor shall cul-de-sacs terminate in such draws, canyons or gullies. Cul-de-sacs shall have a turn-around pad at the end with a minimum radius of 45 feet and an all-weather gravel or paved surface of a minimum of 45 feet. Dead end roads without turn-around areas shall be prohibited.

~~8~~9. **ROAD RIGHT-OF-WAY CLEARING**. All roads shall be cleared and maintained four feet from each edge of the road surface in the right-of-way, so they are free from all living or dead flammable materials.

~~9~~10. **ROAD GRADE**. All dedicated roads shall meet the minimum and maximum grade standards pursuant to the *Gunnison County Standards and Specifications for Road and Bridge Construction*.

~~10~~11. **CLEAN-UP OF SLASH**. To minimize wildfire hazards and to avoid insects and diseases, the following actions shall be accomplished:

a. **ROAD SLASH**. All cut combustible materials, vegetative residues, including fallen or cut trees and shrubs, pulled stumps, or other such flammable debris shall be disposed of by either chipping or removal from development roadside strips. These strips shall be 100-foot wide areas that parallel each side of the road, measured outward from the edge of the road right-of-way.

b. **SLASH AROUND HOMES**. All vegetative residue, slashing, branches, limbs, stumps, roots, or other flammable debris shall be disposed of from around the home site areas by either chipping or removal before final building inspection approval. Home site areas shall include all areas of the lot in which the materials are generated or deposited.

c. **FILLS**. Compacting slash and debris into roadbed fill areas shall be prohibited, but such materials may be buried in the road right-of-way outside the roadbed provided that the burial is done to minimize the potential for erosion.

~~11~~12. **COMPLY WITH FIRE PROTECTION STANDARDS.** Developments in wildfire hazard areas shall also comply with the standards of Section 12-107: *Fire Protection.*

G. **WARNING AND DISCLAIMER**. As a condition of approval of the proposed land use change, the applicant shall sign the following warning and disclaimer that shall be included on the Final Plat of a subdivision, or within the applicable recorded document that approves the Land Use Change Permit:

WARNING AND DISCLAIMER OF WILDFIRE HAZARDS
AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

"I/We_____ (owner(s) of property) on behalf of myself/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."

H. **OWNERS SHALL BE RESPONSIBLE**. Property owners who develop in, or have access through, areas subject to wildfire hazards shall be required to construct, implement, maintain, monitor, improve and bear the cost of their development's proportionate share of all reasonable measures necessary to mitigate any wildfire-related hazard created by such development.

SECTION 12-105: WATER SUPPLY

A. **GENERAL STANDARD.** All land use changes for Minor or Major Impact Projects, for which water is a required and necessary element of the development, shall provide a water supply that is legally

and physically adequate in terms of quality, quantity, dependability, and pressure for the proposed development. In making its determination as to whether the proposed water supply will be adequate for the proposed use, the decision-making body shall consider the recommendations of the Colorado Division of Water Resources, the Gunnison County Environmental Health Official and other County staff, or consultants engaged by the County and the applicant.

B. CONNECTION TO EXISTING SYSTEMS. It is the policy of Gunnison County to encourage land use changes to use existing water supply systems, especially those paid for in whole or in part by the sale of municipal, county, special district, or other political subdivision bonds. When an existing water supply system can provide a documented legal and physically sufficient source of water for a proposed use pursuant to this *Resolution*, an applicant for a Land Use Change Permit shall be required to connect to the existing system and to install those water lines and other appurtenances necessary to make the water supply available at the property line of each lot in the development in the following circumstances:

1. **LOCATED WITHIN 400'.** The proposed land use change is located within 400 feet of a component of an available existing water supply system; or

2. **LOCATED WITHIN AN URBAN SERVICE AREA**. The proposed land use change is located in a designated urban service area and it is determined that it is feasible, logical, and consistent with applicable municipal, district and county plans, to connect the development to the water supply system serving the area. If it is determined that it is premature to connect the development to the system at the time of the Land Use Change Permit approval, the County may require, as a condition of approval, that assurances be given, including granting of easements, and/or commitments to pay for or construct specified improvements, to ensure that when it is timely to connect the development to the water supply system, this can feasibly occur.

C. EXISTING SYSTEM NOT ACCESSIBLE. Where an existing water supply system approved by the Colorado Department of Public Health and Environment is not reasonably accessible or connection to it is not feasible, the applicant shall implement one of the following options:

1. **INSTALL WATER SUPPLY SYSTEM**. Install a water supply system, with water lines to each lot, the design, construction, maintenance and operation of which complies with the County's regulations and with the standards of the Colorado Department of Public Health and Environmental Resources; or

2. **SUBMIT EVIDENCE OF ADEQUACY OF INDIVIDUAL SUPPLIES.** Submit evidence satisfactory to the County that adequate individual water supplies that comply with the standards of the Colorado Department of Public Health and Environment and Gunnison County will be available to each lot in the proposed development. The County may refer the application to the Colorado Division of Water Resources for comments on the adequacy of the proposed supply.

D. CALCULATION OF ADEQUACY OF SUPPLY. The legal and physical adequacy of the water supply for a proposed water supply for a land use change proposed as a Major Impact shall be calculated based on the total planned development at full buildout, and for year-round use, using standard engineering practices. Fire flow requirements shall be related to the location and character of the development, and shall comply with the standards of Section 12-107: *Fire Protection*. Calculation shall be based on the following:

1. **ESTIMATED AVERAGE DAILY DEMAND**. Estimated average daily demand of the entire service area and the proposed development. Demand calculations are to be based on 350 gallons per day (gpd) per residence.

2. **ESTIMATED MAXIMUM DAILY DEMAND.** Estimated maximum daily demand based on using three times the average daily demand.

3. **ESTIMATED PEAK HOUR DEMAND**. Estimated peak hour demand based on using six times the average daily demand.

4. **ESTIMATED AVERAGE DAILY DEMAND FOR COMMERCIAL / INDUSTRIAL USES.** The estimated average daily demand for commercial and industrial uses will be reviewed based on the anticipated demand of the proposed development. Appropriate multipliers may be used in calculating the amount, based on standards as may be required for a specific use by the Colorado Department of Public Health and Environment, or other applicable agency or industry standard.

5. **WATER SUFFICIENT FOR LANDSCAPING.** As may be required by Section 13-111: *Landscaping and Buffering* each use shall have adequate water to supply required landscaping. Amounts shall be calculated using the irrigation water criteria in Section 12-105: D. 5. a. 1: *Estimated Demand*.

   a. **IRRIGATION WATER CRITERIA**. The following shall be considered in calculating requirements for the use of irrigation in new development, and shall not apply to agricultural operations in existence as of the effective date of this *Resolution*.

      1. **ESTIMATED DEMAND**. Estimated irrigation demand based on information supplied by the Natural Resources Conservation Service. The information shall take into account the type of vegetation to be maintained, the soil characteristics, the historic yield, and the available water rights.

      2. **ESTIMATED ACREAGE**. Estimated acreage to be irrigated.

6. **ADEQUATE AND RELIABLE WATER SUPPLY**. A water supply that is sufficient and accessible year-round to control and extinguish anticipated fires in the development. This standard shall identify minimum requirements for water supplies for structural and wildland fire-fighting purposes in rural and suburban areas of the county.

   a. COMPLIANCE WITH International Wildland Urban Interface Code (IWUIC) WATER SUPPLY REQUIREMENTS. The applicant shall provide evidence that the proposed water supply complies with the applicable standards of the IWUIC.

   b. **NFPA CLASSIFICATIONS MAY BE REFERENCED**. To determine the requirements for an adequate and reliable water supply specific to the development, the County may refer to current standards as published by the National Fire Protection Association including the *Occupancy Hazard Classification and Construction Classification Tables* within the *Standard on Water Supplies for Suburban and Rural Fire Fighting*.

   b. **COMPLIANCE WITH FIRE PROTECTION DISTRICT REQUIREMENTS**. The applicant shall provide evidence that the distribution system and storage system are capable of meeting the requirements of the applicable fire protection district, and shall be located on the same site for which development is proposed. When the District's standards conflict with County standards, the County shall only enforce the County standards.

   c. **MINIMUM REQUIREMENTS MAY BE INCREASED IF CONDITIONS ARE UNIQUE**. The County may determine during the permit application review that additional water supplies are required for fire suppression purposes, considering particular conditions such as the following:

      1. **LIMITED FIRE DEPARTMENT RESOURCES**. Available equipment is not sufficient to provide suppression for proposed heights of buildings, or there are similar limitations.

      2. **EXTENDED FIRE DEPARTMENT RESPONSE TIME**. The time reasonably expected for response from the closest fire protection district facility will likely exceed the amount of time in which a structure may be saved.

      3. **LIMITED ACCESS**. Existing roadways are narrow, of particularly steep grade, existing bridges are not constructed to accommodate emergency vehicles, or no traversable roadways exist from collector roads.

      4. **HAZARDOUS VEGETATION**. Vegetation that because of its physical characteristics is likely to contribute to the intensity or quick travel of fire.

5. **UNUSUAL TERRAIN**. Slope, aspect and elevation create chimneys or similar configurations such that fire is likely to travel quickly.

6. **SPECIAL USES**. Uses proposed within the Land Use Change Permit application involve hazardous products, or processes.

d. IDENTIFYING WATER SOURCES. An indicator, reasonably visible in winter and approved by the applicable fire protection district, shall be installed at each location where water may be extracted, and identifying the site for fire protection district emergency use.

e. SECONDARY WATER SUPPLY. Determination that a secondary water supply is necessary for purposes of fire suppression may be requested from the applicable fire protection district; the County will decide whether that secondary supply shall be required.

SECTION 12-107: FIRE PROTECTION

A. APPLICANT SHALL CONTACT FIRE PROTECTION DISTRICT. It is required that an applicant for a land use change permit ~~classified as a Major or Minor Impact Project~~ that is located in a specific fire protection district contact the district before submitting the application, for the purpose of being informed of the District's design and construction standards that will apply to the application.

1. **PROTECTIVE COVENANTS**. When a land use change that is a subdivision is proposed within a specific fire protection district, subdivision protective covenants shall include language ensuring compliance with the requirements of the applicable fire protection district and giving the applicable district the authority to enforce those provisions.

2. **COUNTY STANDARDS APPLY**. When the District's standards conflict with County standards, the County shall only enforce the County standards.

3. **PROPOSED LAND USE CHANGE OUTSIDE OF ANY DISTRICT**. When a proposed land use change lies outside of any District boundaries, then the applicant shall contact the nearest such District.

   a. MAJOR IMPACT PROJECT. As a condition of approval of a proposed Major Impact Project outside of District boundaries, the County may require the applicant to provide evidence that the property will be annexed to the applicable District, or that a service agreement has been entered into between the applicant and the District.

   b. MINOR IMPACT PROJECT. As a condition of approval of a proposed Minor Impact Project outside of District boundaries, the County may require the applicant to provide evidence that the property will be annexed to the applicable District, or that a service agreement has been entered into between the applicant and the District, or the applicant shall meet one of the following requirements:

      1. **INSTALL SPRINKLER SYSTEM**. The applicant shall install a sprinkler system in any structure proposed for habitation, subject to standards of and approval by the applicable fire protection district; or

      2. **SUBMIT WAIVER OF LIABILITY**. The applicant shall submit a signed Warning and Waiver of Liability releasing the County and the applicable fire protection district as part of the application.

B. STANDARDS FOR VEHICLE ACCESS. All sites proposed for land use changes shall provide access that is sufficient for emergency vehicles, and for service and other vehicles that need access to the property, except when the site is a patented mining claim, is an inholding within state or federal lands, or it was created before the effective date of this *Resolution*;

1. **SEPARATED TWO POINTS OF ACCESS ON PRIMARY ROADS**. All subdivision filings shall provide two or more points of dedicated access on primary roads that permit adequately separated ingress/egress, unless an alternative design for a single access point can afford similarly safe access.

2. **CULVERTS AND BRIDGES**. Any culverts or bridges that are installed or built as part of a development shall be capable of supporting the maximum legal load allowed by Colorado Department of Transportation load factor ratings.

3. **TURNAROUNDS**. A turn-around of 45' radius shall be included if determined by the applicable fire protection district to be necessary to accommodate emergency vehicles.

C. **SIGNAGE AND ADDRESSING.** All sites for proposed land use changes shall be signed and marked with address markers in accordance with the standards of the IWUIC.

~~C~~D. **FIRE SUPPRESSION.** All development shall comply with the standards of the International Wildland Urban Interface Code including NFPA 1141 and 1142. —

~~**FIRE HYDRANTS**. Any residential development that is a Major Impact Project, or that uses a central water supply system may be required to install a fire hydrant system that meets the current standards of the applicable fire protection district. Commercial and industrial development may also be required to install a hydrant system, based upon the nature of the proposed use, and subject to approval by the County.~~

~~1. **INSTALLATION OF HYDRANTS**. Hydrants shall be installed no more than 1,000 feet apart and shall be fully charged with water and tested before issuance of a Building Permit within a new subdivision. Fire hydrants shall be located as specified by the applicable fire protection district. Generally, fire hydrants shall be located in the public right-of-way, at road intersections.~~

~~D. **CISTERNS AND DRY HYDRANTS**. In those developments where a fire hydrant system is not required, water cisterns that meet current standards of the applicable fire protection district may be used and shall be shown on the Final Plan or plat. Dry hydrants that meet current standards of the applicable fire protection district may be installed in lieu of cisterns where available fire suppression water supplies can meet or exceed those of proposed cisterns. The installer of the dry hydrant shall comply with specifications established by the applicable fire protection district.~~

~~1. **MINIMUM CAPACITY**. Capacity shall comply with the requirements of the applicable fire protection district.~~

~~2. **LOCATION AND ACCESS**. The location and design of the cisterns or dry hydrants shall be subject to the requirements of the applicable fire protection district; the Colorado State Forest Service can assist in the determination of such locations. The location of the fire protection facilities shall be easily accessible to fire protection personnel and vehicles and shall be identified with a visible sign. Access to the facilities shall be dedicated to Gunnison County for use by the applicable fire protection district, subject to such interagency agreements as may affect such facilities.~~

~~3. **CONSTRUCTION AND MAINTENANCE WITHIN A SUBDIVISION**. The developer of a subdivision shall construct and maintain the cisterns until responsibilities for their maintenance is assumed by the homeowners or property owners association as provided by the declaration of protective covenants. Thereafter, the property or homeowners association for the development shall provide care and maintenance, and shall be charged with such responsibility consistent with protective covenants governing the association. Specific language shall be included in the protective covenants assigning that responsibility to the association.~~

~~E~~E. **OTHER FIRE SUPPRESSION SYSTEMS**. Other fire suppression systems may be required as necessary, after consultation with the applicable fire protection district.

F. **FITTINGS AND CONNECTIONS.** All fittings and connections for the components of the fire protection system shall be provided at the cost of the developer and shall be compatible with specifications established by the applicable fire protection district. All such equipment shall be

required to be tested in accordance with the Development Improvement Agreement and in cooperation with the applicable fire protection district.

G. WILDFIRE HAZARD AREAS. Developments proposed in areas that may be subject to wildfire hazards shall also comply with the applicable standards of Section 11-105: *Development in Areas Subject to Wildfire Hazards.*

SECTION 13-111: LANDSCAPING AND BUFFERING

A. APPLICABILITY. This Section shall apply to all Land Use Change Permits except for mining operations.

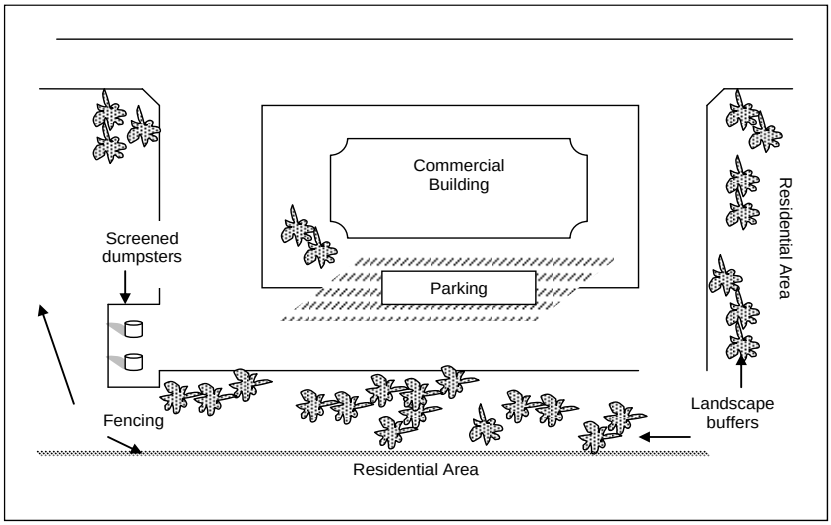
B. GENERAL. Proposed land use changes shall integrate the elements of the site plan and design, so that the land use change preserves and enhances the unique identity of the site. Landscaping may include plant materials including trees, shrubs, ground covers, perennials and annuals, and other materials including rocks, walls, fences, planters, and paving materials.

C. NEW RESIDENTIAL LAND USE CHANGES. Plant materials or landscaping elements shall be required throughout any new residential subdivision where desirable or necessary for privacy or buffering from other land uses.

D. NON-RESIDENTIAL LAND USE CHANGES. To the maximum extent feasible, areas of the site that are not occupied by buildings and required improvements shall be landscaped by retaining, maintaining, or planting native grasses, ground cover, shrubs, and trees.

E. LANDSCAPING PLAN. Applicants for a land use change shall prepare a landscaping plan if the land use change is a residential development that is classified as a Major Impact Project, or any multiple-family residential development, mobile home community or recreational vehicle park, or commercial, industrial or other non-residential use that is classified as either a Minor or Major Impact Project, pursuant to Section 3-111: *Classification of Impact*. Information is available from the Colorado State Forest Service to assist in designing a landscaping plan that minimizes the potential for wildfire hazard. The landscaping plan shall comply with the standards of the Gunnison County adopted International Wildland Urban Interface Code. The plan shall indicate the type and location of vegetation to be included on the site. The plan shall also contain a planting schedule and a plan for maintenance of all landscaping to be installed.

FIGURE 8: LANDSCAPING AS BUFFERING



1. **AMOUNT OF LANDSCAPING REQUIRED**. At least one tree and three shrubs shall be provided per each 500 sq. ft. of the area that is shown as being landscaped on the landscaping plan. All landscape planting areas that are not dedicated to trees or shrubs shall be landscaped with grass, ground cover, or other appropriate landscape treatment.

2. **PROTECTION OF EXISTING VEGETATION.** No material or temporary soil stockpiling shall be placed within four feet of existing shrubs or in the drip line

of trees. During construction, temporary protective barriers or tree wells shall be installed around each plant and/or group of plants that are to remain onsite. Protective barriers should be of a durable material that will last until construction is completed. Snow fences and silt fences are examples of acceptable barriers.

3. **RESTORATION WITH NATIVE PLANT MATERIAL.** The County requires native plant materials in the portion of the East River Corridor to the Gothic Townsite, as delineated within a map that can be obtained from the Public Works Department, but otherwise may require planting native trees or other native plant material where natural trees or vegetation are destroyed by grading or other construction work, or where existing vegetation is inadequate to mitigate visual impacts of a land use change. Substantial disturbances of the land created by construction of structures, roads, water, or wastewater treatment facilities, drainage control systems, installation of utilities, or other improvements shall be restored, pursuant to Section 13-115: *Reclamation and Noxious Weed Control.*

4. **VISIBILITY.** To avoid landscape materials from blocking driver sight distances at intersections, no material greater than 30 inches in height shall be located within 15 feet of a driveway or road edge.

5. **ALLOWANCE FOR SNOW STORAGE AND PLOWING**. All landscaping design shall provide adequate space for snow plowing and areas for snow storage, that shall be indicated on the landscaping plan.

F. SITE PROTECTION.

1. **TOPSOIL PRESERVATION.** Topsoil moved during construction shall be stockpiled and redistributed on all re-graded surfaces in order to provide an even cover to all disturbed areas of the land use change. Such surfaces shall be stabilized by seeding or planting.

2. **REMOVAL OF DEBRIS**. All stumps, other tree parts, litter, brush, weeds, excess or scrap construction materials, or other debris should be removed from the site within six months of substantial completion of construction and disposed of pursuant to requirements of the Gunnison County Landfill, or by other means pursuant to any applicable regulation.

   a. **RETAINING DEADWOOD FOR WILDLIFE HABITAT.** All dead or dying trees should be removed from the site, unless those trees are to be retained for wildlife habitat, upon the recommendation of the Colorado Division of Parks and Wildlife or the Colorado State Forest Service. If trees and limbs are reduced to chips, they may be used as mulch in landscaped areas.

