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GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA – REVISION #1

DATE: Tuesday, March 5th, 2024

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

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT MEETING:

8:30 am

- Call to Order
- Consent Agenda:
 1. Marble Crystal River Chamber of Commerce; January 1, 2024 to December 31, 2024; \$30,000
- Adjourn

GUNNISON COUNTY BOARD OF EQUALIZATION MEETING:

8:31 am

- Call to Order
- Meeting Minutes:
 1. August 22, 2023
 2. October 31, 2023
 3. November 7, 2023
 4. December 19, 2023
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:32 am

- Call to Order; Agenda Review
- Minutes Approval
 1. November 7, 2023 Regular Meeting
- Scheduling
- 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 Gunnison Basin Sage-grouse Strategic Committee Appointment; U.S. Fish and Wildlife Service; Whit Blair as a Regular Member and Nathan Darnell as an Alternate Member
 2. Department of Local Affairs (DOLA); Summary of Small Dollar Grant Award Terms and Conditions; DLG Portal Number EIAF-A00284; \$25,000
 3. Contract Amendment #7; Colorado Department of Public Health and Environment; Contract number 2020*0248; Contract Expiration June 30, 2024; Additional \$40,000
 4. Colorado Department of Early Childhood; Statement of Work; July 1, 2024 to June 30, 2025; \$83,955
 5. State of Colorado, Office of the Governor, Colorado Energy Office; Grant Awards; POGG, EFAA, 202400003079, February 12, 2024 to December 31, 2024, \$90,000; POGG1, EFAA, 202400003044, February 2, 2024 to December 31, 2024, \$61,500
 6. ~~DELETED: Acknowledgement of Gunnison Basin Sage-grouse Strategic Committee Nomination; Western Colorado University; Pat Magee as an Alternate Member~~
 7. Acknowledgment of Sustainable Tourism and Outdoor Recreation (STOR) Committee Appointment; Colorado Parks and Wildlife; Brandon Diamond

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

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA – REVISION #1

DATE: Tuesday, March 5th, 2024

Page 2 of 2

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

8. Acknowledgment of Sustainable Tourism and Outdoor Recreation (STOR) Committee Appointment; Town of Mt. Crested Butte; Roman Kolodziej
9. Acknowledgement of Gunnison Basin Sage-grouse Strategic Committee Appointment; National Park Service; Theresa Childers as a Regular Member and Brinnen Carter as an Alternate Member
10. Acknowledgement of Gunnison Basin Sage-grouse Strategic Committee Appointment; Bureau of Land Management; Jon F. Kaminsky as a Regular Member and Kathy Brodhead as an Alternate Member
11. Colorado Department of Law; Opioid Response Strategic Impact Grant; \$1,000,000

8:40 am

- Boards and Commissions Discussion

8:45 am

- A Resolution Authorizing Temporary Seasonal Closure and Weight Restriction for a Portion of County Road 38 Also Known as Gold Basin Road
- A Resolution Authorizing Temporary Weight Restriction for a Portion of County Road 734 Also Known as Slate River Road
- Rare Earth Science; Baseline Documentation Supplement; Ridgeline Property Conservation Easement; 2024

8:55 am

- Gunnison Valley Land Preservation Fund, Grant Agreement; AVLT's Marble Basecamp; \$100,000
- Gunnison Valley Land Preservation Fund, Grant Agreement; Higher Ground; \$150,000
- **Unscheduled Public Comment:** 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.
- Adjourn

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

ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNRVdDemZJdC91aVBIZz09>

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: Marble Crystal River Chamber of Commerce; January

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Marble Chamber

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Signature on updated Marble Chamber Agreement

Fiscal Impact: 30000

Submitted by: Perry Solheim

Submitter's Email Address: psolheim@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 2/26/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 2/26/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/29/2024

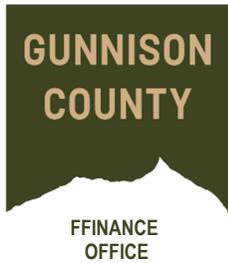
Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/5/2024



Perry W Solheim, CFO

Phone: (970) 641-2203

Email: psolheim@gunnisoncounty.org

Website: www.GunnisonCounty.org

To: Gunnison County Board of County Commissioners

From: Perry W Solheim, CFO

Date: March 5, 2024

Re: Marble Chamber LMD Agreement

The Marble Chamber LMD Agreement was adjusted from an original payment of \$19,769.71 up to \$30,000.00. The adjustment was made due to final LMD collections data exceeding expectations and to help soften the effects of the decline in LMD revenue in the Marble area. The Chamber has been made aware that these revenues are not being received at previous levels and it has been suggested that they plan future budgets accordingly. The Gunnison County Finance Office will communicate Marble LMD revenues on a more regular basis during 2024. The following page details Marble LMD collections through the end of 2023.

Gunnison County
Marble Crystal River Chamber LMD Payments
as of 12/31/2023

LMD Tax Collections & Payments to MCRC

Year	Collections	Payments	Net
2008	\$ 11,208.11	\$ -	\$ 11,208.11
2009	9,111.24	11,208.11	9,111.24
2010	7,306.26	7,500.00	8,917.50
2011	9,315.00	16,000.00	2,232.50
2012	8,034.78	-	10,267.28
2013	7,236.00	10,822.30	6,680.98
2014	9,090.00	10,200.00	5,570.98
2015	13,059.00	12,214.98	6,415.00
2016	14,671.00	11,235.02	9,850.98
2017	21,429.00	16,500.00	14,779.98
2018	28,451.00	17,000.00	26,230.98
2019	28,873.00	24,500.00	30,603.98
2020	37,318.00	28,200.00	39,721.98
2021	37,787.86	25,500.00	52,009.84
2022	29,488.87	45,390.00	36,108.71
2023	18,464.00	41,395.00	13,177.71

\$ 290,843.12 \$ 277,665.41 \$ 13,177.71 @12/31/23

Expected Future

Balance at 12/2023	\$ 13,177.71
Anticipated 2024 Collections	18,500.00
Estimated Maximum Available	\$ 31,677.71
Updated 2024 Payment	\$ 30,000.00
Planned Reserve	\$ 1,677.71

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT AGREEMENT

Project Title: MARBLE CRYSTAL RIVER CHAMBER OF COMMERCE
Award Period: JANUARY 1, 2024 TO DECEMBER 31, 2024
Award: \$30,000

PARTIES TO AGREEMENT

GRANTOR:

Address: The Gunnison River Valley Local Marketing District (the "LMD")
200 E Virginia Avenue
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT:

Address: Marble Crystal River Chamber of Commerce (the "Recipient")
620 W. Park Street
Marble, CO 81623
Contact Name: Christy Villalobos
Telephone: (970) 963-7300 970-963-7117
Email: mariosmarble@yahoo.com themarblechamber@gmail.com

RECITALS

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

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

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

WHEREAS, LMD has determined it presently is and remains in the public's interest to provide financial assistance to Recipient.

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the LMD hereby awards to Recipient a sum not to exceed Thirty Thousand U.S. dollars (**\$30,000**) (the “Award”) only if such funds are available as a portion of the funds collected by lodging establishments located in the Upper Crystal River Valley of Gunnison County. It is understood and recognized that these funds must be used for costs associated with the implementation of the 2024 Work Plan as identified in Appendix A. Funds will be distributed, contingent upon collections.. The Award shall be used by Recipient to assist the LMD consistent with Recipient’s current mission and operations and to help promote Gunnison County’s Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan (“Project”).
3. **Project Scope.** Recipient shall not materially modify the Project (as outlined in Appendix A) without the prior written approval of the LMD. Any material modification to the Project undertaken without the LMD’s prior written consent may be deemed a breach of this Agreement, entitling the LMD to all remedies available under this Agreement.
4. **Authorized Representative.** Matthew Birnie, (the “Authorized Representative”), or his successor, is designated as Authorized Representative of the LMD for the purpose of administering, coordinating and approving the work performed by the Recipient under this Agreement.
5. **Payment of Award.** Subject to the LMD’s determination in its sole discretion that Recipient is in compliance with this Agreement, the LMD shall disburse the funds for the Award in a manner determined by the LMD in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the LMD be liable for payment under this Agreement for any amount in excess thereof. The LMD is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.
6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the LMD.
7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.
8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.
9. **Publicity.** The Recipient will acknowledge the funding support from LMD in all informational materials and promotions about the Project.
10. **Security Breaches and Personal Information**
 - a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the LMD during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S. § 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information

obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the LMD of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the LMD, including sharing with the LMD any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. Indemnification. The LMD cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the LMD, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the LMD shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. Independent Contractor. This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the LMD for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from LMD.**

13. No Waiver of Governmental Immunity Act. The parties hereto understand and agree that the LMD, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the LMD.

14. Audits and Accounting. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The LMD shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of LMD funds. The LMD shall retain the authority to audit for two years after Project completion.

15. Inspection. The LMD shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. Termination by LMD. The LMD may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. **Effect of Project Completion or Termination.** Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the LMD's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the LMD as a result of later refunds, corrections, or other transactions.

18. **Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to: Gunnison River Valley Local Marketing District
Matthew Birnie
200 E Virginia Ave
Gunnison, CO 81230
(970) 641-0248
Email: mbirnie@gunnisoncounty.org

with a copy to: Gunnison County Attorney's Office
200 E Virginia Ave
Gunnison CO 81230
(970) 641-5300
Email: dbishop@gunnisoncounty.org

and by the LMD to: Marble Crystal River Chamber of Commerce
Christy Villalobos
620 W. Park Street
Marble, CO 81623
(970) 963-7300
Email: mariosmarble@yahoo.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. **Assignment.** Recipient may not assign its rights under this Agreement without the prior express written approval of the LMD, which the LMD may withhold in its sole discretion.

20. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the LMD of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

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

23. **Third Party Beneficiary.** The LMD and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the LMD and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or Recipients of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

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

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2023.