3. **SLOPE PLANTINGS**. Landscaping of all cuts and fills and/or terraces shall be sufficient to prevent erosion. All roadway slopes steeper than one foot vertical to three feet horizontal (1': 3') shall be planted with ground cover appropriate for soil conditions, water availability, and environment, and pursuant to Section 13-115: *Reclamation and Noxious Weed Control.*

G. PLANTING SPECIFICATIONS.

1. **MINIMUM TREE/SHRUB SIZES**. When landscaping is included as an element of site design, and/or required by the County in the approval of a Land Use Change Permit, deciduous trees shall have at least a ~~two~~ two-inch caliper at planting. Sizes of evergreens and shrubs shall be allowed to vary depending upon the characteristics of the land use change and its location and the types of shrubs proposed. Trees shall be staked upon planting and provision made by the developer for regular watering and maintenance until they are established. Dead and dying plants shall be replaced by the developer no later than the following planting season.

2. **PLANT SPECIES.** A mixture of plants, evergreen, and deciduous shrubs may be planted. Evergreen trees should be located on the perimeter of the lot for screening.

H. TIMING. All landscaping shall be installed no later than one growing season after substantial completion of the development or land use change.

I. SITE-SPECIFIC SELECTION. The type and amount of landscaping shall be allowed to vary with the type, size and impact classification of land use change proposed. Plants or other landscaping material(s) that best serve the intended function of the land use should be selected, in consideration of site-specific environment, soil conditions, and the legal and physical availability of water.

Appropriateness of any proposed phasing, as well as short and long-term impacts of the landscaping plan, should be considered.

J. WATER CONSERVING LANDSCAPING. Use of xeriscape plantings is recommended when suitable to the altitude and location of the proposed land use change.

K. USE OF NON-TREATED WATER. Use of water that has not been processed through a water treatment plant is encouraged.

I. LANDSCAPE ADJACENT TO BUILDINGS. Landscape elements may be located adjacent to buildings except that when sites that are designated as wildfire hazard areas, landscaping must be designed considering the need for defensible space ~~as recommended by the Colorado Forest Service.~~required by the Gunnison County adopted International Wildland Urban Interface Code.

EXHIBIT B
GUNNISON COUNTY *LAND USE RESOLUTION*
DRAFT AMENDMENTS

SECTION 1-112: USE OF MAPS

Gunnison County uses the following maps as general sources of information to provide initial guidelines for siting development, and for alerting the County, the applicant and the public about the physical characteristics of a parcel and the area in which it is located. Site-specific studies may be required of individual parcels to determine individual characteristics more definitively, and how they may affect a development proposal.

A. MAPS ADOPTED. Gunnison County hereby adopts the following maps in this *Resolution*, as if they were actually included as illustrations in the *Resolution*. These maps may be updated from time to time, pursuant to Section 1-112: B: *Adoption of New or Updated Maps.*

1. **FLOODPLAIN MAPS**. National Flood Insurance Rate Maps (FIRM) prepared by the Federal Emergency Management Agency May 16, 2013, and as more specifically adopted in Section 11-103: E: *Official Maps*.
2. **GUNNISON COUNTY ROAD MAINTENANCE MAPS**. Maps of roads within Gunnison County, designating roads maintained and/or plowed by Gunnison County (dated April 1997, as amended).
3. **GUNNISON SAGE-GROUSE HABITAT MAP**. Gunnison County map that depicts private lands located within areas defined as Gunnison Sage-grouse habitat, as currently adopted by the Board.

B. **ADOPTION OF NEW OR UPDATED MAPS**. New or updated maps may be adopted by Gunnison County from time-to-time to reflect new studies, to correct map designations, or to otherwise replace or augment the floodplain, road maintenance and other maps. The adoption of a new map or the amendment of any adopted map shall be accomplished by amending or adding the reference to the map in this Section and by following the process and standards of Section 1-113: *Amending This Land Use Resolution.*

C. MAPS TO BE USED AS REFERENCES. Gunnison County may use the following and other maps as they may be amended as general references. Amendment or other update by the agencies that prepared them requires no action by the County.

1. **WILDFIRE HAZARD MAPS**. Wildfire Hazard Maps prepared by Community Planning Assistance for Wildfire (CPAW) and as they may be amended from time to time.
2. **SOILS MAPS**. Soil Survey Maps prepared by the Natural Resource Conservation Service (Soil Conservation Service).
3. **GEOLOGIC HAZARD MAPS**. Geologic Hazard Maps prepared by the Colorado Geologic Survey.
4. **WILDLIFE MAPS**. The Wildlife Resource Information System (WRIS) and National Diversity Information Source (NDIS) maps available from the Colorado Division of Parks and Wildlife, and the Gunnison Basin Sage Grouse Habitat Maps (in the *Gunnison Sage Grouse Conservation Plan*), or their successors.
5. **WETLANDS MAPS**. Wetlands identification maps for lands around the Town of Crested Butte prepared by David Cooper, PhD: Ecologist, in cooperation with the U.S. Environmental Protection Agency.

ARTICLE 2: DEFINITIONS

WILDFIRE HAZARD AREA means an area where potential wildfire phenomenon is so adverse to past, current or foreseeable construction or development that it constitutes a significant potential hazard to public health and safety or to property. Such areas may be shown on maps pursuant to Section 1-112: C: *Maps*

To Be Used As References :

- **LANDSCAPE-LEVEL WILDFIRE HAZARD** This scale represents the likelihood (probability) of a fire occurring and the intensity of the fire at the landscape level based on the inherent landscape characteristics, including broad existing vegetation, biophysical settings, fire regimes, and fire histories. The landscape-level hazard assessment is delineated into the following rankings:
    - MODERATE
    - HIGH
    - VERY HIGH

The factors influencing these rankings can be used to determine the potential landscape-level exposure that a development will be subject to. The ranking at this scale is difficult to change at the local/parcel level. Mitigation affecting change at this scale is typically done by large-scale disturbances such as insect mortality, fires, or landscape-level mitigation.

- **LOCAL-LEVEL WILDFIRE HAZARD** This scale is based on an extreme event (worst fire days). This does not show the likelihood of a fire occurring but does show where fires are likely to burn at high intensity. For example, a fire that starts in an area where the local hazard is high can spread fast and burn at high intensity creating significant wildfire exposure to any structures in the area. The same rankings used at the landscape scale are used at this local scale:
    - MODERATE
    - HIGH
    - VERY HIGH

WILDFIRE-RELATED TERMS INCLUDE:

- **FIRE CHIMNEY** means a steep, narrow drainage or ravine that generally confines smoke and heat along with natural convection currents and thus causes rapid upward increases in fire spread and intensity.
- **FUEL** means vegetation, debris, or other substances that will support combustion in a wildfire hazard area.
- **FUELBREAK** means a strategically-located strip of land that may vary in width, on which vegetation and other fuels have been modified to reduce the rate of potential fire spread, so that fire suppression forces can be used in relative safety to control a wildfire. Examples of fuel-breaks include provision for all-wheel-drive access, greenbelts, open space, forest openings, riding and hiking trails, and underground utility corridors.
- **LADDER FUELS** means fuels arranged between two separate fuel layers, including between the forest floor and tree canopies that provide vertical continuity, and thereby support fire spread in a vertical direction.
- **SLASH** means vegetative debris left after cutting or clearing operations in forest or brush areas that require treatment to reduce wildfire hazard.

WILDLAND URBAN INTERFACE (WUI) means any developed area where conditions affecting the combustibility of both wildland and built fuels allow for the ignition and spread of fire through the combined fuel complex. The WUI is illustrated in the CPAW map titled, “Gunnison County Wildland Urban Interface.”

- **WUI Intermix**: Areas with ≥1 house per acre and ≥50 percent cover of wildland vegetation. These areas have a potential for exposure to radiant and convective heat, as well as airborne embers.
- **WUI Interface**: Areas with ≥1 house per acre and ≤50 percent cover of vegetation and within 1.5 mi of area with >= 75% wildland vegetation.
- **Non- WUI Vegetated** (no housing): Areas with ≥50 percent cover of wildland vegetation and no houses (e.g., protected areas, steep slopes, mountain tops).

Section 7-201: I.2.d. **WILDFIRE HAZARD MAPS.** Wildfire Hazard Maps prepared by Community Planning Assistance for Wildfire (CPAW).

11-104: G.6.e. DEVELOPMENT PROHIBITED. Development shall be prohibited on any slope in excess of 30 percent that is also located in an area that is determined to be a very high wildfire hazard area, pursuant to Section 11-104: C: *Applicability.*

SECTION 11-105: DEVELOPMENT IN AREAS SUBJECT TO WILDFIRE HAZARDS

A. PURPOSE. There are certain types of lands in Gunnison County that may be hazardous to human life and safety and to property due to their potential for wildfire. The purpose of this Section is to

ensure that development avoids these hazard areas whenever possible. When avoidance is not possible, to provide standards to reduce or minimize the potential threats that wildfire may pose to the safety of occupants, their property, and emergency service personnel.

B. APPLICABILITY. The requirements of this Section shall apply to any development in areas designated as wildfire hazard areas on the Wildfire Hazard Maps, and in areas where the Colorado State Forest Service or the designated fire district determines that there is the potential for a proposed development to be threatened by a wildfire hazard.

C. MAPS INCORPORATED. The Gunnison County Wildfire Hazard Maps, prepared by Community Planning Assistance for Wildfire, and Gunnison County GIS, shall be used as references for determining when parcels are located within wildfire hazard areas, pursuant to Section 1-112: *Use of Maps.* Where areas have not been mapped, review and analysis by the Colorado Forest Service shall determine the status of wildfire hazards. Copies of the maps are available on www.gunnisoncounty.org.

D. REFERRAL TO AND REVIEW BY COLORADO STATE FOREST SERVICE. The Community Development Department may submit any application to the Colorado State Forest Service, West Region Wildfire Council, or local fire district for review and comment, to use the expertise and judgment of that agency to evaluate the severity of potential wildfire hazards related to the proposed land use change, and to determine the appropriate avoidance or mitigation.

E. REFERRAL TO AND REVIEW BY APPLICABLE FIRE PROTECTION DISTRICT. When a Land Use Change Permit is sought in an area located within a specific fire protection district the Community Development Department may submit the application to that District for review and comment to use the District's expertise and judgment to evaluate whether the development has included design elements compatible with adopted District standards, and to recommend how the development can best provide fire prevention and suppression.

F. STANDARDS. The following standards shall apply to land use changes in all wildfire hazard areas:

1. GENERAL STANDARD. All new construction, substantial improvement, use, fill, encroachments, alteration, fuel modification or treatment, except utility lines, on or over any portion of a wildfire hazard area, shall be designed so it does not increase the potential intensity or duration of a wildfire, or adversely affect wildfire behavior or fuel composition. Development that subjects persons (including emergency service personnel and residents of neighboring properties) to undue dangers, or that will result in substantial public expenses required to mitigate hazardous conditions, respond to emergencies created by such conditions, or rehabilitate infrastructure or lands, or that cannot otherwise be accomplished in a manner that the applicant demonstrates will be safe, shall be prohibited.

2. PROHIBITED LOCATIONS FOR DEVELOPMENT. Development shall not be located in any area designated as having very high wildfire hazard that also has slopes greater than 30 percent. Development shall also not be located in a fire chimney, as identified by the Colorado State Forest Service.

3. **DEMONSTRATE COMPLIANCE WITH THE *INTERNATIONAL WILDLAND URBAN INTERFACE CODE* (IWUIC), AS ADOPTED AND AMENDED BY GUNNISON COUNTY. All l**and use change applications shall comply with the standards set forth in the County-adopted version of the *International Wildland Urban Interface Code*.

a. NOT CAUSE ADVERSE IMPACTS. When mitigating a wildfire hazard pursuant to this Section, applicants shall not cause soil erosion, remove existing vegetation, thin trees or create adverse impacts to wildlife to an extent beyond that which is necessary to mitigate the hazard effectively.

4. LOCATION IN A FIRE PROTECTION DISTRICT. All developments located in a specific fire protection district shall comply with the fire suppression requirements of that District, when those requirements are recommended by the District, and when determined by the County to be appropriate. When the District's standards conflict with County standards, the County shall only enforce the County standards.

6. **WILDFIRE PREVENTION STANDARDS TO BE ADDRESSED IN PROTECTIVE COVENANTS**. Development shall comply with the following standards. Assurances as to compliance with these standards shall be addressed in a recorded, permanent protective covenant enforceable by the County.

   a. FUEL MODIFICATIONS. If the proposed development includes areas that are within a wildfire hazard area as mapped on Gunnison County Wildfire Hazard Maps, that can be reduced to lower hazard ratings, in accordance with the adopted International Wildland Urban Interface Code, through thinning, clumping, reduction of "ladder" fuels (vegetation that may allow a fire to burn from ground level to lower tree branches), removal of hanging limbs near chimneys, creation of defensible space around structures, or other such modifications, then such modifications shall be accomplished and maintained by the applicant and or applicable homeowner's association.

   b. FUEL BREAKS. Practical fuel break systems shall be installed as needed in locations that are approved by the Colorado State Forest Service.

   c. **IGNITIION RESISTANT CONSTRUCTION MATERIALS.** If the proposed development includes areas that are within a wildfire hazard area as mapped on Gunnison County Wildfire Hazard Maps, construction materials that are ignition resistant shall be allowed and encouraged within the protective covenants.

7. **SAFETY AREAS IN RESIDENTIAL DEVELOPMENT**. Areas designated by the applicable fire protection district as temporary public evacuation areas during fires shall be indicated by permanent signs along roads in developments. These areas shall also be designated on a final subdivision plat or final development plan for any development that is classified as a Major Impact Project.

8. **CUL-DE-SACS**. Cul-de-sacs shall not cross major draws, canyons, or gullies conducive to fire spread, nor shall cul-de-sacs terminate in such draws, canyons or gullies. Cul-de-sacs shall have a turn-around pad at the end with a minimum radius of 45 feet and an all-weather gravel or paved surface of a minimum of 45 feet. Dead end roads without turn-around areas shall be prohibited.

9. **ROAD RIGHT-OF-WAY CLEARING**. All roads shall be cleared and maintained four feet from each edge of the road surface in the right-of-way, so they are free from all living or dead flammable materials.

10. **ROAD GRADE**. All dedicated roads shall meet the minimum and maximum grade standards pursuant to the *Gunnison County Standards and Specifications for Road and Bridge Construction*.

11. **CLEAN-UP OF SLASH**. To minimize wildfire hazards and to avoid insects and diseases, the following actions shall be accomplished:

    a. ROAD SLASH. All cut combustible materials, vegetative residues, including fallen or cut trees and shrubs, pulled stumps, or other such flammable debris shall be disposed of by either chipping or removal from development roadside strips. These strips shall be 100-foot wide areas that parallel each side of the road, measured outward from the edge of the road right-of-way.

    b. SLASH AROUND HOMES. All vegetative residue, slashing, branches, limbs, stumps, roots, or other flammable debris shall be disposed of from around the home site areas by either chipping or removal before final building inspection approval. Home site areas shall include all areas of the lot in which the materials are generated or deposited.

    c. FILLS. Compacting slash and debris into roadbed fill areas shall be prohibited, but such materials may be buried in the road right-of-way outside the roadbed provided that the burial is done to minimize the potential for erosion.

12. **COMPLY WITH FIRE PROTECTION STANDARDS.** Developments in wildfire hazard areas shall also comply with the standards of Section 12-107: *Fire Protection.*

G. **WARNING AND DISCLAIMER**. As a condition of approval of the proposed land use change, the applicant shall sign the following warning and disclaimer that shall be included on the Final Plat of a subdivision, or within the applicable recorded document that approves the Land Use Change Permit:

WARNING AND DISCLAIMER OF WILDFIRE HAZARDS

AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

"I/We_____ (owner(s) of property) on behalf of myself/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."

H. **OWNERS SHALL BE RESPONSIBLE**. Property owners who develop in, or have access through, areas subject to wildfire hazards shall be required to construct, implement, maintain, monitor, improve and bear the cost of their development's proportionate share of all reasonable measures necessary to mitigate any wildfire-related hazard created by such development.

SECTION 12-105: WATER SUPPLY

A. GENERAL STANDARD. All land use changes for Minor or Major Impact Projects, for which water is a required and necessary element of the development, shall provide a water supply that is legally and physically adequate in terms of quality, quantity, dependability, and pressure for the proposed development. In making its determination as to whether the proposed water supply will be adequate for the proposed use, the decision-making body shall consider the recommendations of the Colorado Division of Water Resources, the Gunnison County Environmental Health Official and other County staff, or consultants engaged by the County and the applicant.

B. CONNECTION TO EXISTING SYSTEMS. It is the policy of Gunnison County to encourage land use changes to use existing water supply systems, especially those paid for in whole or in part by the sale of municipal, county, special district, or other political subdivision bonds. When an existing water supply system can provide a documented legal and physically sufficient source of water for a proposed use pursuant to this *Resolution*, an applicant for a Land Use Change Permit shall be required to connect to the existing system and to install those water lines and other appurtenances necessary to make the water supply available at the property line of each lot in the development in the following circumstances:

1. **LOCATED WITHIN 400'.** The proposed land use change is located within 400 feet of a component of an available existing water supply system; or

2. LOCATED WITHIN AN URBAN SERVICE AREA. The proposed land use change is located in a designated urban service area and it is determined that it is feasible, logical, and consistent with applicable municipal, district and county plans, to connect the development to the water supply system serving the area. If it is determined that it is premature to connect the development to the system at the time of the Land Use Change Permit approval, the County may require, as a condition of approval, that assurances be given, including granting of easements, and/or commitments to pay for or construct specified improvements, to ensure that when it is timely to connect the development to the water supply system, this can feasibly occur.

C. EXISTING SYSTEM NOT ACCESSIBLE. Where an existing water supply system approved by the Colorado Department of Public Health and Environment is not reasonably accessible or connection to it is not feasible, the applicant shall implement one of the following options:

1. INSTALL WATER SUPPLY SYSTEM. Install a water supply system, with water lines to each lot, the design, construction, maintenance and operation of which complies with the County's regulations and with the standards of the Colorado Department of Public Health and Environmental Resources; or

2. SUBMIT EVIDENCE OF ADEQUACY OF INDIVIDUAL SUPPLIES. Submit evidence satisfactory to the County that adequate individual water supplies that comply with the standards of the Colorado

Department of Public Health and Environment and Gunnison County will be available to each lot in the proposed development. The County may refer the application to the Colorado Division of Water Resources for comments on the adequacy of the proposed supply.

D. CALCULATION OF ADEQUACY OF SUPPLY. The legal and physical adequacy of the water supply for a proposed water supply for a land use change proposed as a Major Impact shall be calculated based on the total planned development at full buildout, and for year-round use, using standard engineering practices. Fire flow requirements shall be related to the location and character of the development, and shall comply with the standards of Section 12-107: *Fire Protection*. Calculation shall be based on the following:

1. **ESTIMATED AVERAGE DAILY DEMAND**. Estimated average daily demand of the entire service area and the proposed development. Demand calculations are to be based on 350 gallons per day (gpd) per residence.
2. **ESTIMATED MAXIMUM DAILY DEMAND.** Estimated maximum daily demand based on using three times the average daily demand.
3. **ESTIMATED PEAK HOUR DEMAND**. Estimated peak hour demand based on using six times the average daily demand.
4. **ESTIMATED AVERAGE DAILY DEMAND FOR COMMERCIAL / INDUSTRIAL USES.** The estimated average daily demand for commercial and industrial uses will be reviewed based on the anticipated demand of the proposed development. Appropriate multipliers may be used in calculating the amount, based on standards as may be required for a specific use by the Colorado Department of Public Health and Environment, or other applicable agency or industry standard.
5. **WATER SUFFICIENT FOR LANDSCAPING.** As may be required by Section 13-111: *Landscaping and Buffering* each use shall have adequate water to supply required landscaping. Amounts shall be calculated using the irrigation water criteria in Section 12-105: D. 5. a. 1: *Estimated Demand*.
    a. **IRRIGATION WATER CRITERIA**. The following shall be considered in calculating requirements for the use of irrigation in new development, and shall not apply to agricultural operations in existence as of the effective date of this *Resolution*.
        1. **ESTIMATED DEMAND**. Estimated irrigation demand based on information supplied by the Natural Resources Conservation Service. The information shall take into account the type of vegetation to be maintained, the soil characteristics, the historic yield, and the available water rights.
        2. **ESTIMATED ACREAGE**. Estimated acreage to be irrigated.
6. **ADEQUATE AND RELIABLE WATER SUPPLY**. A water supply that is sufficient and accessible year-round to control and extinguish anticipated fires in the development. This standard shall identify minimum requirements for water supplies for structural and wildland fire-fighting purposes in rural and suburban areas of the county.
    a. COMPLIANCE WITH International Wildland Urban Interface Code (IWUIC) WATER SUPPLY REQUIREMENTS. The applicant shall provide evidence that the proposed water supply complies with the applicable standards of the IWUIC.
    b. **NFPA CLASSIFICATIONS MAY BE REFERENCED**. To determine the requirements for an adequate and reliable water supply specific to the development, the County may refer to current standards as published by the National Fire Protection Association including the *Occupancy Hazard Classification and Construction Classification Tables* within the *Standard on Water Supplies for Suburban and Rural Fire Fighting*.
    b. **COMPLIANCE WITH FIRE PROTECTION DISTRICT REQUIREMENTS**. The applicant shall provide evidence that the distribution system and storage system are capable of meeting the requirements of the applicable fire protection district, and shall be located on the same site for which

development is proposed. When the District's standards conflict with County standards, the County shall only enforce the County standards.

c. **MINIMUM REQUIREMENTS MAY BE INCREASED IF CONDITIONS ARE UNIQUE**. The County may determine during the permit application review that additional water supplies are required for fire suppression purposes, considering particular conditions such as the following:

1. **LIMITED FIRE DEPARTMENT RESOURCES**. Available equipment is not sufficient to provide suppression for proposed heights of buildings, or there are similar limitations.
2. **EXTENDED FIRE DEPARTMENT RESPONSE TIME**. The time reasonably expected for response from the closest fire protection district facility will likely exceed the amount of time in which a structure may be saved.
3. **LIMITED ACCESS**. Existing roadways are narrow, of particularly steep grade, existing bridges are not constructed to accommodate emergency vehicles, or no traversable roadways exist from collector roads.
4. **HAZARDOUS VEGETATION**. Vegetation that because of its physical characteristics is likely to contribute to the intensity or quick travel of fire.
5. **UNUSUAL TERRAIN**. Slope, aspect and elevation create chimneys or similar configurations such that fire is likely to travel quickly.
6. **SPECIAL USES**. Uses proposed within the Land Use Change Permit application involve hazardous products, or processes.

d. **IDENTIFYING WATER SOURCES**. An indicator, reasonably visible in winter and approved by the applicable fire protection district, shall be installed at each location where water may be extracted, and identifying the site for fire protection district emergency use.

e. **SECONDARY WATER SUPPLY**. Determination that a secondary water supply is necessary for purposes of fire suppression may be requested from the applicable fire protection district; the County will decide whether that secondary supply shall be required.

SECTION 12-107: FIRE PROTECTION

A. **APPLICANT SHALL CONTACT FIRE PROTECTION DISTRICT.** It is required that an applicant for a land use change permit that is located in a specific fire protection district contact the district before submitting the application, for the purpose of being informed of the District's design and construction standards that will apply to the application.

1. **PROTECTIVE COVENANTS**. When a land use change that is a subdivision is proposed within a specific fire protection district, subdivision protective covenants shall include language ensuring compliance with the requirements of the applicable fire protection district and giving the applicable district the authority to enforce those provisions.
2. **COUNTY STANDARDS APPLY**. When the District's standards conflict with County standards, the County shall only enforce the County standards.
3. **PROPOSED LAND USE CHANGE OUTSIDE OF ANY DISTRICT**. When a proposed land use change lies outside of any District boundaries, then the applicant shall contact the nearest such District.

a. **MAJOR IMPACT PROJECT**. As a condition of approval of a proposed Major Impact Project outside of District boundaries, the County may require the applicant to provide evidence that the property will be annexed to the applicable District, or that a service agreement has been entered into between the applicant and the District.

b. **MINOR IMPACT PROJECT**. As a condition of approval of a proposed Minor Impact Project outside of District boundaries, the County may require the applicant to provide evidence that the property will be annexed to the applicable District, or that a service agreement has

been entered into between the applicant and the District, or the applicant shall meet one of the following requirements:

1. **INSTALL SPRINKLER SYSTEM**. The applicant shall install a sprinkler system in any structure proposed for habitation, subject to standards of and approval by the applicable fire protection district; or
2. **SUBMIT WAIVER OF LIABILITY**. The applicant shall submit a signed Warning and Waiver of Liability releasing the County and the applicable fire protection district as part of the application.

B. **STANDARDS FOR VEHICLE ACCESS**. All sites proposed for land use changes shall provide access that is sufficient for emergency vehicles, and for service and other vehicles that need access to the property, except when the site is a patented mining claim, is an inholding within state or federal lands, or it was created before the effective date of this *Resolution*;

1. **SEPARATED TWO POINTS OF ACCESS ON PRIMARY ROADS**. All subdivision filings shall provide two or more points of dedicated access on primary roads that permit adequately separated ingress/egress, unless an alternative design for a single access point can afford similarly safe access.
2. **CULVERTS AND BRIDGES**. Any culverts or bridges that are installed or built as part of a development shall be capable of supporting the maximum legal load allowed by Colorado Department of Transportation load factor ratings.
3. **TURNAROUNDS**. A turn-around of 45' radius shall be included if determined by the applicable fire protection district to be necessary to accommodate emergency vehicles.

C. SIGNAGE AND ADDRESSING. All sites for proposed land use changes shall be signed and marked with address markers in accordance with the standards of the IWUIC.

D. FIRE SUPPRESSION. All development shall comply with the standards of the International Wildland Urban Interface Code including NFPA 1141 and 1142.

E. OTHER FIRE SUPPRESSION SYSTEMS. Other fire suppression systems may be required as necessary, after consultation with the applicable fire protection district.

F. FITTINGS AND CONNECTIONS. All fittings and connections for the components of the fire protection system shall be provided at the cost of the developer and shall be compatible with specifications established by the applicable fire protection district. All such equipment shall be required to be tested in accordance with the Development Improvement Agreement and in cooperation with the applicable fire protection district.

G. WILDFIRE HAZARD AREAS. Developments proposed in areas that may be subject to wildfire hazards shall also comply with the applicable standards of Section 11-105: *Development in Areas Subject to Wildfire Hazards.*

SECTION 13-111: LANDSCAPING AND BUFFERING

A. APPLICABILITY. This Section shall apply to all Land Use Change Permits except for mining operations.

B. GENERAL. Proposed land use changes shall integrate the elements of the site plan and design, so that the land use change preserves and enhances the unique identity of the site. Landscaping may include plant materials including trees, shrubs, ground covers, perennials and annuals, and other materials including rocks, walls, fences, planters, and paving materials.

C. NEW RESIDENTIAL LAND USE CHANGES. Plant materials or landscaping elements shall be required throughout any new residential subdivision where desirable or necessary for privacy or buffering from other land uses.

D. NON-RESIDENTIAL LAND USE CHANGES. To the maximum extent feasible, areas of the site that are not occupied by buildings and required improvements shall be landscaped by retaining, maintaining, or planting native grasses, ground cover, shrubs, and trees.

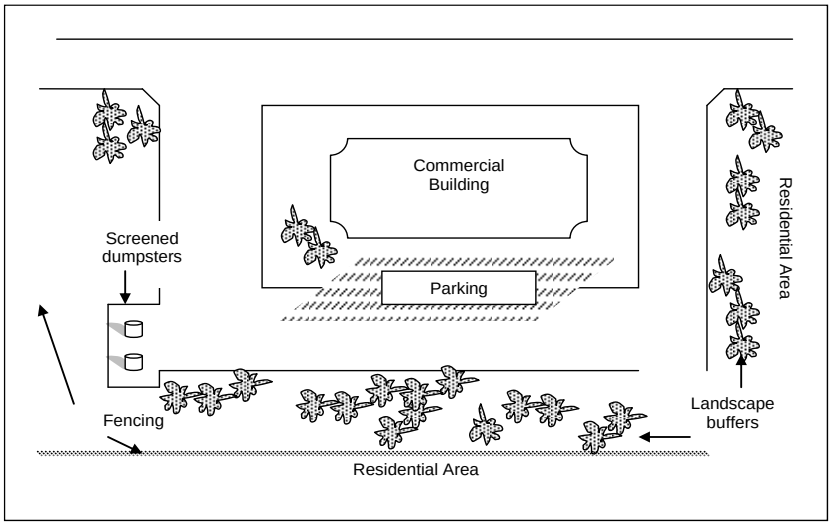
E. LANDSCAPING PLAN. Applicants for a land use change shall prepare a landscaping plan if the land use change is a residential development that is classified as a Major Impact Project, or any multiple-family residential development, mobile home community or recreational vehicle park, or commercial, industrial or other non-residential use that is classified as either a Minor or Major Impact Project, pursuant to Section 3-111: *Classification of Impact*. Information is available from the Colorado State Forest Service to assist in designing a landscaping plan that minimizes the potential for wildfire hazard. The landscaping plan shall comply with the standards of the Gunnison County adopted International Wildland Urban Interface Code. The plan shall indicate the type and location of vegetation to be included on the site. The plan shall also contain a planting schedule and a plan for maintenance of all landscaping to be installed.

1. **AMOUNT OF LANDSCAPING REQUIRED**. At least one tree and three shrubs shall be provided per each 500 sq. ft. of the area that is shown as being landscaped on the landscaping plan. All landscape planting areas that are not dedicated to trees or shrubs shall be landscaped with grass, ground cover, or other appropriate landscape treatment.

2. **PROTECTION OF EXISTING VEGETATION.** No material or temporary soil stockpiling shall be placed within four feet of existing shrubs or in the drip line of trees. During construction, temporary protective barriers or tree wells shall be installed around each plant and/or group of plants that are to remain onsite. Protective barriers should be of a durable material that will last until construction is completed. Snow fences and silt fences are examples of acceptable barriers.

3. **RESTORATION WITH NATIVE PLANT MATERIAL.** The County requires native plant materials in the portion of the East River Corridor to the Gothic Townsite, as delineated within a map that can be obtained from the Public Works Department, but otherwise may require planting native trees or other native plant material where natural trees or vegetation are destroyed by grading or other construction work, or where existing vegetation is inadequate to mitigate visual impacts of a land use change. Substantial disturbances of the land created by construction of structures, roads, water, or wastewater treatment facilities, drainage control systems, installation of utilities, or other improvements shall be restored, pursuant to Section 13-115: *Reclamation and Noxious Weed Control.*

FIGURE 8: LANDSCAPING AS BUFFERING



4. **VISIBILITY.** To avoid landscape materials from blocking driver sight distances at intersections, no material greater than 30 inches in height shall be located within 15 feet of a driveway or road edge.

5. **ALLOWANCE FOR SNOW STORAGE AND PLOWING**. All landscaping design shall provide adequate space for snow plowing and areas for snow storage, that shall be indicated on the landscaping plan.

F. SITE PROTECTION.

1. **TOPSOIL PRESERVATION.** Topsoil moved during construction shall be stockpiled and redistributed on all re-graded surfaces in order to provide an even cover to all disturbed areas of the land use change. Such surfaces shall be stabilized by seeding or planting.

2. **REMOVAL OF DEBRIS**. All stumps, other tree parts, litter, brush, weeds, excess or scrap construction materials, or other debris should be removed from the site within six months of substantial completion of construction and disposed of pursuant to requirements of the Gunnison County Landfill, or by other means pursuant to any applicable regulation.

    a. **RETAINING DEADWOOD FOR WILDLIFE HABITAT.** All dead or dying trees should be removed from the site, unless those trees are to be retained for wildlife habitat, upon the recommendation of the Colorado Division of Parks and Wildlife or the Colorado State Forest Service. If trees and limbs are reduced to chips, they may be used as mulch in landscaped areas.

3. **SLOPE PLANTINGS**. Landscaping of all cuts and fills and/or terraces shall be sufficient to prevent erosion. All roadway slopes steeper than one foot vertical to three feet horizontal (1': 3') shall be planted with ground cover appropriate for soil conditions, water availability, and environment, and pursuant to Section 13-115: *Reclamation and Noxious Weed Control.*

G. PLANTING SPECIFICATIONS.

1. **MINIMUM TREE/SHRUB SIZES**. When landscaping is included as an element of site design, and/or required by the County in the approval of a Land Use Change Permit, deciduous trees shall have at least a two-inch caliper at planting. Sizes of evergreens and shrubs shall be allowed to vary depending upon the characteristics of the land use change and its location and the types of shrubs proposed. Trees shall be staked upon planting and provision made by the developer for regular watering and maintenance until they are established. Dead and dying plants shall be replaced by the developer no later than the following planting season.

2. **PLANT SPECIES.** A mixture of plants, evergreen, and deciduous shrubs may be planted. Evergreen trees should be located on the perimeter of the lot for screening.

H. TIMING. All landscaping shall be installed no later than one growing season after substantial completion of the development or land use change.

I. SITE-SPECIFIC SELECTION. The type and amount of landscaping shall be allowed to vary with the type, size and impact classification of land use change proposed. Plants or other landscaping material(s) that best serve the intended function of the land use should be selected, in consideration of site-specific environment, soil conditions, and the legal and physical availability of water. Appropriateness of any proposed phasing, as well as short and long-term impacts of the landscaping plan, should be considered.

J. WATER CONSERVING LANDSCAPING. Use of xeriscape plantings is recommended when suitable to the altitude and location of the proposed land use change.

K. USE OF NON-TREATED WATER. Use of water that has not been processed through a water treatment plant is encouraged.

I. LANDSCAPE ADJACENT TO BUILDINGS. Landscape elements may be located adjacent to buildings except that when sites that are designated as wildfire hazard areas, landscaping must be designed considering the need for defensible space required by the Gunnison County adopted International Wildland Urban Interface Code.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 2022-___
A RESOLUTION AMENDING THE *GUNNISON COUNTY LAND USE RESOLUTION*

WHEREAS, pursuant to the *Gunnison County Land Use Resolution* ("the *Resolution"),* Section 1-113, details a process for initiation, review and Board of County Commissioner action on proposed amendments to the *Resolution,* and

WHEREAS, pursuant to Section 1-113, the Community Development Department and Planning Commission have initiated and completed review of proposed amendments as required by the *Resolution;* and

WHEREAS, Section 29-20-104(1)(a) of the Local Government Land Use Control Enabling Act grants Gunnison County the authority "to plan for and regulate the use of land by . . . [r]egulating development and activities in hazardous areas."

WHEREAS, the Planning Commission on July 7, 2022, forwarded its written recommendations to the Board regarding the proposed amendments; and

WHEREAS, the Board of County Commissioners has conducted a duly noticed public hearing on these proposed amendments on September 6, 2022; and pursuant to Section 1-113 of the *Resolution* evaluated the proposed amendments using the following criteria:

- Consistency of the proposed amendments with any comprehensive plan that may be adopted by Gunnison County
- Changed conditions, including the economy of Gunnison County
- Effect of the proposed amendments on the natural environment
- Community needs
- Development pattern
- Changes in applicable law
- Public health, safety and welfare
- Compliance with any applicable intergovernmental agreements adopted by Gunnison County

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Gunnison County, Colorado that the Board hereby adopts the following amendments of the *Gunnison County Land Use Resolution* as included on the attached "Exhibit A."

INTRODUCED by Commissioner_____, seconded by Commissioner_____ and adopted on this _____ day of _____ 2022.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Commissioner

By: _____
Elizabeth Smith, Commissioner

Attest: _____
Deputy County Clerk

EXHIBIT A
GUNNISON COUNTY *LAND USE RESOLUTION*
DRAFT AMENDMENTS

SECTION 1-112: USE OF MAPS

Gunnison County uses the following maps as general sources of information to provide initial guidelines for siting development, and for alerting the County, the applicant and the public about the physical characteristics of a parcel and the area in which it is located. Site-specific studies may be required of individual parcels to determine individual characteristics more definitively, and how they may affect a development proposal.

A. MAPS ADOPTED. Gunnison County hereby adopts the following maps in this *Resolution*, as if they were actually included as illustrations in the *Resolution*. These maps may be updated from time to time, pursuant to Section 1-112: B: *Adoption of New or Updated Maps.*

1. **FLOODPLAIN MAPS**. National Flood Insurance Rate Maps (FIRM) prepared by the Federal Emergency Management Agency May 16, 2013, and as more specifically adopted in Section 11-103: E: *Official Maps*.
2. **GUNNISON COUNTY ROAD MAINTENANCE MAPS**. Maps of roads within Gunnison County, designating roads maintained and/or plowed by Gunnison County (dated April 1997, as amended).
3. **GUNNISON SAGE-GROUSE HABITAT MAP**. Gunnison County map that depicts private lands located within areas defined as Gunnison Sage-grouse habitat, as currently adopted by the Board.

B. **ADOPTION OF NEW OR UPDATED MAPS**. New or updated maps may be adopted by Gunnison County from time-to-time to reflect new studies, to correct map designations, or to otherwise replace or augment the floodplain, road maintenance and other maps. The adoption of a new map or the amendment of any adopted map shall be accomplished by amending or adding the reference to the map in this Section and by following the process and standards of Section 1-113: *Amending This Land Use Resolution.*

C. MAPS TO BE USED AS REFERENCES. Gunnison County may use the following and other maps as they may be amended as general references. Amendment or other update by the agencies that prepared them requires no action by the County.

1. **WILDFIRE HAZARD MAPS**. Wildfire Hazard Maps prepared by Community Planning Assistance for Wildfire (CPAW) and as they may be amended from time to time.
2. **SOILS MAPS**. Soil Survey Maps prepared by the Natural Resource Conservation Service (Soil Conservation Service).
3. **GEOLOGIC HAZARD MAPS**. Geologic Hazard Maps prepared by the Colorado Geologic Survey.
4. **WILDLIFE MAPS**. The Wildlife Resource Information System (WRIS) and National Diversity Information Source (NDIS) maps available from the Colorado Division of Parks and Wildlife, and the Gunnison Basin Sage Grouse Habitat Maps (in the *Gunnison Sage Grouse Conservation Plan*), or their successors.
5. **WETLANDS MAPS**. Wetlands identification maps for lands around the Town of Crested Butte prepared by David Cooper, PhD: Ecologist, in cooperation with the U.S. Environmental Protection Agency.

ARTICLE 2: DEFINITIONS

WILDFIRE HAZARD AREA means an area where potential wildfire phenomenon is so adverse to past, current or foreseeable construction or development that it constitutes a significant potential hazard to public health and safety or to property. Such areas may be shown on maps pursuant to Section 1-112: C: *Maps To Be Used As References* :

- **LANDSCAPE-LEVEL WILDFIRE HAZARD** This scale represents the likelihood (probability) of a fire occurring and the intensity of the fire at the landscape level based on the inherent landscape characteristics, including broad existing

vegetation, biophysical settings, fire regimes, and fire histories. The landscape-level hazard assessment is delineated into the following rankings:
    - MODERATE
    - HIGH
    - VERY HIGH

The factors influencing these rankings can be used to determine the potential landscape-level exposure that a development will be subject to. The ranking at this scale is difficult to change at the local/parcel level. Mitigation affecting change at this scale is typically done by large-scale disturbances such as insect mortality, fires, or landscape-level mitigation.

- **LOCAL-LEVEL WILDFIRE HAZARD** This scale is based on an extreme event (worst fire days). This does not show the likelihood of a fire occurring but does show where fires are likely to burn at high intensity. For example, a fire that starts in an area where the local hazard is high can spread fast and burn at high intensity creating significant wildfire exposure to any structures in the area. The same rankings used at the landscape scale are used at this local scale:
    - MODERATE
    - HIGH
    - VERY HIGH

WILDFIRE-RELATED TERMS INCLUDE:

- **FIRE CHIMNEY** means a steep, narrow drainage or ravine that generally confines smoke and heat along with natural convection currents and thus causes rapid upward increases in fire spread and intensity.
- **FUEL** means vegetation, debris, or other substances that will support combustion in a wildfire hazard area.
- **FUELBREAK** means a strategically-located strip of land that may vary in width, on which vegetation and other fuels have been modified to reduce the rate of potential fire spread, so that fire suppression forces can be used in relative safety to control a wildfire. Examples of fuel-breaks include provision for all-wheel-drive access, greenbelts, open space, forest openings, riding and hiking trails, and underground utility corridors.
- **LADDER FUELS** means fuels arranged between two separate fuel layers, including between the forest floor and tree canopies that provide vertical continuity, and thereby support fire spread in a vertical direction.
- **SLASH** means vegetative debris left after cutting or clearing operations in forest or brush areas that require treatment to reduce wildfire hazard.