RECIPIENT: MARBLE CRYSTAL RIVER CHAMBER OF COMMERCE

Signature: Christy Villalobos
Name: Christy Villalobos
Title: president
Date: 2/20/2024

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

APPROVED:

Jonathan Houck
Chairperson

Date: _____

EXHIBIT A

**MARBLE CRYSTAL RIVER CHAMBER
2024 BUDGET REQUEST**

Responsible and Sustainable Tourism Initiative	10,000.00
<p>MCRC is concerned about the impact of overcrowding and its affect on local business, visitors and residents. The Chamber wants to explore and invest in ways to sustain tourism in Marble without foresaking the activities and natural surroundings which draw us all here. MCRC intends to work with the community to come up with solutions, and help fund needed incentives or infrastructure (i.e.signage, visitation systems, visitor pledges, employee housing...).</p>	
Website Maintenance	1,000.00
<p>General maintenance and optimization of the Chamber's web site.</p>	
Promotional Printing	3,000.00
<p>Reprinting and editing of the Marble Map -- an incredible informational tool for visitors.</p>	
Internet and Print Marketing	7,500.00
<p>colorado.com online advertising, and other printed advertising</p>	
Chamber and Association Memberships	1,000.00
<p>Maintain ties with groups and other area chambers -- Carbondale Chmbr, Glenwood Chmbr, Crested Butte Chmbr, Gunnison Chmbr, Redstone Community Assoc., & BBB</p>	
Reprinting of Marble history books	1,000.00
<p>The Marble history books we re-published last year are selling well locally and on Amazon. We will need another printing of these in 2024.</p>	
Event Funding: Support for events which attract visitors to our valley	10,500.00
<p>Marble/MARBLE Symposium: M/M is the single most important event for lodging businesses in our area. We want to support their efforts by offering a scholarship to one of their 9 day marble carving sessions. 1,500.00</p>	
<p>Marble Fest: Annual music festival held in the Mill Site Park on a mid August weekend 4,000.00</p>	
<p>Lead King Loop Race: A national event attracting around 200 visitors to our valley on a September weekend for a running race which benefits the Marble Charter School. 1,000.00</p>	
<p>Marble Stone & Gem Show: An annual event, attracting visitors to Marble in early June to celebrate music, wellness, and the very thing that put Marble on the map -- ROCKS! 3,000.00</p>	
<p>Christmas in Marble: Continued support for this event which supports local non-profits, and brings visitors to Marble during our DEEP off-season. 1,000.00</p>	
Marble HUB support and operations	15,000.00
<p>Funding to support operation of Marble's visitor center, our visitors' most important resource.</p>	
<hr/>	
2024 Funding request	49,000.00

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: CBOE Meeting Minutes - 8/22/23, 10/31/23, 11/7/23

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The draft 8/22/23 and 10/31/23 CBOE meeting minutes are attached for consideration.

Fiscal Impact:

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/5/2024

**GUNNISON COUNTY BOARD OF EQUALIZATION
SPECIAL MEETING MINUTES
August 22, 2023**

The August 22, 2023 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson	Alex San Filippo-Rosser, Assistant County Attorney
Elizabeth Smith, Vice-Chairperson	Matthew Birnie, County Manager
Laura Puckett Daniels, Commissioner	Katherine Haase, Deputy County Clerk
Matthew Hoyt, County Attorney	Others Present as Listed in Text

CALL TO ORDER: Chairperson Houck called the Gunnison County Board of Equalization special meeting to order at 8:40 am. He provided a general overview of the senior property tax appeal timelines for those in attendance. By State statute, these appeals must be brought before the County Board of Equalization no later than September 1, 2023.

APPEAL FOR 2023 SENIOR PROPERTY TAX EXEMPTION; CBOE #SR-02; SANDRA J COSENTINO; ACCOUNT #R008614: Petitioner Sandra Cosentino and John Cosentino, husband of and attorney for the petitioner, were present for discussion. Deputy Assessor for Administration Vicki Hildreth was also present for discussion and briefly discussed the timeline included in the meeting materials for the Board and the reason for the Assessor's denial of the application. Ms. Cosentino provided two residential addresses on two separate senior property tax exemption requests, while only one primary address is allowed. Further, the senior must have resided at the address for at least 10 years to qualify for the exemption. Voter registration files were used as proof of residency, which showed that each of the two supplied addresses was used for a portion of the 10-year period. Per the Colorado Division of Property Taxation, the application should be denied. There is no further appeal process in this instance.

Mr. Cosentino provided the Petitioner's driver license, which showed that she resides at 3641 Ohio Creek Road, and he contended that she has lived at 3641 Ohio Creek Road since 2010. He explained that 3869 Ohio Creek Road has been owned by the Petitioner since 1989, in her previous name of Sandra Stratton. In 2003, the Cosentinos purchased property at 3771 Ohio Creek Road, which is contiguous to the property at 3869 Ohio Creek Road. In 2006, the Cosentinos purchased another contiguous property at 3641 Ohio Creek Road, and a certificate of occupancy was given in 2010 for the residence on that property. (Note: The property at 3641 Ohio Creek Road was originally purchased in the name of a Reality Ranch, LLC, which was later dissolved in 2010 naming the Cosentinos as joint tenants.) In 2010, Petitioner put the utilities and property taxes in her name, and Mr. Cosentino restated that the Petitioner has lived at 3641 Ohio Creek Road since 2010. All three properties are contiguous, with a total of three houses on the properties. In 2021, when the Petitioner changed her voter registration, she noticed that her voter registration was still assigned to 3869 Ohio Creek Road, so she updated the address at that time. Lastly, Mr. Cosentino stated that Judge Patrick previously ruled, in a separate case related to hunting licensing, that the sake of ownership of the three properties should be considered in whole, not just the voter registration.