WILDLAND URBAN INTERFACE (WUI) means any developed area where conditions affecting the combustibility of both wildland and built fuels allow for the ignition and spread of fire through the combined fuel complex. The WUI is illustrated in the CPAW map titled, “Gunnison County Wildland Urban Interface.”

- **WUI Intermix**: Areas with ≥1 house per acre and ≥50 percent cover of wildland vegetation. These areas have a potential for exposure to radiant and convective heat, as well as airborne embers.
- **WUI Interface**: Areas with ≥1 house per acre and ≤50 percent cover of vegetation and within 1.5 mi of area with >= 75% wildland vegetation.
- **Non- WUI Vegetated** (no housing): Areas with ≥50 percent cover of wildland vegetation and no houses (e.g., protected areas, steep slopes, mountain tops).

Section 7-201: I.2.d. **WILDFIRE HAZARD MAPS.** Wildfire Hazard Maps prepared by Community Planning Assistance for Wildfire (CPAW).

11-104: G.6.e. DEVELOPMENT PROHIBITED. Development shall be prohibited on any slope in excess of 30 percent that is also located in an area that is determined to be a very high wildfire hazard area, pursuant to Section 11-104: C: *Applicability.*

SECTION 11-105: DEVELOPMENT IN AREAS SUBJECT TO WILDFIRE HAZARDS

A. PURPOSE. There are certain types of lands in Gunnison County that may be hazardous to human life and safety and to property due to their potential for wildfire. The purpose of this Section is to ensure that development avoids these hazard areas whenever possible. When avoidance is not possible, to provide standards to reduce or minimize the potential threats that wildfire may pose to the safety of occupants, their property, and emergency service personnel.

B. APPLICABILITY. The requirements of this Section shall apply to any development in areas designated as wildfire hazard areas on the Wildfire Hazard Maps, and in areas where the Colorado State Forest

Service or the designated fire district determines that there is the potential for a proposed development to be threatened by a wildfire hazard.

C. MAPS INCORPORATED. The Gunnison County Wildfire Hazard Maps, prepared by Community Planning Assistance for Wildfire, and Gunnison County GIS, shall be used as references for determining when parcels are located within wildfire hazard areas, pursuant to Section 1-112: *Use of Maps.* Where areas have not been mapped, review and analysis by the Colorado Forest Service shall determine the status of wildfire hazards. Copies of the maps are available on www.gunnisoncounty.org.

D. REFERRAL TO AND REVIEW BY COLORADO STATE FOREST SERVICE. The Community Development Department may submit any application to the Colorado State Forest Service, West Region Wildfire Council, or local fire district for review and comment, to use the expertise and judgment of that agency to evaluate the severity of potential wildfire hazards related to the proposed land use change, and to determine the appropriate avoidance or mitigation.

E. REFERRAL TO AND REVIEW BY APPLICABLE FIRE PROTECTION DISTRICT. When a Land Use Change Permit is sought in an area located within a specific fire protection district the Community Development Department may submit the application to that District for review and comment to use the District's expertise and judgment to evaluate whether the development has included design elements compatible with adopted District standards, and to recommend how the development can best provide fire prevention and suppression.

F. STANDARDS. The following standards shall apply to land use changes in all wildfire hazard areas:

1. **GENERAL STANDARD**. All new construction, substantial improvement, use, fill, encroachments, alteration, fuel modification or treatment, except utility lines, on or over any portion of a wildfire hazard area, shall be designed so it does not increase the potential intensity or duration of a wildfire, or adversely affect wildfire behavior or fuel composition. Development that subjects persons (including emergency service personnel and residents of neighboring properties) to undue dangers, or that will result in substantial public expenses required to mitigate hazardous conditions, respond to emergencies created by such conditions, or rehabilitate infrastructure or lands, or that cannot otherwise be accomplished in a manner that the applicant demonstrates will be safe, shall be prohibited.

2. **PROHIBITED LOCATIONS FOR DEVELOPMENT**. Development shall not be located in any area designated as having very high wildfire hazard that also has slopes greater than 30 percent. Development shall also not be located in a fire chimney, as identified by the Colorado State Forest Service.

3. **DEMONSTRATE COMPLIANCE WITH THE *INTERNATIONAL WILDLAND URBAN INTERFACE CODE* (IWUIC), AS ADOPTED AND AMENDED BY GUNNISON COUNTY. All l**and use change applications shall comply with the standards set forth in the County-adopted version of the *International Wildland Urban Interface Code*.

   a. **NOT CAUSE ADVERSE IMPACTS**. When mitigating a wildfire hazard pursuant to this Section, applicants shall not cause soil erosion, remove existing vegetation, thin trees or create adverse impacts to wildlife to an extent beyond that which is necessary to mitigate the hazard effectively.

4. **LOCATION IN A FIRE PROTECTION DISTRICT.** All developments located in a specific fire protection district shall comply with the fire suppression requirements of that District, when those requirements are recommended by the District, and when determined by the County to be appropriate. When the District's standards conflict with County standards, the County shall only enforce the County standards.

6. **WILDFIRE PREVENTION STANDARDS TO BE ADDRESSED IN PROTECTIVE COVENANTS**. Development shall comply with the following standards. Assurances as to compliance with these standards shall be addressed in a recorded, permanent protective covenant enforceable by the County.

   a. **FUEL MODIFICATIONS**. If the proposed development includes areas that are within a wildfire hazard area as mapped on Gunnison County Wildfire Hazard Maps, that can be reduced to lower hazard ratings, in accordance with the adopted International Wildland Urban Interface Code, through thinning, clumping, reduction of "ladder" fuels (vegetation that may allow a fire to burn from ground level to lower tree branches), removal of hanging limbs near chimneys, creation of defensible space around structures, or

other such modifications, then such modifications shall be accomplished and maintained by the applicant and or applicable homeowner's association.

b. **FUEL BREAKS**. Practical fuel break systems shall be installed as needed in locations that are approved by the Colorado State Forest Service.

c. **IGNITIION RESISTANT CONSTRUCTION MATERIALS.** If the proposed development includes areas that are within a wildfire hazard area as mapped on Gunnison County Wildfire Hazard Maps, construction materials that are ignition resistant shall be allowed and encouraged within the protective covenants.

7. **SAFETY AREAS IN RESIDENTIAL DEVELOPMENT**. Areas designated by the applicable fire protection district as temporary public evacuation areas during fires shall be indicated by permanent signs along roads in developments. These areas shall also be designated on a final subdivision plat or final development plan for any development that is classified as a Major Impact Project.

8. **CUL-DE-SACS**. Cul-de-sacs shall not cross major draws, canyons, or gullies conducive to fire spread, nor shall cul-de-sacs terminate in such draws, canyons or gullies. Cul-de-sacs shall have a turn-around pad at the end with a minimum radius of 45 feet and an all-weather gravel or paved surface of a minimum of 45 feet. Dead end roads without turn-around areas shall be prohibited.

9. **ROAD RIGHT-OF-WAY CLEARING**. All roads shall be cleared and maintained four feet from each edge of the road surface in the right-of-way, so they are free from all living or dead flammable materials.

10. **ROAD GRADE**. All dedicated roads shall meet the minimum and maximum grade standards pursuant to the *Gunnison County Standards and Specifications for Road and Bridge Construction*.

11. **CLEAN-UP OF SLASH**. To minimize wildfire hazards and to avoid insects and diseases, the following actions shall be accomplished:

a. **ROAD SLASH**. All cut combustible materials, vegetative residues, including fallen or cut trees and shrubs, pulled stumps, or other such flammable debris shall be disposed of by either chipping or removal from development roadside strips. These strips shall be 100-foot wide areas that parallel each side of the road, measured outward from the edge of the road right-of-way.

b. **SLASH AROUND HOMES**. All vegetative residue, slashing, branches, limbs, stumps, roots, or other flammable debris shall be disposed of from around the home site areas by either chipping or removal before final building inspection approval. Home site areas shall include all areas of the lot in which the materials are generated or deposited.

c. **FILLS**. Compacting slash and debris into roadbed fill areas shall be prohibited, but such materials may be buried in the road right-of-way outside the roadbed provided that the burial is done to minimize the potential for erosion.

12. **COMPLY WITH FIRE PROTECTION STANDARDS.** Developments in wildfire hazard areas shall also comply with the standards of Section 12-107: *Fire Protection.*

G. **WARNING AND DISCLAIMER**. As a condition of approval of the proposed land use change, the applicant shall sign the following warning and disclaimer that shall be included on the Final Plat of a subdivision, or within the applicable recorded document that approves the Land Use Change Permit:

WARNING AND DISCLAIMER OF WILDFIRE HAZARDS
AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

"I/We_____ (owner(s) of property) on behalf of myself/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."

H. **OWNERS SHALL BE RESPONSIBLE**. Property owners who develop in, or have access through, areas subject to wildfire hazards shall be required to construct, implement, maintain, monitor, improve and bear the cost of their development's proportionate share of all reasonable measures necessary to mitigate any wildfire-related hazard created by such development.

SECTION 12-105: WATER SUPPLY

A. GENERAL STANDARD. All land use changes for Minor or Major Impact Projects, for which water is a required and necessary element of the development, shall provide a water supply that is legally and physically adequate in terms of quality, quantity, dependability, and pressure for the proposed development. In making its determination as to whether the proposed water supply will be adequate for the proposed use, the decision-making body shall consider the recommendations of the Colorado Division of Water Resources, the Gunnison County Environmental Health Official and other County staff, or consultants engaged by the County and the applicant.

B. CONNECTION TO EXISTING SYSTEMS. It is the policy of Gunnison County to encourage land use changes to use existing water supply systems, especially those paid for in whole or in part by the sale of municipal, county, special district, or other political subdivision bonds. When an existing water supply system can provide a documented legal and physically sufficient source of water for a proposed use pursuant to this *Resolution*, an applicant for a Land Use Change Permit shall be required to connect to the existing system and to install those water lines and other appurtenances necessary to make the water supply available at the property line of each lot in the development in the following circumstances:

1. **LOCATED WITHIN 400'.** The proposed land use change is located within 400 feet of a component of an available existing water supply system; or

2. **LOCATED WITHIN AN URBAN SERVICE AREA**. The proposed land use change is located in a designated urban service area and it is determined that it is feasible, logical, and consistent with applicable municipal, district and county plans, to connect the development to the water supply system serving the area. If it is determined that it is premature to connect the development to the system at the time of the Land Use Change Permit approval, the County may require, as a condition of approval, that assurances be given, including granting of easements, and/or commitments to pay for or construct specified improvements, to ensure that when it is timely to connect the development to the water supply system, this can feasibly occur.

C. EXISTING SYSTEM NOT ACCESSIBLE. Where an existing water supply system approved by the Colorado Department of Public Health and Environment is not reasonably accessible or connection to it is not feasible, the applicant shall implement one of the following options:

1. **INSTALL WATER SUPPLY SYSTEM**. Install a water supply system, with water lines to each lot, the design, construction, maintenance and operation of which complies with the County's regulations and with the standards of the Colorado Department of Public Health and Environmental Resources; or

2. **SUBMIT EVIDENCE OF ADEQUACY OF INDIVIDUAL SUPPLIES.** Submit evidence satisfactory to the County that adequate individual water supplies that comply with the standards of the Colorado Department of Public Health and Environment and Gunnison County will be available to each lot in the proposed development. The County may refer the application to the Colorado Division of Water Resources for comments on the adequacy of the proposed supply.

D. CALCULATION OF ADEQUACY OF SUPPLY. The legal and physical adequacy of the water supply for a proposed water supply for a land use change proposed as a Major Impact shall be calculated based on the total planned development at full buildout, and for year-round use, using standard engineering practices. Fire flow requirements shall be related to the location and character of the development, and shall comply with the standards of Section 12-107: *Fire Protection*. Calculation shall be based on the following:

1. **ESTIMATED AVERAGE DAILY DEMAND**. Estimated average daily demand of the entire service area and the proposed development. Demand calculations are to be based on 350 gallons per day (gpd) per residence.

2. **ESTIMATED MAXIMUM DAILY DEMAND.** Estimated maximum daily demand based on using three times the average daily demand.
3. **ESTIMATED PEAK HOUR DEMAND**. Estimated peak hour demand based on using six times the average daily demand.
4. **ESTIMATED AVERAGE DAILY DEMAND FOR COMMERCIAL / INDUSTRIAL USES.** The estimated average daily demand for commercial and industrial uses will be reviewed based on the anticipated demand of the proposed development. Appropriate multipliers may be used in calculating the amount, based on standards as may be required for a specific use by the Colorado Department of Public Health and Environment, or other applicable agency or industry standard.
5. **WATER SUFFICIENT FOR LANDSCAPING.** As may be required by Section 13-111: *Landscaping and Buffering* each use shall have adequate water to supply required landscaping. Amounts shall be calculated using the irrigation water criteria in Section 12-105: D. 5. a. 1: *Estimated Demand*.
    a. **IRRIGATION WATER CRITERIA**. The following shall be considered in calculating requirements for the use of irrigation in new development, and shall not apply to agricultural operations in existence as of the effective date of this *Resolution*.
        1. **ESTIMATED DEMAND**. Estimated irrigation demand based on information supplied by the Natural Resources Conservation Service. The information shall take into account the type of vegetation to be maintained, the soil characteristics, the historic yield, and the available water rights.
        2. **ESTIMATED ACREAGE**. Estimated acreage to be irrigated.
6. **ADEQUATE AND RELIABLE WATER SUPPLY**. A water supply that is sufficient and accessible year-round to control and extinguish anticipated fires in the development. This standard shall identify minimum requirements for water supplies for structural and wildland fire-fighting purposes in rural and suburban areas of the county.
    a. COMPLIANCE WITH International Wildland Urban Interface Code (IWUIC) WATER SUPPLY REQUIREMENTS. The applicant shall provide evidence that the proposed water supply complies with the applicable standards of the IWUIC.
    b. **NFPA CLASSIFICATIONS MAY BE REFERENCED**. To determine the requirements for an adequate and reliable water supply specific to the development, the County may refer to current standards as published by the National Fire Protection Association including the *Occupancy Hazard Classification and Construction Classification Tables* within the *Standard on Water Supplies for Suburban and Rural Fire Fighting*.
    b. **COMPLIANCE WITH FIRE PROTECTION DISTRICT REQUIREMENTS**. The applicant shall provide evidence that the distribution system and storage system are capable of meeting the requirements of the applicable fire protection district, and shall be located on the same site for which development is proposed. When the District's standards conflict with County standards, the County shall only enforce the County standards.
    c. **MINIMUM REQUIREMENTS MAY BE INCREASED IF CONDITIONS ARE UNIQUE**. The County may determine during the permit application review that additional water supplies are required for fire suppression purposes, considering particular conditions such as the following:
        1. **LIMITED FIRE DEPARTMENT RESOURCES**. Available equipment is not sufficient to provide suppression for proposed heights of buildings, or there are similar limitations.
        2. **EXTENDED FIRE DEPARTMENT RESPONSE TIME**. The time reasonably expected for response from the closest fire protection district facility will likely exceed the amount of time in which a structure may be saved.
        3. **LIMITED ACCESS**. Existing roadways are narrow, of particularly steep grade, existing bridges are not constructed to accommodate emergency vehicles, or no traversable roadways exist from collector roads.

4. **HAZARDOUS VEGETATION**. Vegetation that because of its physical characteristics is likely to contribute to the intensity or quick travel of fire.

5. **UNUSUAL TERRAIN**. Slope, aspect and elevation create chimneys or similar configurations such that fire is likely to travel quickly.

6. **SPECIAL USES**. Uses proposed within the Land Use Change Permit application involve hazardous products, or processes.

d. IDENTIFYING WATER SOURCES. An indicator, reasonably visible in winter and approved by the applicable fire protection district, shall be installed at each location where water may be extracted, and identifying the site for fire protection district emergency use.

e. SECONDARY WATER SUPPLY. Determination that a secondary water supply is necessary for purposes of fire suppression may be requested from the applicable fire protection district; the County will decide whether that secondary supply shall be required.

SECTION 12-107: FIRE PROTECTION

A. APPLICANT SHALL CONTACT FIRE PROTECTION DISTRICT. It is required that an applicant for a land use change permit that is located in a specific fire protection district contact the district before submitting the application, for the purpose of being informed of the District's design and construction standards that will apply to the application.

1. **PROTECTIVE COVENANTS**. When a land use change that is a subdivision is proposed within a specific fire protection district, subdivision protective covenants shall include language ensuring compliance with the requirements of the applicable fire protection district and giving the applicable district the authority to enforce those provisions.

2. **COUNTY STANDARDS APPLY**. When the District's standards conflict with County standards, the County shall only enforce the County standards.

3. **PROPOSED LAND USE CHANGE OUTSIDE OF ANY DISTRICT**. When a proposed land use change lies outside of any District boundaries, then the applicant shall contact the nearest such District.

   a. **MAJOR IMPACT PROJECT**. As a condition of approval of a proposed Major Impact Project outside of District boundaries, the County may require the applicant to provide evidence that the property will be annexed to the applicable District, or that a service agreement has been entered into between the applicant and the District.

   b. MINOR IMPACT PROJECT. As a condition of approval of a proposed Minor Impact Project outside of District boundaries, the County may require the applicant to provide evidence that the property will be annexed to the applicable District, or that a service agreement has been entered into between the applicant and the District, or the applicant shall meet one of the following requirements:

      1. **INSTALL SPRINKLER SYSTEM**. The applicant shall install a sprinkler system in any structure proposed for habitation, subject to standards of and approval by the applicable fire protection district; or

      2. **SUBMIT WAIVER OF LIABILITY**. The applicant shall submit a signed Warning and Waiver of Liability releasing the County and the applicable fire protection district as part of the application.

B. **STANDARDS FOR VEHICLE ACCESS**. All sites proposed for land use changes shall provide access that is sufficient for emergency vehicles, and for service and other vehicles that need access to the property, except when the site is a patented mining claim, is an inholding within state or federal lands, or it was created before the effective date of this *Resolution*;

1. **SEPARATED TWO POINTS OF ACCESS ON PRIMARY ROADS**. All subdivision filings shall provide two or more points of dedicated access on primary roads that permit adequately separated ingress/egress, unless an alternative design for a single access point can afford similarly safe access.

2. **CULVERTS AND BRIDGES**. Any culverts or bridges that are installed or built as part of a development shall be capable of supporting the maximum legal load allowed by Colorado Department of Transportation load factor ratings.

3. **TURNAROUNDS**. A turn-around of 45' radius shall be included if determined by the applicable fire protection district to be necessary to accommodate emergency vehicles.

C. SIGNAGE AND ADDRESSING. All sites for proposed land use changes shall be signed and marked with address markers in accordance with the standards of the IWUIC.

D. FIRE SUPPRESSION. All development shall comply with the standards of the International Wildland Urban Interface Code including NFPA 1141 and 1142.

E. OTHER FIRE SUPPRESSION SYSTEMS. Other fire suppression systems may be required as necessary, after consultation with the applicable fire protection district.

F. FITTINGS AND CONNECTIONS. All fittings and connections for the components of the fire protection system shall be provided at the cost of the developer and shall be compatible with specifications established by the applicable fire protection district. All such equipment shall be required to be tested in accordance with the Development Improvement Agreement and in cooperation with the applicable fire protection district.

G. WILDFIRE HAZARD AREAS. Developments proposed in areas that may be subject to wildfire hazards shall also comply with the applicable standards of Section 11-105: *Development in Areas Subject to Wildfire Hazards.*

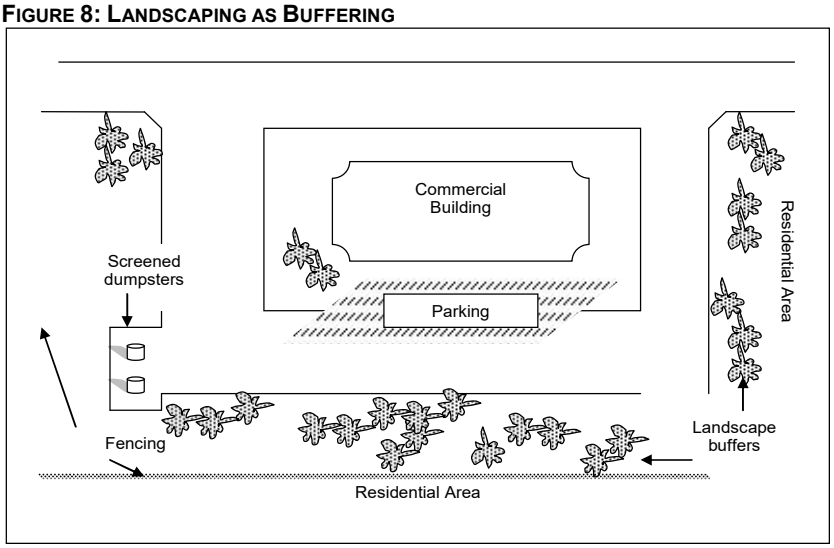
SECTION 13-111: LANDSCAPING AND BUFFERING

A. APPLICABILITY. This Section shall apply to all Land Use Change Permits except for mining operations.

B. GENERAL. Proposed land use changes shall integrate the elements of the site plan and design, so that the land use change preserves and enhances the unique identity of the site. Landscaping may include plant materials including trees, shrubs, ground covers, perennials and annuals, and other materials including rocks, walls, fences, planters, and paving materials.