Commissioner Houck asked for clarification on how the parcels are titled, and whether or not they are identical for all three properties. DAA Hildreth confirmed that, in order to consider joint ownership of all properties, the ownership on all titles would need to be identical and that each individual property will still be assessed on its own merit. More to the point, she also indicated that, when a person signs their voter registration form, they are affirming that the residence on the form is their sole place of residence. If a person is not registered to vote, which is not applicable in this case, there are other modes of verifying residency.

Commissioner Smith requested additional information relevant to the case law background provided by Mr. Cosentino and whether the two issues are governed by different statutes. ACA San-Filippo Rosser confirmed that they are governed by different statutes, and that the appropriate statute lays out an exemption process for a single property and does not consider contiguous properties. Commissioner Smith also requested information about addressing the claim of residency, and both DAA Hildreth and ACA San-Filippo Rosser confirmed that the Colorado Division of Property Taxation provides no leniency in this instance. Also, the Cosentino's own a vehicle that is registered at 3869 Ohio Creek Road, and Mr. Cosentino stated that he didn't know the vehicle was still registered to the incorrect address until recently.

Commissioner Puckett Daniels indicated that all of her questions had been answered by the discussion above.

The Board restated the understanding that voter registration is the means to determine residency, and CA Hoyt confirmed that the address affirmation on the voter registration is clear because to attempt to vote using any other address other than your primary residence would be an act of fraud. The Board members confirmed that no ex parte communications had taken place regarding this matter. The Board stated that they felt the statutes and laws need to be applied fairly and equitably to all, that they had no leeway in this matter, and that they could consider advocating for changes at the State level to address issues such as these. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to deny the application.

Motion carried unanimously.

APPEAL FOR 2023 SENIOR PROPERTY TAX EXEMPTION; CBOE #SR01; JOSEPH SCOTT WAGNER; ACCOUNT #R007384: Petitioner Joseph Scott Wagner and DAA Hildreth were present for discussion. Commissioner Houck identified no ex parte communication relevant to this appeal, and he confirmed the same from the other commissioners.

DAA Hildreth stated that the application for senior property tax exemption was received by the Assessor’s Office in July. She also stated that the 10-year occupancy requirement had not been met, and that her office denied the application. Further, she explained that the Petitioner was registered to vote in Adams County from October 2012 through November 2014, in Gunnison County from November 2014 through April 2019, in Adams County from April 2019 through June 2020, and in Gunnison County from June 2020 to the present. She spoke with the Colorado Division of Property Taxation, and she was told that the application should be denied based on voter registration information.

Petitioner stated that he was not able to be a resident of Gunnison County during 2012-2014 as he was barred by the County from entering his home due to a driveway issue. Commissioner Houck requested information from the County Attorney’s Office relevant to whether or not the issue of access can be considered as an exception to the statute, and ACA San-Filippo Rosser confirmed that it could not. Furthermore, CA Hoyt stated that the property dispute, settled in May 2023, was related to *how* to access the property, not whether he *could* access the property.

The Board reiterated that there is no exemption to address the voter registration issue, and that application of the law needs to be consistent. **Moved** by Commissioner Smith, seconded, by Commissioner Puckett Daniels to deny the application for Joseph Scott Wagner, Account #R007384. Motion carried unanimously.

ADJOURN: Chairperson Houck thanked the Assessor’s Office and petitioners. He then adjourned the meeting of the Gunnison County Board of Equalization at 9:57 am.

Jonathan Houck, Chairperson

Elizabeth Smith, Vice-Chairperson

Laura Puckett Daniels, Commissioner

Minutes Prepared By:

Katherine Haase, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

**GUNNISON COUNTY BOARD OF EQUALIZATION
MEETING MINUTES
October 31, 2023**

The October 31, 2023 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson	Walter Sorrentino, CBOE Hearing Officer
Elizabeth Smith, Vice-Chairperson	Katherine Haase, Deputy County Clerk
Laura Puckett Daniels, Commissioner	Others Present as Listed in Text
Alex San Filippo-Rosser, Assistant County Attorney	

CALL TO ORDER: Chairperson Houck called the Gunnison County Board of Equalization meeting to order at 8:31 am. Assessor Kristy McFarland, Hearing Officer Walter Sorrentino and Co-Deputy Assessor for Appraisal Alexandra Cohen were present for discussion.

Commissioner Houck thanked the Assessor's Office and Hearing Officer Walter Sorrentino for all their preparation, attendance at hearings, and provision of expert guidance and recommendations. The Board agreed to approve the appeals via one motion after all discussion had taken place. Commissioner Smith requested discussion about appeals such as #53 (R005410) and #99 (R017456), more specifically related to how the Board should approach these types of appeals. In both instances, the Assessor's adjusted recommendations represented lower valuations than what was requested by the petitioners. HO Sorrentino explained that the petitioners know their properties better than anyone else, so he allowed the petitioners' stated values to be upheld, though he agreed to let the Board decide. Commissioner Smith noted opined that following the Assessor's reconsidered value may provide consistency in these types of appeals. Commissioner Puckett Daniels offered that allowing HO Sorrentino's valuations to stand may also provide a sound approach since that approach takes into consideration the detailed conversations that HO Sorrentino has had with the petitioners. Commissioner Houck noted that he was comfortable accepting HO Sorrentino's suggested values and felt that the petitioners would be okay with doing so.

Commissioner Puckett Daniels stated that there were some appeals where HO Sorrentino accepted the Notice of Determination (NOD) value instead of the Assessor's recommended value, and she asked for an explanation of how he arrived at his decisions. She provided appeal #2 as an example, which was heard on 10/19/23. The NOD value was \$255,820, the Assessor's recommended value was \$243,030, and the petitioner's requested value was \$125,000. It was agreed that there may be errors in the spreadsheet supplied to the Board, but that the hearing records were correct and would be relied upon today. ACA San Filippo-Rosser explained that, if a petition is denied, the valuation would remain the same as the Assessor's recommendation. **Moved** by Smith, seconded by Commissioner Puckett Daniels to accept the Hearing Officer recommendations for property appeals to the CBOE as they are presented on the agenda and in the so stated documents today. ACA San Filippo-Rosser added that the approval would signify the granting or denial or denial in part of the petitions. The amendment to the motion was accepted. Motion carried unanimously.

ASSESSOR RECOMMENDATIONS FOR CHANGES TO PROPERTIES NOT APPEALED TO THE CBOE: Assessor McFarland noted that property owners may or may not be aware that their property values were going to be decreased, and that the decisions were made based on evidence brought forward during the CBOE period. The property owners will each receive a letter from the CBOE that outlines any changes.

RECESS: Commissioner Houck recessed the meeting from 8:57 until 9:18 am for ACA San Filippo-Rosser and the CBOE to evaluate the applicable Colorado State Statute as it relates to how the CBOE could approve these identified areas of change.

After Commissioner Houck resumed the meeting, ACA San Filippo-Rosser read the statute language out loud. He also noted that, even though there was no petitioner appeal filed, the CBOE has the jurisdiction to approve these changes and he will assist in notifying the property owners.

Assessor McFarland stated that all proposed corrections were related to errors that were discovered after the NODs were mailed to property owners. Thus, her office has no authority to further change values without the CBOE's approval. All but one instance equated to a reduction in property value.

CDAACohen provided basic information about some of the reasons for the proposed changes. For example, a few Crested Butte area properties were found to be deed restricted, some other properties were determined to not have utilities or views that were comparable to their neighboring properties, and others had incorrect lot sizes.

An appeal was received and logged for R008243, but the owner later stated that they did not wish to appeal and that they only had a question about their property. During the communications, the Assessor's Office discovered that the construction of an addition was found to be complete. This update will result in a higher valuation of \$325,550 for 2024, and CDAACohen asked the CBOE for a decision about whether or

not to also apply the correction to 2023. Commissioner Houck opined that people do know that addition completions change property values, so he did not take issue with raising the value to include the completed structure. Commissioner Smith and Commissioner Puckett Daniels agreed. It was noted that the property has erroneously been assessed at the lower value of \$157,990 for the last couple of years. ACA San Filippo-Rosser confirmed that the CBOE is authorized by statute to raise the value to the corrected level. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to adopt the modified valuations as laid out in the Assessor recommendations for changes to properties not appealed to the CBOE under the authority granted to us by Colorado Revised Statute 39-8-102(1). Motion carried unanimously.

Commissioner Houck again thanked the Assessor’s Office and HO Sorrentino for all their work in bringing this information in front of the CBOE.

ADJOURN: Chairperson Houck adjourned the meeting of the Gunnison County Board of Equalization at 9:36 am.

Jonathan Houck, Chairperson

Elizabeth Smith, Vice-Chairperson

Laura Puckett Daniels, Commissioner

Minutes Prepared By:

Katherine Haase, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

**GUNNISON COUNTY BOARD OF EQUALIZATION
SPECIAL MEETING MINUTES
November 7, 2023**

The November 7, 2023 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Elizabeth Smith, Vice-Chairperson
Laura Puckett Daniels, Commissioner

Matthew Birnie, County Manager
Katherine Haase, Deputy County Clerk
Others Present as Listed in Text

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:32 am.

APPROVAL OF CHAIR'S SIGNATURE; 2023 ABSTRACT OF ASSESSMENT: Co-Deputy Assessor for Administration Vicki Hildreth was present for discussion and requested approval for Commissioner Houck's signature as soon as the report was ready for submission to the State. **Moved** by Commissioner Smith, seconded my Commissioner Puckett Daniels to approve the 2023 Abstract of Assessment and authorize the Chair's signature. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the meeting of the Gunnison County Board of Equalization at 8:33 am.

Jonathan Houck, Chairperson

Elizabeth Smith, Vice-Chairperson

Laura Puckett Daniels, Commissioner

Minutes Prepared By:

Katherine Haase, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

**GUNNISON COUNTY BOARD OF EQUALIZATION
SPECIAL MEETING MINUTES
December 19, 2023**

The December 19, 2023 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Elizabeth Smith, Vice-Chairperson
Laura Puckett Daniels, Commissioner
Matthew Hoyt, County Attorney

Matthew Birnie, County Manager
Katherine Haase, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY BOARD OF EQUALIZATION SPECIAL MEETING:

CALL TO ORDER: Chairperson Houck called the Gunnison County Board of Equalization meeting to order at 1:29 pm.