C. NEW RESIDENTIAL LAND USE CHANGES. Plant materials or landscaping elements shall be required throughout any new residential subdivision where desirable or necessary for privacy or buffering from other land uses.

FIGURE 8: LANDSCAPING AS BUFFERING



D. NON-RESIDENTIAL LAND USE CHANGES. To the maximum extent feasible, areas of the site that are not occupied by buildings and required improvements shall be landscaped by retaining, maintaining, or planting native grasses, ground cover, shrubs, and trees.

E. LANDSCAPING PLAN. Applicants for a land use change shall prepare a landscaping plan if the land use change is a residential development that is classified as a Major Impact Project, or any

multiple-family residential development, mobile home community or recreational vehicle park, or commercial, industrial or other non-residential use that is classified as either a Minor or Major Impact Project, pursuant to Section 3-111: *Classification of Impact*. Information is available from the Colorado State Forest Service to assist in designing a landscaping plan that minimizes the potential for wildfire hazard. The landscaping plan shall comply with the standards of the Gunnison County adopted International Wildland Urban Interface Code. The plan shall indicate the type and location of vegetation to be included on the site. The plan shall also contain a planting schedule and a plan for maintenance of all landscaping to be installed.

1. **AMOUNT OF LANDSCAPING REQUIRED**. At least one tree and three shrubs shall be provided per each 500 sq. ft. of the area that is shown as being landscaped on the landscaping plan. All landscape planting areas that are not dedicated to trees or shrubs shall be landscaped with grass, ground cover, or other appropriate landscape treatment.
2. **PROTECTION OF EXISTING VEGETATION.** No material or temporary soil stockpiling shall be placed within four feet of existing shrubs or in the drip line of trees. During construction, temporary protective barriers or tree wells shall be installed around each plant and/or group of plants that are to remain onsite. Protective barriers should be of a durable material that will last until construction is completed. Snow fences and silt fences are examples of acceptable barriers.
3. **RESTORATION WITH NATIVE PLANT MATERIAL.** The County requires native plant materials in the portion of the East River Corridor to the Gothic Townsite, as delineated within a map that can be obtained from the Public Works Department, but otherwise may require planting native trees or other native plant material where natural trees or vegetation are destroyed by grading or other construction work, or where existing vegetation is inadequate to mitigate visual impacts of a land use change. Substantial disturbances of the land created by construction of structures, roads, water, or wastewater treatment facilities, drainage control systems, installation of utilities, or other improvements shall be restored, pursuant to Section 13-115: *Reclamation and Noxious Weed Control.*
4. **VISIBILITY.** To avoid landscape materials from blocking driver sight distances at intersections, no material greater than 30 inches in height shall be located within 15 feet of a driveway or road edge.
5. **ALLOWANCE FOR SNOW STORAGE AND PLOWING**. All landscaping design shall provide adequate space for snow plowing and areas for snow storage, that shall be indicated on the landscaping plan.

F. SITE PROTECTION.

1. **TOPSOIL PRESERVATION.** Topsoil moved during construction shall be stockpiled and redistributed on all re-graded surfaces in order to provide an even cover to all disturbed areas of the land use change. Such surfaces shall be stabilized by seeding or planting.
2. **REMOVAL OF DEBRIS**. All stumps, other tree parts, litter, brush, weeds, excess or scrap construction materials, or other debris should be removed from the site within six months of substantial completion of construction and disposed of pursuant to requirements of the Gunnison County Landfill, or by other means pursuant to any applicable regulation.
    a. **RETAINING DEADWOOD FOR WILDLIFE HABITAT.** All dead or dying trees should be removed from the site, unless those trees are to be retained for wildlife habitat, upon the recommendation of the Colorado Division of Parks and Wildlife or the Colorado State Forest Service. If trees and limbs are reduced to chips, they may be used as mulch in landscaped areas.
3. **SLOPE PLANTINGS**. Landscaping of all cuts and fills and/or terraces shall be sufficient to prevent erosion. All roadway slopes steeper than one foot vertical to three feet horizontal (1': 3') shall be planted with ground cover appropriate for soil conditions, water availability, and environment, and pursuant to Section 13-115: *Reclamation and Noxious Weed Control.*

G. PLANTING SPECIFICATIONS.

1. **MINIMUM TREE/SHRUB SIZES**. When landscaping is included as an element of site design, and/or required by the County in the approval of a Land Use Change Permit, deciduous trees shall have at least a two-inch caliper at planting. Sizes of evergreens and shrubs shall be allowed to vary depending upon the characteristics of the land use change and its location and the types of shrubs proposed. Trees shall be staked upon planting

and provision made by the developer for regular watering and maintenance until they are established. Dead and dying plants shall be replaced by the developer no later than the following planting season.

2. **PLANT SPECIES.** A mixture of plants, evergreen, and deciduous shrubs may be planted. Evergreen trees should be located on the perimeter of the lot for screening.

H. TIMING. All landscaping shall be installed no later than one growing season after substantial completion of the development or land use change.

I. SITE-SPECIFIC SELECTION. The type and amount of landscaping shall be allowed to vary with the type, size and impact classification of land use change proposed. Plants or other landscaping material(s) that best serve the intended function of the land use should be selected, in consideration of site-specific environment, soil conditions, and the legal and physical availability of water. Appropriateness of any proposed phasing, as well as short and long-term impacts of the landscaping plan, should be considered.

J. WATER CONSERVING LANDSCAPING. Use of xeriscape plantings is recommended when suitable to the altitude and location of the proposed land use change.

K. USE OF NON-TREATED WATER. Use of water that has not been processed through a water treatment plant is encouraged.

L. LANDSCAPE ADJACENT TO BUILDINGS. Landscape elements may be located adjacent to buildings except that when sites that are designated as wildfire hazard areas, landscaping must be designed considering the need for defensible space required by the Gunnison County adopted International Wildland Urban Interface Code.

From: Jamie Gomez, Executive Director, West Region Wildfire Council
To: Gunnison County Board of County Commissioners
Cc: Gunnison County Community and Development Department
Date: September 1, 2022
Re: Public comment concerning proposed amendments to the Gunnison County Land Use Resolution and Adoption of the 2021 International Code Council Wildland Urban Interface (ICC WUI) Code with amendments

Thank you for considering our public comment regarding this important topic.

In general, the staff of the West Region Wildfire remain very supportive of the proposed amendments to the Gunnison County Land Use Code as well as adoption of the ICC WUI Code with amendments. With that said, we do have some comments and recommendations to share.

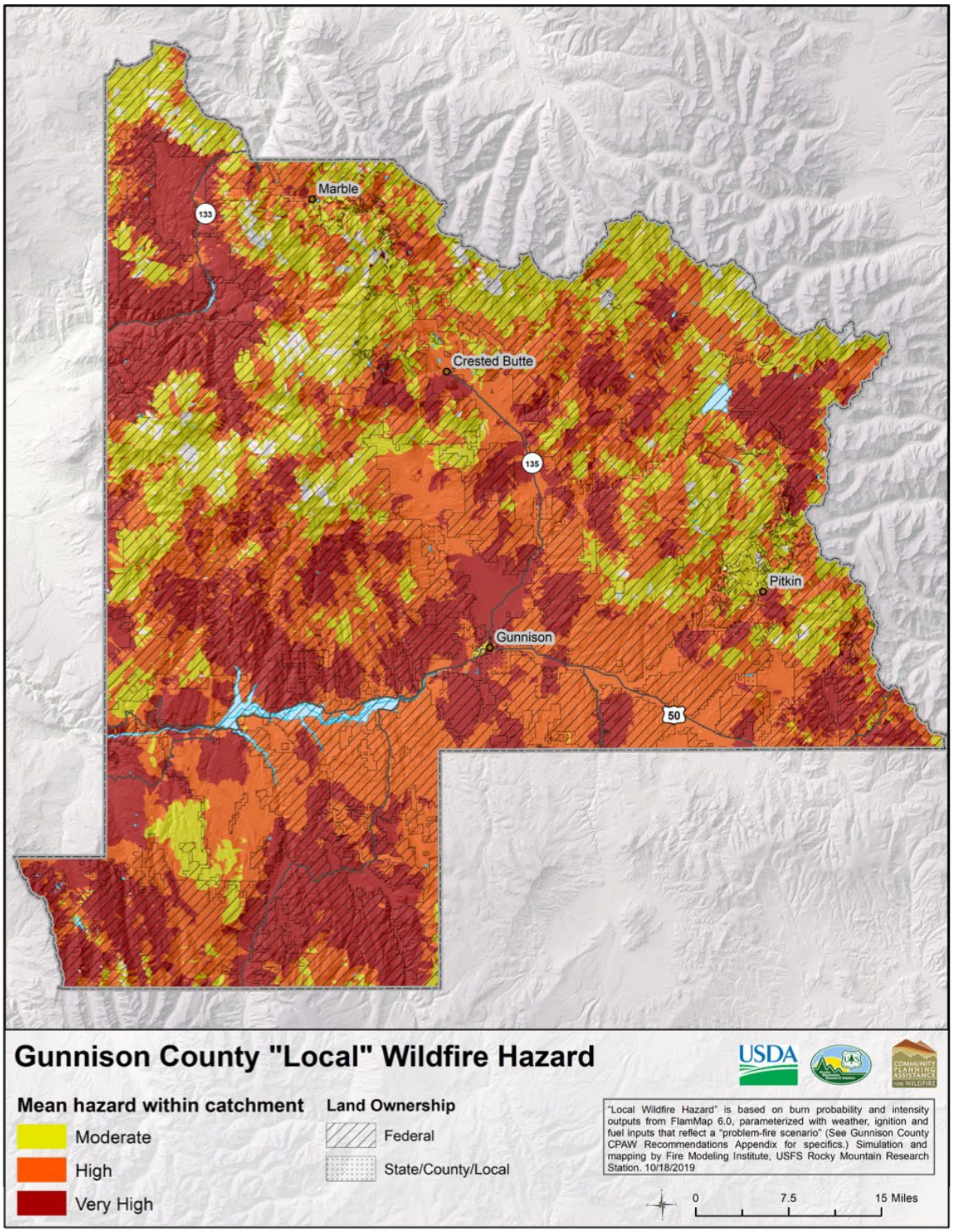
As noted by Cathie Pagano in her June 10th memo on this matter, the adoption of this code will "*create policy and standards that reduce wildfire risk and mitigate wildfire hazards to public and private property in Gunnison County*". This is, in our estimation, an important step for Gunnison County to take to ensure that its residents, communities, the landscapes, and watersheds upon which we all depend are more resilient to wildfire. Code adoption will help ensure that as new development is planned, designed, and built within the county it is done so in such a manner that our communities can better adapt to the realities of living within a fire prone ecosystem. Gone are the days that we, as a society, can continue to believe that we can prevent, control and exclude wildfire from our landscapes indefinitely. Instead, in the face of emerging science, climate change, drought, and uncharacteristic wildfire behavior a new public reckoning is occurring. Simply put: we must learn to live with wildfire. Code adoption is one component to a larger strategy of creating and maintaining a "fire adapted community" and the idea of "fire adapted communities" is one of three core goals of the National Cohesive Wildland Fire Management Strategy.

As the language is currently presented and proposed, at this juncture, we do have some comments that we would like to share with the Gunnison County Board of County Commissioners for further consideration of how and when to adopt all these changes.

These comments have been organized by document:

Document Title: Exhibit A 2021 International Wildland Urban Interface Code Proposed Gunnison County Amendments

(1) Part of the code requires the establishment of "fire hazard severity rating" for each proposed building site (aka property). Exhibit A, as currently written, recommends amending "Section 502.1 General" to replace the code's standard Fire Hazard Severity table (Table 502.1) with the "Local-Level Wildfire Hazard data and map". Below is a copy and paste of the Local Wildfire Hazard Map generated by USDA Forest Service Rocky Mountain Research Station and CPAW:



This mapping tool would replace Table 502.1 within the code. Presumably, when a property owner initiates their permitting process, staff from Gunnison County would look at the proposed building site and determine which "mean hazard within catchment" applies: Moderate, High or Very High.

Note: Very High is defined as "Extreme" within the code. We'd simply like to note that the distribution and shape of each colored polygon is rather diverse – which logic would follow given the diversity of ecosystems and terrain across Gunnison County – perhaps Colorado's most diverse and beautiful county. Two other noteworthy observations about these polygons:

(a) In general terms, the areas that each colored polygon cover are large. They are often very large.
(b) The amount of "Moderate" severity (yellow) that is directly adjacent to "Very High" (red) is relatively small. Mostly, "Moderate" is bordered by "High" (orange). In turn, "High" is mostly bordered by "Very High". This also follows logic, given that we would expect fire hazard severity to increase somewhat more incrementally across the landscape.

(2) Both the code and Exhibit A "allow" for a fire hazard severity rating to be reduced in accordance with Appendix B. Given that Gunnison County is wanting to replace the Fire Hazard Severity Table with the aforementioned "Local" Wildfire Hazard Map – it follows that Section 502.1 references the "identified" fire hazard severity rating by "implementing a vegetation management plan in accordance with appendix B". We have a few comments related to the concept of reducing the hazard severity rating of any given property:

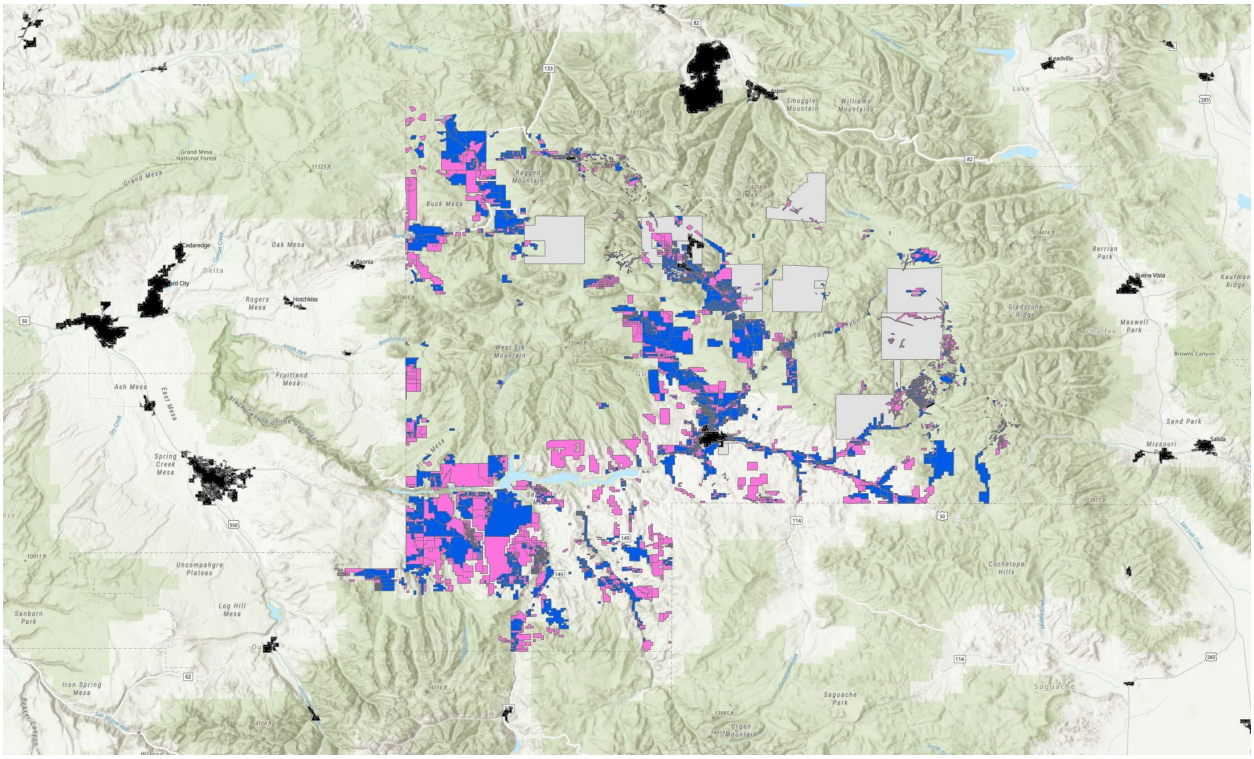
a. Sometimes the terms "hazard" and "risk" are used interchangeably. While the terms are similar, it's important to keep in mind the differences. In simple terms, hazard is the potential to cause harm while risk is the likelihood of harm taking place.
b. Forests and other vegetation on the landscape can be considered a hazard – given their potential to ignite and carry extreme wildfire behavior (e.g. crown fire). This hazard exists, to varying degrees, across much of Gunnison County. There remains a "potential to harm" a variety of values including homes, critical infrastructure, water resources, habitat, etc.
c. With regards to these wildfire hazards, the concept of "risk" does not enter in to the equation until we have defined the value of concern (e.g. built home, habitat, watershed) as well as the likelihood that said value will be harmed by the hazard.
d. In general, the term "wildfire mitigation" refers to a suite of activities, practices and outcomes that serve to reduce *risk*. Generally speaking, especially at the individual parcel scale, wildfire mitigation does not reduce the overall *hazard* across the landscape. In other words, when properly implement, wildfire mitigation focused vegetation management (as opposed to home hardening) can temporarily reduce the risk of a home ignition during a wildfire by reducing the likelihood that the home will be exposed to severe radiant and convective heat. (It often does little to mitigate the risk of an ember driven ignition). Its temporary because, simply put, trees and shrubs grow back.
e. However, in our professional opinions, this kind of localized vegetation management does not realistically, significantly or permanently reduce the overall "hazard" – or potential to cause harm. In other words, small, localized treatments can reduce risk to homes and other values, but they do little to change the overall hazard across the entire forested landscape. The "local" map from CPAW demonstrates how large of areas we are talking with regards to hazards.
f. One could make the argument that if one were to complete perhaps hundreds of acres of mechanical treatments and/or prescribed fire treatments one could legitimately alter

the overall hazard. While this is likely true, if feels like those kinds of instances should be considered an exception and not the rule.

g. It should be noted that within Appendix B related to Vegetation Management Plans – that the plan should contain "a plan for maintaining the proposed fuel-reduction measures." It goes on to state that "…continuous maintenance of the clearance is required". While this sounds fine in principle, we all know that Gunnison County, like nearly every local government, has no feasible or realistic way to monitor or enforce this kind of maintenance provision, over time, in practice.
h. If Appendix B Vegetation Management Plan is adopted as currently proposed, Vegetation Management Plans after being approved and implemented could be utilized to reduce the Hazard Severity Rating associated with the property, thus influencing other factors that are triggered by the Hazard Severity Rating. While the forest treatments associated with the Vegetation Management Plan are *supposed* to be maintained over time, there is no feasible way for the county to enforce that requirement. Additionally, if and when the property is sold, there remain questions about if and how the terms, conditions and timelines associated with the plan would transfer to the new ownership.
i. Furthermore, there remain questions about how the Hazard Severity Rating would be changed by the county:
    i. Would all approved and implemented Vegetation Management Plans qualify to have their rating reduced from Very High to High or from High to Moderate?
    ii. If not all, what basis of rationale would be used to support allowing *some* but not *all* to change the property's Wildfire Hazard Severity rating.

(3) While we do not have an opinion about whether or not to adopt Appendix B in general, we do not recommend that Vegetation Management Plans should be allowed to change the Wildfire Hazard Severity Rating associated with the property unless said plans are treating hundreds of acres of forest and there is a high degree of confidence that the treatments will be maintained over time.

(4) Rob McCann, our GIS & IT Specialist, put together a quick map and GIS analysis to help illustrate existing Gunnison County private landownership. Here is a copy of the map:



Blue Parcels

- Improved privately-owned parcels within unincorporated Gunnison County
- 8,683 total parcels
- Average size = 24.1 acres
- Median size = 1.15 acres

Pink Parcels

- Unimproved privately-owned parcels within unincorporated Gunnison County
- 3,362 total parcels
- Average size = 59.7 acres
- Median size = 10.2 acres

We are sharing this information because I believe it directly speaks to two points: (a) most of the parcels in unincorporated Gunnison County already have structures – meaning a lot of our WUI risk has already been built and (b) while there are many large tracts of land, at least half of the unimproved privately owned parcels are less than 10 acres in size. Treating 10 acres can significantly reduce *risk* but we would argue that it really won't reduce the overall *hazard*.