EXECUTIVE SESSION, PURSUANT TO C.R.S. §§ 24-6-402(4)(B) AND (4)(E)(I): CONFERENCE WITH COUNTY ATTORNEY, DEPUTY COUNTY ATTORNEY OR ASSISTANT COUNTY ATTORNEY TO RECEIVE LEGAL ADVICE RELATED TO APPEALS OF TAXABLE PROPERTY VALUATION DECISIONS BY THE GUNNISON COUNTY BOARD OF EQUALIZATION AND TO DETERMINE POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS RELATED TO APPEALS OF SUCH DECISIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND INSTRUCTING NEGOTIATORS: Moved by Commissioner Houck, seconded by Commissioner Puckett Daniels that we go into executive session pursuant to Colorado Revised Statutes 24-6-402(4)(b) and (4)(e)(I) Conference with County Attorney, Deputy County Attorney and/or Assistant County Attorney to receive legal advice related to appeals of taxable property valuation decisions by the Gunnison County Board of Equalization and to determine positions relative to matters that may be subject to negotiations related to the appeals of such decisions, developing strategy for negotiations, and instructing negotiators. Included in this discussion will be the County Attorney, the Assistant County Attorney and the Deputy County Attorney, the Manager, and the full Board of County Commissioners. Because we are receiving legal advice, there will be no contemporaneous record kept of the meeting. Motion carried unanimously.

The board went into executive session at 1:30 pm. *Executive sessions of the Board of County Equalization are conducted as per C.R.S. 24-6-402(4). This specific session was conducted as per C.R.S. 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 Equalization, that I attended all of the above referenced executive session, that all of the executive session was confined to the topic authorized for discussion pursuant to C.R.S. 24-6-402(4) and that, because in my opinion all of the discussion during the executive session constituted a privileged attorney-client communication, no record of the executive session was required to be kept and no such record was kept.

Date: _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____

Jonathan Houck, Chairperson
Gunnison County Board of Equalization

The Board came out of executive session at 2:21 pm. Moved by Chairperson Houck, seconded by Commissioner Smith to come out of executive session, the participants were consistent with those read into the record, and we maintained being on topic. Motion carried unanimously. Moved by Commissioner Smith, seconded by Commissioner Puckett Daniels to delegate to the County Attorney the authority of the County Board of Equalization to stipulate property tax value for ad valorem tax purposes where the difference between the Board and stipulated values results in taxes, the difference less than \$25,000. Motion carried unanimously.

ADJOURN: Commissioner Houck adjourned the Gunnison County Board of Equalization meeting at 2:23 pm.

Jonathan Houck, Chairperson

Elizabeth Smith, Vice-Chairperson

Laura Puckett Daniels, Commissioner

Minutes Prepared By:

Katherine Haase, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft 11/7/2023 BOCC Meeting Minutes

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The draft 11/7/2023 BOCC meeting minutes are attached for consideration.

Fiscal Impact:

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/29/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 3/5/2024

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
November 7, 2023**

The November 7, 2023 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Elizabeth Smith, Vice-Chairperson
Laura Puckett Daniels, Commissioner
Matthew Hoyt, County Attorney

Matthew Birnie, County Manager
Katherine Haase, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

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

CONSENT AGENDA: **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the consent agenda as presented. Motion carried unanimously.

1. Approval for Alcohol Beverage License #13-37843-000; N D Enterprises LLC dba Crested Butte Country Club, 385 Country Club Drive, Crested Butte, Colorado; 1/14/2024 - 1/14/2025
2. Approval for Alcohol Beverage License #03-15394; Harmels Operations LLC dba Bites & Brews on the Taylor, 6748 County Rd 742, Almont, Colorado; 10/28/2023 - 10/28/2024
3. Approval for Alcohol Beverage License #05-29384-0002; Crested Butte Nordic Council dba CBNC Magic Meadows Yurt, Lower Loop Parcel-Magic Meadow Lot 3, Crested Butte, Colorado; 9/15/2023 - 9/15/2024

ADJOURN: Chairperson Houck adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:34 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:36 am.

AGENDA REVIEW: There were no changes made to the agenda.

SCHEDULING:

1. Approval of a Draft of the 2024 Gunnison County Board of County Commissioners Meeting Schedule. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the draft of the 2024 BOCC Meeting Schedule. Motion carried unanimously.

MINUTES APPROVAL: **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the minutes for August 1, 2023 as presented. Motion carried unanimously.

1. August 1, 2023 Regular Meeting

CONSENT AGENDA: Commissioner Puckett Daniels requested discussion of Item #1, so it was removed from the consent agenda. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the consent agenda, with the exception of Item #1. Motion carried unanimously.