(5) As we have previously commented, the amendment to Section 502.2 adds a statement that "strongly encourages" vegetation management plans be prepared by a wildfire professional. This type of recommendation appears to stand in contrast to how the county currently handles proposed development within a geologic hazard area. In "Section 11-104: Development in areas subject to geologic hazards" under subsection "E – Referral to Colorado Geologic Survey" it states "When a Land Use Change Permit is sought in areas that have been identified on the

Gunnison County Geologic Hazard Maps as being in a geologic hazard area, the Community Development Department *shall* submit the application to the Colorado Geological Survey (CGS) for review and comment." (It should also be noted, as far as we can tell, that avoidance or mitigation measures proposed by CGS do not change the geologic hazard rating of the property.)

(6) We understand that the concept behind allowing approved and implemented Vegetation Management Plans to reduce the Wildfire Hazard Severity rating gives property owners more agency and flexibility in meeting the requirements of the code. Our view is that certain areas within the county are simply moderate, high or very high hazard areas and that is essentially an immutable fact. If someone chooses to build and live in one of those areas, it seems as though they need to accept the reality of that fact. As such, we would recommend simply going with the findings of the map to determine the Fire Hazard Severity rating and leaving it at that. If, *however*, the county seeks to maintain some level of personal agency and flexibility we would suggest that if a landowner's property is deemed as "High" or "Very High" according to the Local Hazard mapping *and* the property owner wishes to have the Fire Hazard Severity rating reviewed (in the hopes that the rating could be lowered), that the county consider adopting Appendix C: Fire Hazard Severity Form as an optional alternative to the Local Hazard Severity Rating map. If adopted, we would recommend adding language to the Fire Hazard Severity Form which would require that the form be completed by an independent wildfire mitigation specialists or other qualified professional. Under this circumstance, if the Fire Hazard Severity is lowered for the property, that should be updated on the GIS layer to reflect that change.

Document Title: Exhibit B Gunnison County *Land Use Resolution* Draft Amendments

(7) We have no additional comments related to the proposed amendments to the Gunnison County Land Use Resolution.

Comments related to the timing and sequencing of vegetation management activities in Gunnison County

(8) Active forest and vegetation management can greatly enhance Gunnison County's resilience to wildfire. Defensible space treatments, roadside thinning treatments, community-scale shaded fuelbreaks and larger scale forest treatment and prescribed fire are all management tools that have their appropriate places and times.

(9) Implementing vegetation management work based upon sound forest best management practices and principles will be one important component to successful code implementation.

(10) With regards to "Section 603: Defensible Space" the code language provides details related to which buildings will need defensible space *and* how much defensible space they will need at minimum. However, the code does not dive into the particulars of *when* said defensible space needs to occur. As it pertains to the timing of planning and implementing defensible, it is our strong recommendation that:

- **a.** applicants should submit their building permit application without a fully defined defensible space plan

b. after the Fire Hazard Severity Rating has been determined for the site and the applicant has received their building permit, the applicant would then work with a qualified wildfire mitigation professional to design a site specific and ecologically appropriate defensible space project in accordance with the ICC WUI Code standards, standards developed by the Colorado State Forest Service as well as best professional judgement

c. the plan would be based upon the fact that an exact location of the building footprint has been identified on the site plan as well as marked out in the field (with wood stakes, flagging or other identifiable markers indicating the building footprint)

d. the wildfire mitigation professional would field mark the site using flagging/ forestry paint and develop a detailed written project scope of work such that the applicant, the general contractor or a vegetation management contractor can implement the project readily and with little misunderstanding regarding expected outcomes. In certain instances, a written treatment prescription-based approach (as opposed to field marking) may be warranted and advisable.

e. said defensible space project scope of work would identify general standards, provisions, best management practices, special provisions and ensure that the project meets defensible space standards while appropriately managing any resultant forest products, slash, soil disturbance, invasive species and other natural resource related considerations

f. to receive a certificate of occupancy, the applicant would need to demonstrate to the building code official that the defensible space plan and its related scope of work have been fully and satisfactorily completed.

g. If for some reason the defensible space vegetation management treatment cannot be completed prior to the applicant needing a certificate of occupancy, the county could contemplate allowing applicants to submit an assurance bond to the county which would allow the issuance of the certificate of occupancy and provide a financial and lien-based assurance that the defensible space treatment will be completed. Once completed, the bond would be returned. (This is currently how Ouray County is handling C/O and D-Space timing conflicts.)

Concluding Comments

(11) The proposed adoption of the ICC WUI Code as well as the revisions to the Gunnison County Land Use Resolution will undoubtedly prompt a number of changes to *how* new development occurs within the county. This new development will be done in a way that is going to help the county and its residents be more adapted and resilient to wildfire. Perhaps Scott Morrill will be able to rest just a little bit easier. However, as our map demonstrates, much of the wildland urban interface risk that the county currently faces remains with the homes and communities that are already built and in existence. Working with staff within Gunnison County as well as partners from the Gunnison Ranger District of the USFS, the Gunnison Field Office of the BLM, NRCS, CPW, the Gunnison Field Office of the Colorado State Forest Service, Gunnison FPD, Crested Butte FPD, Western Colorado University, the Upper Gunnison River Water Conservancy District and many others – the West Region Wildfire Council hopes to continue to have the support and partnership of Gunnison County to continue to carry out our mission and to work

together to reduce wildfire risk. Regardless of how this code gets adopted, we will do our best, with our limited capacity, to provide support related to it.

Thank you and best regards,



Jamie Gomez, Executive Director

West Region Wildfire Council

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft Comments; Crested Butte Community Compass Pl

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

Draft comments for BOCC review on CB Community Compass

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser Discharge Date: 9/2/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 20

Agenda Date: 9/6/2022

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: Cathie Pagano, Assistant County Manager for Community and Economic Development

To: BOCC

Date: September 6, 2022

Re: Crested Butte Community Compass Comments

The Town of Crested Butte has developed the draft Crested Butte Community Compass plan which was presented by Town Director of Community Development, Troy Russ and long-range planner, Mel Yemma at the August 23, 2022 BOCC meeting. The Town has requested comments be submitted to the Town no later than September 13, 2022. County staff has reviewed the draft and has the following recommended comments that the BOCC may consider for submission to the Town.

The Crested Butte Community Compass has been a significant outreach effort by Town staff and the Town Council—we applaud the work of the Town and extend our appreciation for including the County in the process. The County supports the development of a decision-making framework for the Town and see its benefit for current and future decision-making.

Gunnison County has the following specific comments on the plan: The Town is seeking to develop a "shared framework for regional collaboration." Gunnison County, as the regional government representing all constituents within the county boundaries has long been a convener of regional collaborations and will continue to lead those efforts. We agree, that we as a community, are most successful when we work together and align decision making with community values and priorities. The County has successfully convened and led the One Valley Prosperity Project, the development of the Gunnison Valley Regional Housing Authority, and the Sustainable Tourism and Outdoor Recreation Committee—just to name a few. These collaborative efforts and others have achieved many successful results and are expected to continue to do so. There are many challenging and complex issues that we will need to continue to work together to address and the County is committed to always being at the table.

Different jurisdictions have different expectations around the level of process versus the level of action that should be completed for projects and/or decisions. The BOCC and other participating stakeholders should contemplate how to achieve a healthy balance between process and action. Each jurisdiction will need to prioritize their own goals and strategic plans in alignment with their constituencies while also working together collaboratively. We recommend that consideration of a regional decision-making framework offer the opportunity to blend together these unique yet similar approaches to create a common framework around shared interest and goals.

Goal 2 on page 25 of the plan states, "Growth is inevitable, but the Town aims to intentionally plan for growth in a way that concentrates development near existing infrastructure while maintaining the natural and agricultural

spaces that we cherish.” Clarity should be added to this goal. While there are several locations in the Gunnison Valley that have proximity to existing infrastructure it may not exist to specific locations yet and need to be extended. We agree with and believe that this clarification aligns with the goal of concentrating development around existing infrastructure.

Goal 3, page 25 seems to imply that childcare and essential goods and services may need to be located outside of the Town boundaries. It is recommended that the Town also consider creating opportunities for those services to be located within Town boundaries first. For example, if essential services are located in the Gunnison Valley area they may end up primarily in CB South for north valley residents which would likely further exacerbate many of the challenges described in the plan.

The final section of the Compass plan includes a call to action on land use, transit, municipal infrastructure, housing, and mobility. The County appreciates the desire and need for these collaborative discussions and plans. To that end the County and One Valley Leadership Council have initiated the Roadmap to Recovery and Resiliency process which is expected to address some of these issues. Additionally, the County is currently working with the City of Gunnison on the north Gunnison area plan to address three-mile planning around the City of Gunnison. The County expects that in 2023 or 2024 it will initiate and lead a comprehensive corridor plan effort in collaboration with other jurisdictions, such as the Town of Crested Butte, and community stakeholders that will address many of the issues described in this section of the Compass plan. The County is committed to continue to address these regional issues and appreciates the support and willingness to participate from all of our community partners.

Gunnison County appreciates the opportunity to comment on and participate in the Community Compass and will continue to lead and participate in current and future regional collaboration. Thank you.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Approving the Grant Application for a

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Resolution of support for GOCO grant application for STOR Committee stewardship program.

Fiscal Impact: 300000

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 9/2/2022

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

Comments:

Not spotting any legal issues. May want to ask CommDev if GOCO requires a resolution or if BOCC motion on the record sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 8/31/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 9/6/2022

Revised April 2015

GREAT OUTDOORS COLORADO

STEWARDSHIP IMPACT PROGRAM

CONCEPT PAPER

Project Summary Information

Project Title:	Gunnison County Sustainable Tourism & Outdoor Recreation (STOR) Stewardship
Applicant Organization(s):	Gunnison County
Applicant Name(s):	Joe Lavorini, Cathie Pagano
Partner Organization (if applicable):	U.S. Forest Service, National Forest Foundation, Crested B
Partner Name (if applicable):	Dayle Funka, Joe Carlson, & Jon Dorman (USFS), Emily Olsen (N
Amount Requested:	$300,000
Estimated Total Project Cost:	$417,800
Estimated Grant Period (years):	2

Brief Project Description (limit to space provided without expanding the text box; use 10 pt font)

The Gunnison County Sustainable Tourism & Outdoor Recreation (STOR) program is requesting $300,000 in GOCO funds to implement the highest priority, shovel ready, collaborative stewardship projects in the Gunnison Valley. Our concept includes three high-level outcomes, as chosen by the STOR Committee and a thorough collaborative-driven strategic planning process. These outcomes include: (1) staff capacity for STOR facilitation and programming, in partnership with the National Forest Foundation; (2) conservation corps capacity for three community stewardship organizations; and (3) contracting support for Great American Outdoors Act and Gunnison County Stewardship Fund recreation infrastructure projects. These outcomes are in direct alignment with GOCO and STOR values that emphasize resource conservation, outdoor stewardship, community vitality, equitable access, and youth connections. GOCO grant funds will be matched and leveraged through the Gunnison County Stewardship Fund, Great American Outdoors Act, and additional government, business, and foundation funding opportunities. Gunnison County has demonstrated a record of success in stewardship grant projects in recent years, having recently been recognized with the Colorado Lottery Starburst Award for its excellent use of GOCO and CPW grant awards.

Great Outdoors Colorado – Stewardship Impact Grant – Concept Paper
Submitted on Behalf of Gunnison County, Colorado for the
Sustainable Tourism & Outdoor Recreation (STOR) – Stewardship Program

Public lands in the Gunnison Valley are receiving more attention and care than perhaps ever before. With support from Great Outdoors Colorado (GOCO), Colorado Parks & Wildlife (CPW), U.S. Forest Service (USFS), Bureau of Land Management (BLM), National Forest Foundation (NFF), and a collection of community partners, Gunnison County has built a stewardship program that has had far-reaching and everlasting impacts on Colorado's most treasured assets – its public lands experiences and vital natural resources. Gunnison County launched the Sustainable Tourism & Outdoor Recreation (STOR) program in 2017, and with each passing year the program has grown to address high-priority land conservation projects throughout the Gunnison Valley. This concept paper describes the current status of the STOR program, the STOR program strategic priorities, and the specific outcomes that would be funded through a GOCO Stewardship Impact Grant. The narrative will *emphasize in italics* how the STOR program addresses the four tactics outlined in the GOCO Concept Paper Request for Proposals.

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The STOR program's geographic focus areas is the Gunnison Valley, which can be thought of as the corridor between Gunnison and Crested Butte, including adjacent drainages such as Taylor Park, Kebler Pass, and the Upper East River Valley. Identifying a focus area is critical for *taking a more comprehensive, prioritized effort at addressing resource stewardship needs*. The Gunnison Valley is experiencing increased visitation, evolving recreation styles, human/wildlife conflicts, climate change impacts, and more. The partnerships we are building in the valley are creating unique solutions aimed at addressing these challenges. In recent years, the community has successfully navigated several land-use issues by taking a collaborative, balanced approach that considers a diversity of interests.

The STOR program is built on a foundation of collaboration, and we can point to several ways in which the program is *taking advantage of opportunities to collaboratively steward* land, water, and wildlife resources while simultaneously promoting access to public lands. The bedrock of the STOR program is the STOR Committee, which was chartered by the Board of County Commissioners to be a catalyst for strategic conversations and actions promoting sustainable tourism and outdoor recreation, while protecting lands, waters, wildlife, and community values – no small charge. The committee's strength is in its diverse stakeholder representation, which includes representatives from federal, state, and local management agencies, non-profit partners, environmental advocates, local business, agriculture, tourism, recreation, and more (committee roster available at this link). The committee meets monthly to strategize ways in which the community can work together to achieve its stewardship goals, and in this way STOR has *developed a comprehensive, prioritized model to address resource stewardship needs* (the STOR strategic plan is available here).

To support conservation and stewardship capacity, and to raise funds for infrastructure, STOR is advancing an ambitious portfolio of projects within Gunnison County. This proposal includes a request to support the project portfolio, as well as capacity for collaboration, in a holistic manner.
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More specifically, the STOR Committee identified the following priorities and funding needs to be addressed via this $300,000 proposal over three years:

1. Gunnison County/NFF staff capacity for STOR programming: $50,000/year for 2 years
    - *To provide staff capacity for the STOR program, which aligns with GOCO Stewardship Impact Grant of taking advantage of opportunities for collaborative stewardship.*
2. Conservation corps capacity for Crested Butte Mountain Bike Association, Gunnison Trails, and Student Conservation Association: $60,000/year for 2 years
    - *To provide workforce capacity which aligns with GOCO Stewardship Impact Grant of increased capacity of stewardship organizations.*
3. GAOA trail maintenance and Taylor Canyon boat ramp reconstruction: $80,000
    - *To provide critical funding for recreation infrastructure, which aligns with GOCO Stewardship Impact Grant goal of soliciting new funding sources to increase capacity and sustainability.*

The projects listed above represent the highest priority, shovel-ready stewardship projects as identified by the STOR Committee, USFS, BLM, and community partners. The biggest impact from this suite of projects is the *increased capacity of stewardship organizations and opportunities for collaboration and mentoring among organizations*. No fewer than four community organizations and two federal land management agencies will receive a boost in capacity from this grant. The NFF, in partnership with Gunnison County, will support the role of the Southwest Colorado Program Manager that operates in a shared position to facilitate the STOR Committee and manage stewardship programs on behalf of both organizations. The Crested Butte Mountain Bike Association (CBMBA), Gunnison Trails, and Student Conservation Association will each hire seasonal crews that complete visitor outreach, monitoring, and stewardship projects on National Forest System and BLM lands. CBMBA will focus on implementation of the North Valley Trails Plan (linked here), Gunnison Trails will focus on the completion of the Signal Peak Trails Plan (linked here), and Student Conservation Association crews will assist the USFS in routine maintenance of recreation infrastructure including recently-constructed trailhead, toilet, and kiosk facilities. Additional funds will be allocated to complete priority trail maintenance and river recreation infrastructure projects.

STOR has developed a unique, community-driven funding model, the Gunnison County Stewardship Fund, which is in direct alignment with GOCO and state strategies for "Funding the Future" and *soliciting new funding sources that increase capacity and sustainability.* The donor-advised Stewardship Fund is managed by the NFF and underwritten by more than a dozen community funding partners. The Stewardship Fund, managed by the NFF Program Manager, has distributed more than $500,000 in grants over the last three years. Another example of *new funding sources that increase capacity and sustainability* is the Great American Outdoors Act (GAOA) program. The NFF has teamed up with the Grand Mesa, Uncompahgre, and Gunnison (GMUG) National Forests to expend nearly $2.6 million on GAOA projects in the last two years. These federal funds, and the non-federal matching funds raised by the NFF, have supported 47 new informational kiosks, more than 30-miles of non-motorized trail maintenance, 7 miles of fence replacement, restoration of the Alpine Tunnel historic site, and design concepts for 3 campgrounds (more info on these projects is available here). The GOCO Stewardship Impact Grant will provide further leverage for Gunnison County and NFF to maximize the impact of these funding sources.

PROJECT BUDGET & DETAILS

APPLICATION SCOPE OF WORK

Source of Funds (CASH)	Date Secured	GOCO Funds	Matching Funds
GOCO Stewardship Impact Grant		$300,000.00	
Gunnison County	*22-Dec*		$20,000.00
National Forest Foundation	*22-Dec*		$64,000.00
USFS - Great American Outdoors Act	*22-Oct*		$25,000.00
Source of Funds (IN-KIND)			
Gunnison County	22-Dec		$8,800.00
	subtotal	$300,000.00	$117,800.00
TOTAL SOURCE OF FUNDS			**$417,800.00**

Use of Funds (CASH)	Description	GOCO Funds	Matching Funds	Total Funding
Stewardship Capacity				
STOR Program	Southwest Colorado Program Manager Wages	$100,000.00	$34,000.00	$134,000.00
Conservation Corps	Wages for CBMBA, Gunnison Trails, and Student Conservation Association	$120,000.00		$120,000.00
Recreation Infrastructure				$0.00
Trail Maintenance	Contracting for maintenance of Dark Canyon and Lowline Trails	$30,000.00	$25,000.00	$55,000.00
Taylor Canyon Boat Ramp	Contracting for reconstruction of Slot Boat Ramp	$50,000.00	$50,000.00	$100,000.00
	subtotal	*$300,000.00*	*$109,000.00*	*$409,000.00*

Use of Funds (IN-KIND)	Description	Matching Funds
Category		
Gunnison County	Assistant County Manager for Community & Economic Development	$8,800.00
	subtotal	*$8,800.00*

	GOCO Funds	Matching Funds
subtotal	*$300,000.00*	*$117,800.00*
TOTAL USE OF FUNDS*		**$417,800.00**

** The Total Use of Funds must equal the Total Source of Funds in the section above.*

OTHER LEVERAGED RESOURCES (OPTIONAL)

CASH OR IN-KIND	Description	Total Funding
Category		
National Forest Foundation	Gunnison County Stewardship Fund	$30,000.00
National Forest Foundation	Great American Outdoors Act	$25,000.00
	subtotal	*$55,000.00*

TOTAL PROJECT VALUE	**$472,800.00**
GOCO % of project cost	*72%*
GOCO % of project value	*63%*

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2022 - ___

A Resolution Approving the Grant Application for a Stewardship Impact Grant from the State Board of the Great Outdoors Colorado Trust Fund and the implementation of the Gunnison County Sustainable Tourism and Outdoor Recreation Committee Stewardship Program

WHEREAS, the Gunnison County Board of Commissioners supports the Great Outdoors Colorado grant application for the Gunnison County Stewardship Program on behalf of the Gunnison County Sustainable Tourism and Outdoor Recreation Committee. If the grant is awarded, Gunnison County supports the completion of the project.

WHEREAS, Gunnison County has requested $300,000 from Great Outdoors Colorado to implement the Gunnison County Sustainable Tourism and Outdoor Recreation Committee Stewardship Program.

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

1. The Gunnison County Board of Commissioners strongly supports the application and has appropriated matching funds for a grant with Great Outdoors Colorado.
2. If the grant is awarded, the Gunnison County Board of Commissioners strongly supports the fulfillment of the project.
3. The Gunnison County Board of Commissioners authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.
4. If the grant is awarded, the Gunnison County Board of Commissioners hereby authorizes the designated Official to sign the grant agreement with Great Outdoors Colorado.