1. **PULLED FOR DISCUSSION (see below):** Approval for Professional Services Agreement; Stephen Otero; for providing assistance to Gunnison County veterans and widows, widowers, and children of veterans; Effective 1/01/2024 - 2/28/2025; \$2,500/mo
2. Approval for Contract Amendment #1 to Colorado Department of Public Health and Environment (CDPHE) contract #2024*0031; Gunnison County Health and Human Services; to support Bridge Access Program activities intended to offer free Coronavirus-19 vaccinations to adults who are uninsured or underinsured; 10/20/2023 - 6/30/2024; \$13,921 increased funding
3. Approval for a National Environmental Health Association (NEHA) Consumer Protection Grant Application; Gunnison County Health and Human Services; for funding to meet voluntary retail food standards; \$17,500
4. Approval for a Buell Foundation Early Childhood Workforce Grant Application; Gunnison Hinsdale Early Childhood Council (GHECC); for help with Early Childcare providers' Sick Leave, Workforce Stipends, Continuing Education Awards, and Food Box programs; funding towards supporting GHECC staff efforts in data collection and raising public awareness; \$100,000
5. Approval for a Colorado Health Foundation Family, Friend, and Neighbor (FFN) Grant Application; Gunnison Hinsdale Early Childhood Council (GHECC); for continued support of Family, Friend, and Neighbor Caregivers in Gunnison and Hinsdale Counties; \$33,000
6. Approval for a Professional Services Agreement; Vaisala Inc, Louisville, Colorado; for Computer Vision technology that detects pavement condition/defects, line marking condition and sign detection for the road network of Gunnison County; 10/06/2023 - 10/05/2024; up to \$10,670

7. Acknowledgment of the County Manager's Signature; Professional Services Agreement; Fehr & Peers, Denver, Colorado; for the Safe Streets for All (SS4A) Safety Action Plan; 10/27/2023 - 10/01/2024; up to \$200,000
8. Acknowledgement of the County Manager's Signature; Access Agreement; Gunnison Conservation District; Permission to access Signal Peak for the purpose of treating invasive Cheatgrass; 9/20/2023 - 11/9/2023

CONSENT AGENDA ITEM #1: Commissioner Puckett Daniels requested discussion about this item, so it was moved from the above consent agenda. Historically, Veteran Services Officer Stephen Otero received a rather small stipend for his work. Execution of this contract will make him a County contractor with significantly increased compensation that is funded by the State. CM Birnie explained that this contract clarifies his position and his relationship to the County. He will continue to receive insurance benefits through the Veteran's Administration. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the Professional Services Agreement with Stephen Otero for providing assistance to Gunnison County veterans and widows, effective January 1, 2024 through February 28, 2025. Motion carried unanimously.

COUNTY MANAGER'S REPORTS:

1. Sawtooth Update. CM Birnie stated that tenants will move into six units next week, with the remainder of the units becoming ready within a week or so after that. One of the upcoming budget discussions will be about Phase II. Phase I has housed several previous residents of Frontierland mobile home park. The County received 60 applications for the 19 units.

REQUEST FOR A LETTER OF SUPPORT; CITY OF GUNNISON WATER TREATMENT PLANT FACILITY AND SYSTEMS IMPROVEMENTS PROJECT: Gunnison City Manager Amanda Wilson, Gunnison Public Works Director David Gardner, Gunnison Water/Wastewater Superintendent Mike Rogers, and Upper Gunnison River Water Conservancy District General Manager Sonja Chavez were present for discussion.

GCM Wilson and UGRWCDGM Chavez went through the presentation that was included in the meeting packet. The City plans to apply to the Colorado River District for \$150,000 to support design costs associated with Project I, which would include modifications to the City's system to proactively address compliance issues. The application requires County support and is due 11/15/2023. The draft letter was discussed, and modifications were agreed upon. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the letter of support with the proposed changes that we have discussed, which are mechanical in nature, and include the full Board signature and authorize use of our signature stamps. Motion carried unanimously.

APPROVAL FOR A TOWNHOMES PLAT; STALLION PARK CONDOMINIUMS, ELK VALLEY 65 AND ELK VALLEY 85 BUILDINGS; SITUATED IN THE E 1/2 OF SECTION 7, TOWNSHIP 14 SOUTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, GUNNISON COUNTY; GUNNISON COUNTY, APPLICANT: Assistant County Manager for Operations and Sustainability John Cattles was present for discussion, and he explained that approval of the plat would clean up some property boundaries and add the County's units into the plat. The condos were completed in 2019, and the County has successfully negotiated with the Homeowner's Association about finalizing the plat. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the townhome plat for the Stallion Park Condominiums, Elk Valley 65 and Elk Valley 85 Buildings and authorize the Chair's signature. Motion carried unanimously.

APPROVAL FOR A LOT CLUSTER; 40 ACRES IN SECTION 34 TOWNSHIP 51N RANGE 3E, 40 ACRES IN SECTION 33 TOWNSHIP 51N RANGE 3E, AND 80 ACRES IN SECTIONS 33 & 34 TOWNSHIP 51N RANGE 3E; OFF THE GRID AT FOSSIL RIDGE LLC, APPLICANT; LUC-23-00036: Planner Rachael Blondy was present for discussion and explained that approval of this item would cluster three different lots, all in excess of 35 acres. The Board didn't express any concerns. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the lot cluster for LUC-23-00036 and authorize the full Board's signatures. Motion carried unanimously.

MINOR IMPACT REVIEW; TERRA VISTA NORTH SUBDIVISION; JOHN AND MARY LOU GREGORY, APPLICANTS; LUC-19-00013: Planning Director Hillary Seminick and applicants John and Mary Lou Gregory were present for discussion. Commissioner Houck noted joint meetings with the Planning Commission have already taken place, so this is the next step in the process.