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

INTRODUCED by Commissioner _____, seconded by Commissioner_____, and adopted on this ____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Commissioner

_____
Elizabeth Smith, Commissioner

ATTEST:

_____

Gunnison County Deputy Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lot Cluster; Lot 132, Blue Mesa Subdivision Unit 1

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Lot Cluster- Lot 132, Blue Mesa Sub unit 1 & adjacent property within Section 30, T47N, R3W

Fiscal Impact:

Submitted by: Beth Baker **Submitter's Email Address:** bbaker@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. ASFR 8.25.22.

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser Discharge Date: 8/25/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/26/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5 minutes

Agenda Date: 9/6/2022

Revised April 2015

Date: August 10, 2022

RE: Robert Newman
Lot Cluster application
LUC-22-00037

Robert Newman has applied to cluster his adjacent lots: Lot 132, Blue Mesa Subdivision-Unit 1 and the a portion of adjacent 46.125 acres in Section 30, Township 47N, Range 3W.

- The application has been reviewed by the CAO- Alex San Flippo-Rosser, and he determined it sufficient for BOCC review
- Taxes are current
- No lenders or liens
- HOA approval was submitted

You may review the file:
https://permitdb.gunnisoncounty.org/citizenaccess/
projects
Search by application number- LUC-22-00037
Click on file
Attachments
View

Thanks,
Beth Baker
Gunnison County Community and Economic Development

APPLICATION TO COMBINE EXITING PARCELS OF REAL PROPERTY IN GUNNISON COUNTY

Gunnison County Community Development Department 221 N. Wisconsin St. Gunnison, CO
Website: https://www.gunnisoncounty.org/144/Community-and-Economic-Development
Telephone: 970-641-0360

SUBMIT ALL PERMIT PACKET INFORMATION TO PERMIT@GUNNISONCOUNTY.ORG

Application Fee- $305.00

APPLICANT/ Owners : Robert G. Newman **PRIMARY CONTACT:** Jacob A. With, Law of the Rockies, jwith@lawoftherockies.com970-641-1903		
MAILING ADDRESS: 306 Arcadia Pl		
CITY: San Antonio	**STATE:** TX	**ZIP:** 78209-5902
PHONE (home): 210-824-8466	**(cell):**	
E-MAIL ADDRESS: robert86newman@gmail.com	**E-MAIL ADDRESS:**	

1. **LEGAL DESCRIPTION.** The undersigned (is) (are) the owner (s) of the following described adjacent parcels of real property in Gunnison County, Colorado **(insert or attach the full legal description)**:

Parcel 1:
Lot 132, Blue Mesa Subdivision Unit 1, Gunnison County, Colorado

Parcel 2:
See Exhibit A attached hereto and incorporated herein by this reference.

and any adjacent street or alley that is or may be vacated. County of Gunnison, State of Colorado.

2. **REQUEST TO COMBINE LOTS AND VACATE BOUNDARY LINE(S).** The undersigned desire(s) to create a single undivided building lot from the adjacent parcels described above; the undersigned expressly desires to vacate the boundary line(s) between such adjacent parcels. (Signature blocks on last page of application)

3. **LIEN OR MORTGAGE HOLDER ADDRESS(ES).** For each parcel described in #1, above, state the name, address and telephone number of each lien and or mortgage holder and briefly describe each lien and/or mortgage: Attach information There is no lien or mortgage.

4. **LIEN OR MORTGAGE HOLDER CONSENT.** For each lien and/or mortgage described in #4, above, as applicable, provide notarized letters of consent or a signed and notarized subordination to the lot cluster from lien or mortgage holders of the individual pre-clustered lots; the lien/mortgage holder is required to sign the attached "Lot Cluster Agreement and Declaration." N/A

5. **PROTECTIVE COVENANTS OR DEED RESTRICTIONS.** Attach a copy of the applicable Declaration of Protective Covenants, and /or deed restriction. (See attached)

6. **NOTARIZED SIGNATURES.** Provide a notarized signature and affirmation that the application complies with applicable covenants or deed restrictions, by an authorized representative for the association that administers the protective covenants, or by the beneficiary of the deed restriction, as applicable.
(See attached)

7. **LOCATION WITHIN SPECIAL DISTRICT.** Identify each district or entity (such as a water and sanitation district) that provides service to each lot described in #1, above. Approval of this application to combine the described parcels or lots does NOT affect fees, assessments, or charges regarding any serve to those lots; changes to those fees, assessments or charges can only be made by such districts.
Gunnison Cnty. Fire Prot.; RE1J School; Upper Gunnison Water; Gunnison Cnty. Library; Gunnion Met. Rec.; Colo River Water

8. **CONSENT BY UTILITIES.** As applicable, notarized letters of consent to the lot cluster from utility companies whose facilities are located in legal easements on or adjacent to the proposed clustered lots, and a copy of the easement agreements, if such agreements exist. There are no utilities within any express easements that would be impacted by the cluster. Nevertheless, the consent of GCEA is submitted herewith. Atmos cannot be reached for comment. However, as its utilities will in no way be impacted.

9. **SITE PLAN.** All the listed information MUST be shown on the drawing, as applicable. The site plan must be legible, clearly marked, on 8.5 x 11 inch paper, with a scaled representation of the lots. ☒ Exterior lot lines for all parcels described in #1, above

☒ All existing and proposed structures

☒ Locations of driveways and parking areas/spaces

☒ Locations of utilities (septic tanks, leach fields, wells, electric, gas, telephone or cable lines)

☒ Distance of structures from property lines

☒ Easements (include width as well as locations)

☒ Irrigation and drainage ditches

☒ Boundary line(s) to be vacated between lots

☒ If the lots are located within a platted townsite or recorded subdivision, indicate on the site plan the date, book and page or receipt numbers as recorded in the Office of the Gunnison County Clerk and Recorder.

☒ The lots immediately adjacent to all boundaries of the lots that will be clustered.

Each undersigned applicant, for themselves, their heirs, successors, personal representatives and assigns, declares an intention to combine the parcels described in #1, above, into one lot to be maintained as one new integrated single building lot and further declares an intention that no portion of such new lot constituting less than the entire new lot may be conveyed, mortgaged, encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to those required by the *Gunnison County Land Use Resolution.* The above declaration is for the benefit of Gunnison County, Colorado and shall run with the land in perpetuity. Nothing in this Agreement is or shall be construed to be a waiver of applicable County building, sewage disposal, driveway and/or other permit requirements.

Date: 6/10/2022 Robert D. Newman

Owner/ Applicant

Date: _____

_____

Owner/ Applicant

AUTHORIZATIONS

Date: _____

_____

Gunnison County Attorney

Date: _____

_____

Gunnison County Community Development Director

DATE RECEIVED
(Community Development Dept): _____
BY: _____

EXHIBIT A

A 47.593 acre tract of land out of the E½ of Section 30, Township 47 North, Range 3 West, N.M.P.M., County of Gunnison, Colorado, being more particularly described by metes and bounds as follows:
BEGINNING at an iron stake set at the NW corner of this tract which bears S62°16'18"E 1804.68 feet from the N¼ corner of said Section 30, marked with a brass BLM cap, and said beginning point also being the NE corner of Blue Mesa Subdivision Lot 132;
THENCE N80°23'55"E 1072.96 feet along the Northerly line of this tract to an iron stake set in the East line of said Section 30 for the NE corner of this tract;
THENCE S00°13'14"W 2134.94 feet along the East line of this tract to a point on the Easterly line of said Section 30, also being the SE corner of this tract;
THENCE N81°52'43"W 1236.93 feet along the South line of this tract to a point in the Easterly line of said Blue Mesa Subdivision Unit 1 for the SW corner of this tract;
THENCE N18°44'11"E 793.26 feet along the Westerly line of this tract, also being the easterly line of said Blue Mesa Subdivision Unit 1 to a point set at the SE corner of Blue Mesa Subdivision Lot 131, also being a West corner of this tract;
THENCE N04°26'28"W 1033.10 feet continuing along the Westerly line of this tract, and said Easterly line of Blue Mesa Subdivision, to the PLACE OF BEGINNING, as more fully described and depicted on EXHIBIT A attached hereto and incorporated herein by this reference as though fully set forth;

LESS that portion thereof included in that certain replat recorded at Reception Number 584003.

All of the real property included in this Exhibit A is depicted and described as the "Adjusted: 2,009,193 SQ. FT. 46.125 ACRES" on that certain NEWMAN REPLAT as recorded in the real property records of Gunnison County, Coloradoat Reception Number 584003.

LOT CLUSTER AGREEMENT AND DECLARATION

Date of Meeting_____(filled in by staff)

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and Robert G. Newman
(Owner) **(Owner)**

(Owner) **(Owner)**

RECITALS:

Legal Description: Complete – please attach if too long

46.125 ACRES IN SECTION 30, TOWNSHIP 47N, RANGE 3W as described in Exhibit A as attached hereto and incorporated herein by this reference.

and

LOT 132, BLUE MESA SUBDIVISION - UNIT 1

and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado

2. This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, it is agreed that:

1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.

2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.

4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.

5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.

6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Date: 6/10/2022 — Robert G. Newman — Robert G. Newman **Owner**

Date: _____ — _____ **Owner**

Date: _____ — _____ **Owner**

Date: _____ — _____ **Mortgage or Lien Holder**

STATE OF COLORADO)
)ss
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 10th day of June 2022 by Robert G. Newman **(Owner/s).**

Witness my hand and official seal.

My Commission expires: Jan. 23, 2026

MORGAN SCHAEFER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20184003986
My Commission Expires January 23, 2026

Notary Public

Address:

STATE OF COLORADO)
)ss
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this _____ day of _____20___ by _____ **(Mortgage/Lien Holder).**

Witness my hand and official seal.

My Commission expires: _____

_____
Notary Public

Address:

Date: _____

_____	_____	_____
Jonathan Houck	Roland Mason	Elizabeth Smith
Chairperson	Vice-Chairperson	Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

_____
Gunnison County Clerk and Recorder

EXHIBIT A

A 47.593 acre tract of land out of the E½ of Section 30, Township 47 North, Range 3 West, N.M.P.M., County of Gunnison, Colorado, being more particularly described by metes and bounds as follows:
BEGINNING at an iron stake set at the NW corner of this tract which bears S62°16'18"E 1804.68 feet from the N¼ corner of said Section 30, marked with a brass BLM cap, and said beginning point also being the NE corner of Blue Mesa Subdivision Lot 132;
THENCE N80°23'55"E 1072.96 feet along the Northerly line of this tract to an iron stake set in the East line of said Section 30 for the NE corner of this tract;
THENCE S00°13'14"W 2134.94 feet along the East line of this tract to a point on the Easterly line of said Section 30, also being the SE corner of this tract;
THENCE N81°52'43"W 1236.93 feet along the South line of this tract to a point in the Easterly line of said Blue Mesa Subdivision Unit 1 for the SW corner of this tract;
THENCE N18°44'11"E 793.26 feet along the Westerly line of this tract, also being the easterly line of said Blue Mesa Subdivision Unit 1 to a point set at the SE corner of Blue Mesa Subdivision Lot 131, also being a West corner of this tract;
THENCE N04°26'28"W 1033.10 feet continuing along the Westerly line of this tract, and said Easterly line of Blue Mesa Subdivision, to the PLACE OF BEGINNING, as more fully described and depicted on EXHIBIT A attached hereto and incorporated herein by this reference as though fully set forth;

LESS that portion thereof included in that certain replat recorded at Reception Number 584003.

All of the real property included in this Exhibit A is depicted and described as the "Adjusted: 2,009,193 SQ. FT. 46.125 ACRES" on that certain NEWMAN REPLAT as recorded in the real property records of Gunnison County, Coloradoat Reception Number 584003.

Topographic Plat of

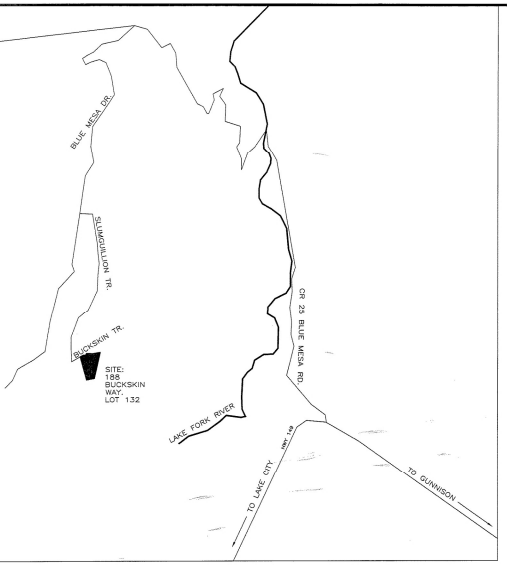
Newman Homesite Area

Located within

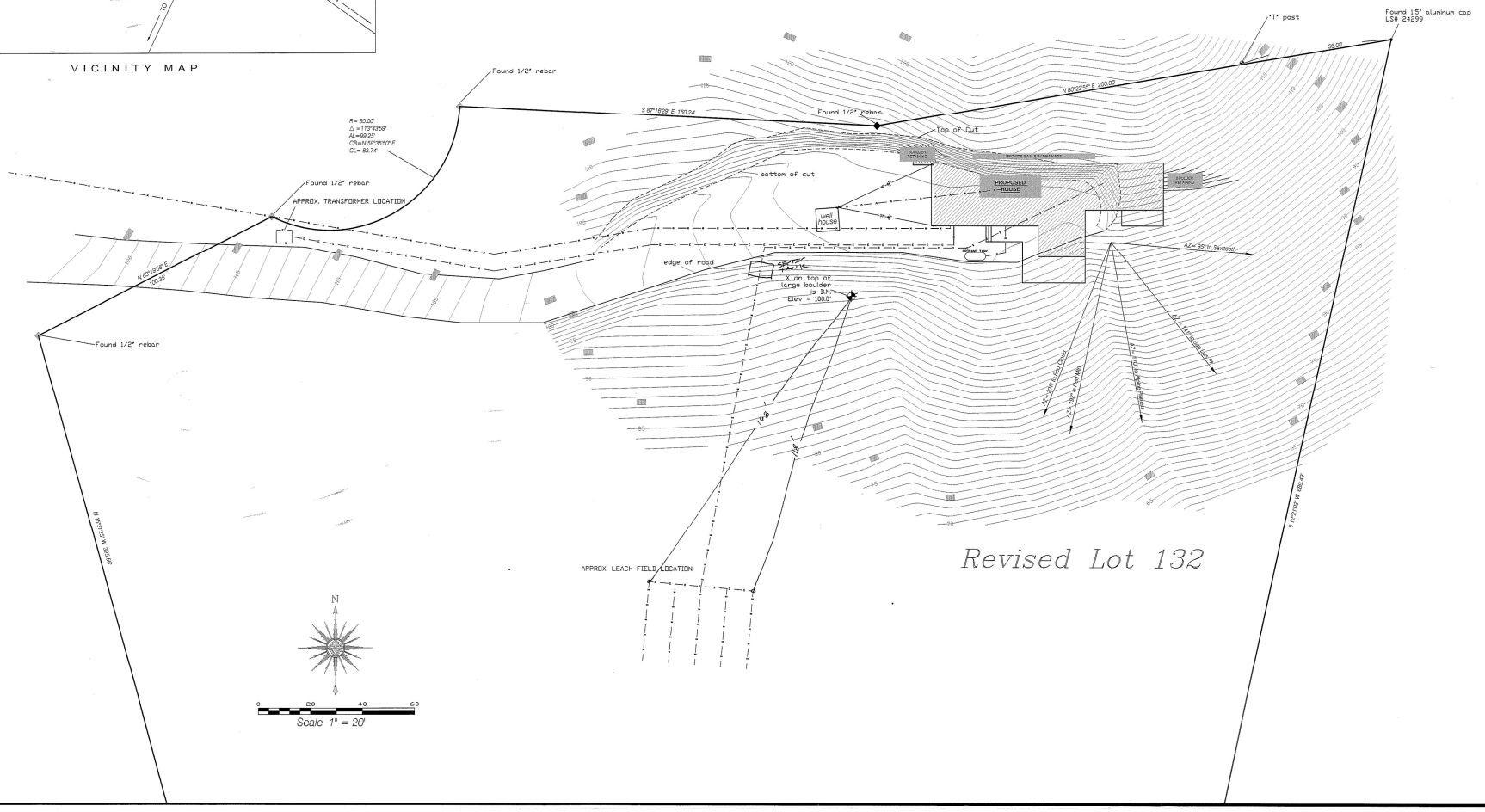
Replat of Lot 132, Blue Mesa Subd. - Unit 1

Section 30, T47N, R3W, N.M.P.M.

Gunnison County, Colorado



VICINITY MAP



NOTES:

ISSUE DATES:

04-21-11	OWNER REVIEW
05-19-11	ENGINEERING SET
06-02-11	FINAL ENGINEER
06-09-11	PERMIT SET

SITE PLAN

NEWMAN RESIDENCE
88 BUCKSKIN WAY
GUNNISON COUNTY, CO

M VENTURA
DESIGN & BUILD
MATTHEW D. VENTURA
970.343.9183
mventura3@gmail.com

JERRY GREENE CONSULTING ENGINEER
28 QUARTZ
GUNNISON, COLORADO 81230
TEL: (970) 641-3342

DRAWN:	CHECKED:
MDV	MDV/AD

COPYRIGHT M VENTURA DESIGN/BUILD 2011

JOB: NEWMAN RESIDENCE

SCALE: 1" = 20'-0"

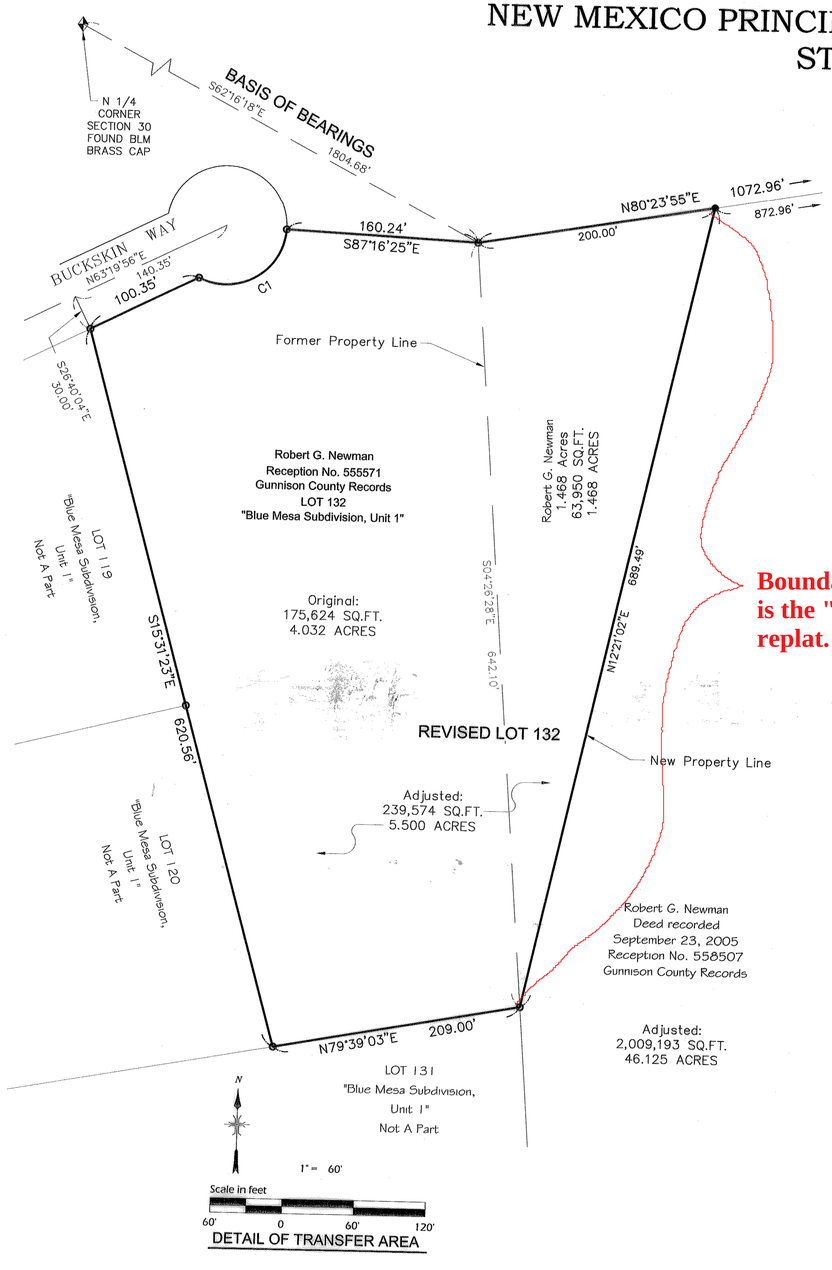
SHEET:

C1.1

NEWMAN REPLAT

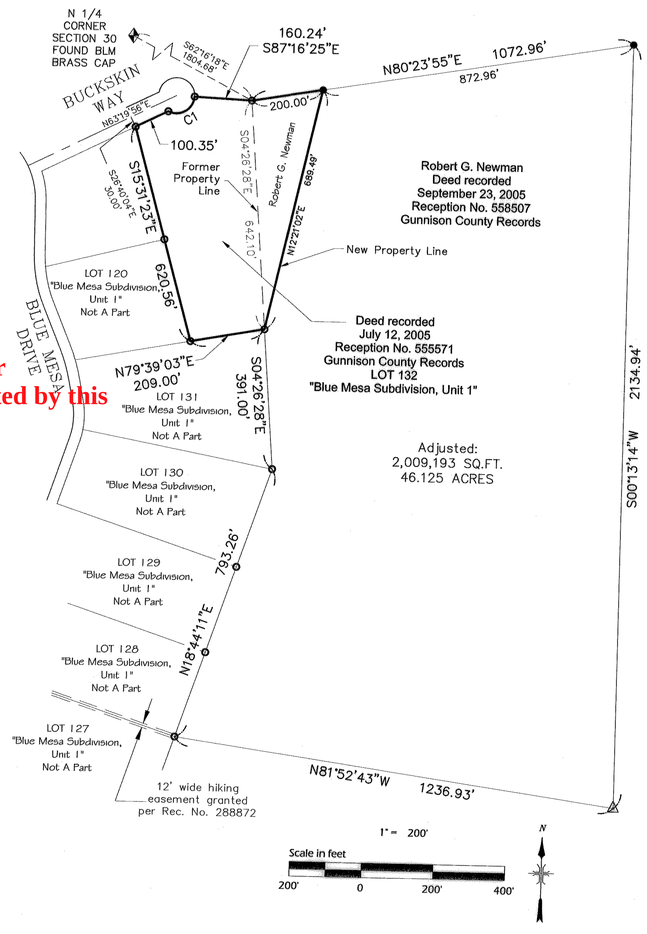
A REPLAT OF LOT 132, BLUEMESA SUBDIVISION UNIT 1

A PORTION OF SECTION 30, TOWNSHIP 47 NORTH, RANGE 3 WEST,
NEW MEXICO PRINCIPAL MERIDIAN, COUNTY OF GUNNISON,
STATE OF COLORADO.



DETAIL OF TRANSFER AREA

Boundary to be vacated in cluster is the "New Property Line" created by this replat.



LEGEND

- Found BLM Brass Cap
- Found 5/8" rebar and 1-1/2" cap, LS 2816
- Found 1/2" rebar no cap
- Set 5/8" rebar and 1-1/2" cap, PLS 24299

CURVE DATA TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING
C1	113°43'47"	50.00'	99.25'	83.74'	S59°35'50"W

Gunnison Cty, CO 05/20/2008 11:43 AM 584003
Pg: 2 of 2

NOTICE: According to Colorado Law (13-80-105, C.R.S.) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more that ten (10) years from the date of the certification shown hereon.

DMC DEL-MONT CONSULTANTS, INC.
ENGINEERING • SURVEYING • PLANNING
125 Colorado Ave. • Montrose, CO 81401 • (970) 249-2251 • (970) 249-2342 FAX
www.del-mont.com • service@del-mont.com

FIELD BOOK:	DRAWN BY: SLB/DJG	DATE: 4/21/08	
SHEET: 2 OF 2	FILE: 07126-LOT LINE ADJ.dwg	JOB NO.: 07126	

TITLE: NEWMAN REPLAT AND BOUNDARY LINE ADJUSTMENT
CLIENT: GREATLAND LOG HOMES
ADDRESS & PHONE: P.O. BOX 683 GUNNISON, COLORADO 81230 (970) 641-0496
TYPE: REPLAT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Boundary Line Adjustment; located within NW ¼ SE ¼

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Taylor Park LLC and Raymond Beethe boundary line adjustment : a tract of land in the NW1/4SE1/4 Sec 21, T14S, R82W

Fiscal Impact:

Submitted by: Beth Baker **Submitter's Email Address:** bbaker@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. ASFR 9.1.22

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser Discharge Date: 9/1/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 3

Agenda Date: 9/6/2022

Revised April 2015

Date: August 30, 2022

RE: Taylor Park LLC, and Raymond Beethe
Boundary Line Adjustment
LUC-22-00015

Taylor Park LLC and Raymond Beethe have applied for a boundary line adjustment. Each new lot will be over one acre in size.

- The application has been reviewed by the CAO- Alex San Flippo-Rosser, and he determined it sufficient for BOCC review
- Taxes are current
- No lenders or liens

You may review the file:
https://permitdb.gunnisoncounty.org/citizenaccess/
projects
Search by application number- LUC-22-00015
Click on file
Attachments
View

Thanks,
Beth Baker
Gunnison County Community and Economic Development

BEETHE TAYLOR PARK BOUNDARY ADJUSTMENT PLAT

LOCATED WITHIN

NW1/4SE1/4 OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 82 WEST OF THE 6TH PRINCIPAL MERIDIAN

GUNNISON COUNTY, COLORADO.

COMMENTS

1. The purpose and intent of this Plat is to take 4 existing contiguous and adjoining parcels which are recorded at reception numbers 661606, 508913, 663106 as shown hereon and to combine, redistribute and adjust the boundaries of said parcels into 2 newly created lots shown hereon as Lot A and Lot B.
2. The owner of each Lot shall have a common right of usage of the utility easements to provide utility service to each Lot
3. 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.

Plat Notes:

Pursuant to Section 5-209 H. of the Gunnison County Land Use Resolution:

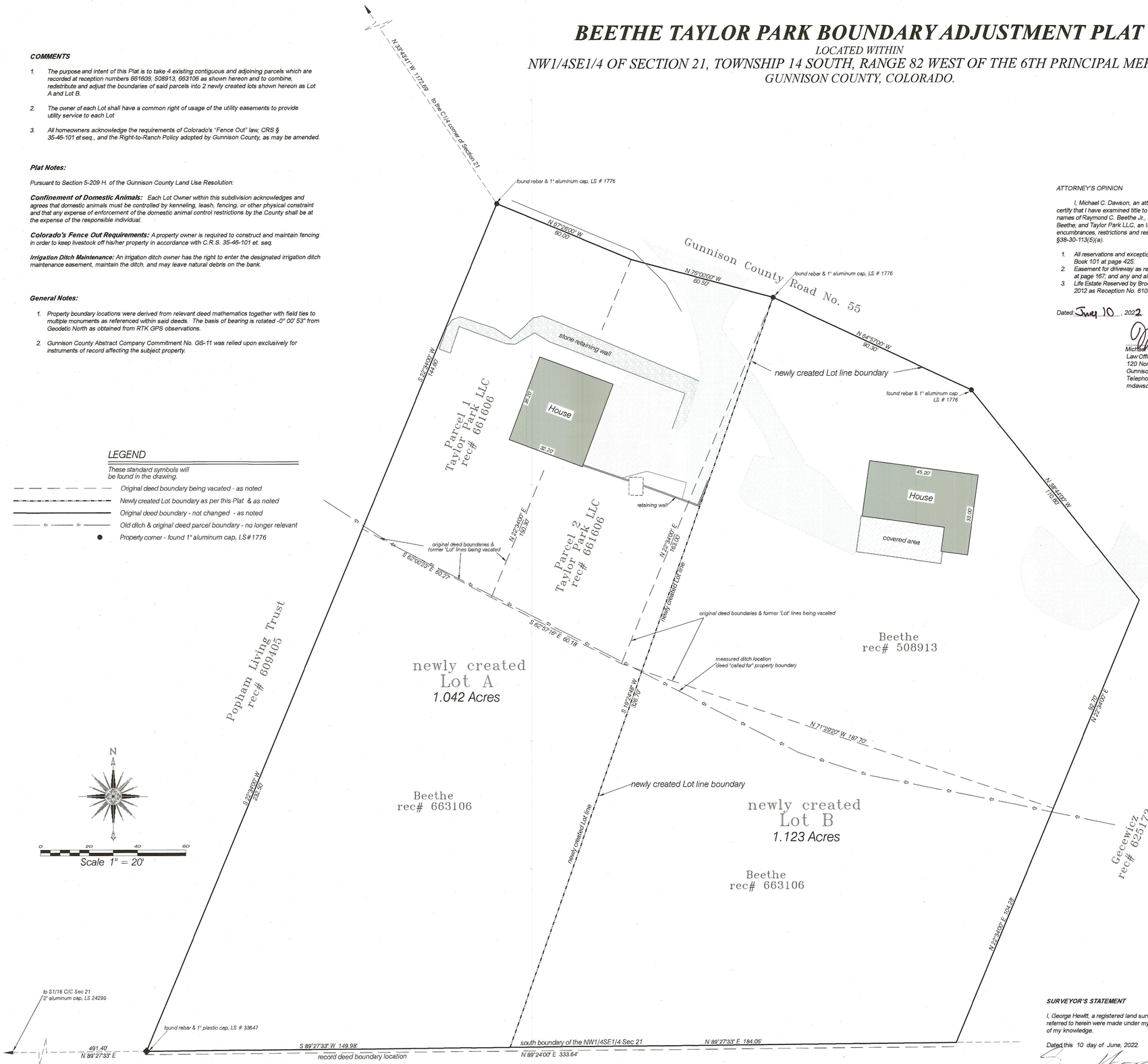
Confinement of Domestic Animals: Each Lot Owner within this subdivision acknowledges and agrees that domestic animals must be controlled by kenneling, leash, fencing, or other physical constraint and that any expense of enforcement of the domestic animal control restrictions by the County shall be at the expense of the responsible individual.

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.

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.

General Notes:

1. Property boundary locations were derived from relevant deed mathematics together with field ties to multiple monuments as referenced within said deeds. The basis of bearing is rotated -0° 00' 53" from Geodetic North as obtained from RTK GPS observations.
2. Gunnison County Abstract Company Commitment No. GS-11 was relied upon exclusively for instruments of record affecting the subject property.



LEGEND

These standard symbols will be found in the drawing.

- Original deed boundary being vacated - as noted
- Newly created Lot boundary as per this Plat & as noted
- Original deed boundary - not changed - as noted
- Old ditch & original deed parcel boundary - no longer relevant
- Property corner - found 1" aluminum cap, LS#1776

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 Raymond C. Beethe Jr., Kip Bradley Beethe aka Kip B. Beethe, Scott Zeeh Beethe aka Scott Z. Beethe; and Taylor Park LLC, an Indiana limited liability company, and is free and clear of all liens, defects, encumbrances, restrictions and reservations subject to the Statutory exceptions as defined in C.R.S. §38-30-113(5)(a).

1. *All reservations and exceptions as set forth in United States Patent(s) recorded February 4, 1909 in Book 101 at page 425.*
2. *Easement for driveway as reserved and set forth in instrument recorded March 18, 1963 in Book 383 at page 167, and any and all assignments thereof or interests therein.*
3. *Life Estate Reserved by Brooks Harting as reserved and set forth in instrument recorded January 3, 2012 as Reception No. 610529."*

Dated: June 10, 2022.

Michael C. Dawson, Esq., Reg. No. 37249
Law Office of Michael C. Dawson, LLC.
120 North Taylor - P.O. Box 179
Gunnison, Colorado 81230
Telephone: 970-641-3326
mdawson@guclaw.com

DEDICATION

Raymond C. Beethe Jr., Kip Bradley Beethe aka Kip B. Beethe, Scott Zeeh Beethe aka Scott Z. Beethe; and Taylor Park LLC, an Indiana limited liability company, being the owner of the land described as follows:

Legal Description

Township 14 South, Range 82 West of the Sixth Principal Meridian:
Section 21: A Tract of land within the NW1/4SE1/4 being more particularly described as follows: Commencing at Point which is the southwest corner of the Beethe property as described in reception # 663106, said corner being monumented with a rebar & cap, LS# 33647, from which the southwest corner of said NW1/4SE1/4 Section 27 as monumented with a 2" aluminum cap, LS # 24299, bears South 89º 27' 33" West a distance of 491.40 feet, this corner being the True Point of Beginning of the herein described Tract, thence the following courses around said Tract:

1. *North 89° 27' 33" East 334.03 feet along the south boundary of said Beethe Property to the southeast corner of said Property;*
2. *North 22° 34' 00" East 196.98 feet along the easterly boundary of said Beethe Property to the northeast corner of the Beethe property as per reception # 508913;*
3. *North 38° 44' 00" West 110.60 feet along the north boundary of said Beethe property;*
4. *North 64° 57' 00" West 90.30 feet along the north boundary of said Beethe property to the northeasterly most corner of Parcel 2 of the Taylor Park LLC property as per reception # 661606;*
5. *North 75° 00' 00" West 60.50 feet along the north boundary of said Parcel 2 to the northeasterly most corner of Parcel 1 of the Taylor Park LLC property as per reception # 661606;*
6. *North 67° 26' 00" West 60.00 feet along the along the north boundary of said Parcel 1 to the northwesterly most corner of said Parcel;*
7. *South 22° 34' 00" West 377.10 feet along the along the northwesterly boundary of said Parcel 1 and said Beethe property as per reception # 663106 to the True Point of Beginning of the herein described Tract*

Containing 2.165 acres more or less
County of Gunnison,
State of Colorado.

under the name ***BEETHE TAYLOR PARK BOUNDARY ADJUSTMENT PLAT****, has laid out, platted and/or subdivided the same as shown on this plat into 2 Lots, being Lot A and Lot B, shown herein, and do hereby permanently dedicate to the public at large the streets, alleys, roads, and other public 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, the owners have subscribed their names this _____day of _____, A.D. 2022.

Raymond C. Beethe, Jr. Raymond C Beethe Jr

State of Colorado)
County of El Paso) ss.

The foregoing instrument was acknowledged before me this 21st *day of* June *A.D. 2022, by Raymond C. Beethe, Jr..*

My commission expires: October 14, 2024
Witness my hand and official seal.

Notary Public Jill Minnifield

JILL MINNIFIELD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204035929
MY COMMISSION EXPIRES OCTOBER 14, 2024

Kip Bradley Beethe, Jr.

State of Colorado)
County of Denver) ss.

The foregoing instrument was acknowledged before me this 11 *day of* July *A.D. 2022, by Kip Bradley Beethe.*

My commission expires:
Witness my hand and official seal.

Notary Public Colleen M McGee

COLLEEN M MCGEE
NOTARY PUBLIC - STATE OF COLORADO
Notary ID 20184020934
My Commission Expires May 16, 2026

Scott Zeeh Beethe Scott Zeeh Beethe

State of Pennsylvania)
County of Allegheny) ss.

The foregoing instrument was acknowledged before me this 29 *day of* June *A.D. 2022, by Scott Zeeh Beethe.*

My commission expires: 15 June 2024
Witness my hand and official seal.

Notary Public Jane Mercuri

Commonwealth of Pennsylvania - Notary Seal
Jane Mercuri, Notary Public
Allegheny County
My commission expires June 15, 2024
Commission number 1372847
Member, Pennsylvania Association of Notaries

TAYLOR PARK, LLC
an Indiana limited liability company

By: Joe Singleton
Name: JOE SINGLETON
Title: MEMBER

State of Colorado)
County of Gunnison) ss.

The foregoing instrument was acknowledged before me this 10th *day of* June *A.D. 2022, by* Joe Singleton *as* Member *of Taylor Park, LLC, an Indiana limited liability company.*

My commission expires: 5/10/2026
Witness my hand and official seal.

Notary Public Kaitlyn Grace Van Dyke

KAITLYN GRACE VAN DYKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20184020932
My Commission Expires May 16, 2026

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

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 _____, A.D. 20_____, Reception Number _____, Time _____, Date _____.

_____
Gunnison County Clerk and Recorder

SURVEYOR'S STATEMENT

I, George Hewitt, a registered land surveyor in the State of Colorado, certify that this plat and the survey referred to herein were made under my direction and control and that both are true and correct to the best of my knowledge.

Dated this 10 day of June, 2022.

George Hewitt, Colorado PLS # 23502
Alpine Surveying Inc.
PO Box 93
Gunnison, CO 81230
alpinesurveyinginc.com

COLORADO REGISTERED GEORGE HEWITT 23502 PROFESSIONAL LAND SURVEYOR

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Rescinding the Continuation of an Emer

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: NA

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

Summary:

Rescind Sylvester Gulch Fire Emergency Declaration

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 8/29/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 3

Agenda Date: 9/6/2022

Revised April 2015

RAGGED MOUNTAIN
FIRE PROTECTION DISTRICT

08/29/22

On 07/19/22 the Board of Directors of the Ragged Mountain Fire Protection District, in the County of Gunnison, State of Colorado the district board declared the Sylvester Gulch fire to be a disaster.

Whereas, there has been no fire activity in the fire area since July 30, containment lines have been established on the fire perimeter, the road to the fire area has been completed, and a plan is in place to pump concrete and mud into the coal seam vent; and

Whereas, due to the foregoing, on August 16, 2022, the Colorado Division of Fire Prevention and Control deemed the Sylvester Gulch Fire as controlled; and

Whereas, on August 22, 2022, due to the foregoing, the Ragged Mountain Fire Protection District rescinded its delegation of the fire to the Gunnison County Sheriff.

Now, therefore the Board of Directors of the Ragged Mountain Fire Protection District is rescinding the disaster emergency declaration of the Sylvester Gulch Fire.

Sincerely,

Brandon J. Hockenberry, President

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 2022-_____

A RESOLUTION RESCINDING THE CONTINUATION OF AN EMERGENCY IN GUNNISON COUNTY, COLORADO DUE TO THE SYLVESTER GULCH FIRE (FORMERLY THE SOMERSET COAL SEAM FIRE)

WHEREAS, on July 21, 2022, the Gunnison County Manager, pursuant to Gunnison County Resolution 2020-11 and applicable law, declared an emergency due to the continued hazards surrounding the Sylvester Gulch Fire; and

WHEREAS, pursuant to C.R.S. § 24-33.5-709, the Board of County Commissioners of the County of Gunnison has the authority to order the declaration, continuation, or termination of a local disaster emergency, and

WHEREAS, on July 26, 2022, the Board of County Commissioners of the County of Gunnison, determined there was an on-going threat to the public health, safety and welfare of Gunnison County residents and the public at large; and

WHEREAS, due at least in part to the foregoing, the Board of County Commissioners of the County of Gunnison continued the emergency declaration, via resolution 2022-27; and

WHEREAS, there has been no fire activity in the fire area since July 30, containment lines have been established on the fire perimeter, the road to the fire area has been completed, and a plan is in place to pump concrete and mud into the coal seam vent; and

WHEREAS, due to the foregoing, on August 16, 2022, the Colorado Division of Fire Prevention and Control deemed the Sylvester Gulch Fire as controlled; and

WHEREAS, on August 22, 2022, due to the foregoing, the Ragged Mountain Fire Protection District rescinded its emergency declaration for the fire and rescinded its delegation of the fire to the Gunnison County Sheriff;

.

NOW, THEREFORE, IT IS DIRECTED:

It is hereby declared that there is no longer a disaster emergency due to the Sylvester Gulch Fire;

1. Resolution 2022-27, which continued the emergency declaration, is hereby rescinded.

Dated this 6th day of September, 2022.

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Elizabeth Smith, Commissioner

By _____
Roland Mason, Commissioner

ATTEST:

_____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Letter of Recommendation; for John Ca

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Letter of recommendation and authorization for John Cattles to represent the County on the State Energy Code Board

Fiscal Impact:

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 8/31/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 9/2/2022

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

Agenda Date: 9/6/2022

Revised April 2015

Gunnison County Board of County Commissioners
Phone: (970) 641–0248 • Fax: (970) 641–3061
Email: bocc@gunnisoncounty.org • www.GunnisonCounty.org

September 6th, 2022

Gunnison County Board of County Commissioners
200 East Virginia Street
Gunnison, Colorado 81230

Chris Piper, Legislative Liaison and Policy Analyst
Colorado Energy Office
600 Broadway Suite 1960
Denver, CO 80202

The Board of County Commissioner recommends John Cattles, Assistant County Manager for Sustainability and Operations, to the Colorado Energy Code Board.

John is authorized to represent the County on the Energy Code Board.

Thank you,

Jonathan Houck, Commissioner Liz Smith, Commissioner Roland Mason, Commissioner