PD Seminick informed the Board that the application was originally submitted to the County in 2019, and that Commissioner Puckett Daniels was serving on the Planning Commission at the time. On 9/7/2023, the Planning Commission recommended approval of this six-lot subdivision with two conditions: 1) Amend the plat-dedication language to include public easement language to allow for non-motorized transportation, such as walking and cycling, on those areas that are identified as either ditch, utility or access easements; when installed by the County; and 2) Amend the covenants to restrict rental occupancy to three months or longer. Those conditions have been met by the applicant. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Resolution #2023-21 for the minor impact review for LUC-19-

00013. Commissioner Houck amended the motion to include authorization for signature of the whole Board on the documents of approval. Motion carried unanimously.

1. Resolution; Approving Minor Impact Review of the Terra Vista Subdivision on a Tract of Land Within the N1/2 SW1/4 of Section 25, Township 50 North, Range 1 West, New Mexico Principal Meridian, Gunnison County, Colorado; and more Particularly Described in the Warranty Deed Recorded at the Gunnison County Clerk and Recorder on March 30, 2017, Reception No. 645669

BREAK: The meeting recessed from 9:45 to 9:55 am.

UNSCHEDULED PUBLIC COMMENT:

1. Ashley Massow. Ms. Massow submitted an email (ashley.massow@gmail.com) and asked that it be added to this portion of the meeting. Commissioner Houck read the email message into the record. Ms. Massow requested that all language regarding sprinkler systems be removed from County building requirements, as she believes this is cost-prohibitive when building modest homes in the valley.

COMMISSIONER ITEMS:

Commissioner Smith:

1. Ute Mountain Utes Ranch Tour. Commissioner Smith informed the Board that she accepted an invitation from the tribe, and she toured the space on 10/13/23. She listened to County-related concerns that the Utes brought to her, and she felt that it was a good meeting.
2. Crystal River Protections. Commissioner Smith indicated that work continues with the stakeholder group. The summit in Carbondale on 10/26 was very well attended. Future meetings are scheduled, and she plans to attend.
3. Short-Term Rentals. Commissioner Smith informed the Board that a proposed bill related to short-term rentals and reclassifying taxes into a commercial category is being discussed and made it out of the interim committee. There was a good showing of testimony, and she plans to testify in the future if the opportunity arises.
4. Counties & Commissioners Acting Together (CCAT) Fall Retreat. Commissioner Smith attended this retreat last week on the front range. The group discussed cleaning up procedural elements associated with CCAT, short-term rental concerns, and their unanimous support of the real estate transfer tax issue. Colorado is one of only 14 states that does not collect revenues from real estate transfers.
5. Southwest Opioid Regional Council (SWORC). Commissioner Smith stated that the granting process is open, and that SWORC is poised to award up to \$1M across the six-county region. Also, the Attorney General's office has been supporting a monthly data stakeholder group, and she will be presenting to a subgroup that hears proposals related to a statewide data management solution. Some counties and regions have already created their own dashboards, which may help to coordinate information during the ongoing fentanyl crisis.
6. Gunnison Chamber Member Appreciation and Coffee. Commissioner Smith represented the County during this event on 10/30/23.

Commissioner Puckett-Daniels:

1. Mayors & Managers Meeting. Commissioner Puckett Daniels attended this meeting with CM Birnie last week. During the luncheon, updates related to the senior care center and the hospital's long-term financial health were provided.
2. Rural Transportation Authority (RTA) Board Meeting. Commissioner Puckett Daniels informed the Board that she attended this meeting last week.
 - a. Air. Airline sales are pacing well ahead of last winter.
 - b. Ground. A second Bustang bus has been approved and budgeted for, which will provide early-morning service. The bus will be housed in the barn that was constructed in the industrial park south of Riverland. Driver positions are fairly well staffed for the winter, and the provision of Lazy K units was used to recruit additional drivers.
 - c. Strategic Planning. The RTA is working to select a consultant for their strategic planning efforts, and Commissioner Smith volunteered to serve on that committee.
3. Sustainable Tourism and Outdoor Recreation (STOR) Committee. Commissioner Puckett Daniels informed the Board that she attended a recent meeting.
 - a. CB-to-CB South Trail. She received an update on this process during a recent STOR meeting. A total of 71 pages of public comments were received by the Committee, in addition to the survey responses, which will take some time to sort through before the Committee discusses all of the input.
 - b. Strategic Planning. The group discussed strategic planning and priorities. Commissioner Puckett Daniels will meet with the Executive Director of the Metropolitan Recreation (MetRec) District to discuss any overlap between MetRec's strategic priorities and those that the County has identified.
4. Counties & Commissioners Acting Together (CCAT) Housing and Transportation Subcommittees; and the Colorado Counties, Inc. (CCI) Land Use Subcommittee on Removing Barriers. Commissioner Puckett Daniels has been participating in these groups to provide feedback. She indicated that the State is actively seeking feedback regarding how it can

provide better service. CM Birnie stated that the feedback has been compiled and is ready to submit, and he will share that information with her outside of the meeting.

Commissioner Houck:

1. GMUG Forest Plan Revision Comments. Commissioner Houck stated that he and CA Hoyt have finished and submitted Gunnison County's comments. He has learned that the Forest Service received quite a few objections from a broad swath of 55 other stakeholders.
2. Gunnison County Benefest Appreciation. Commissioner Houck gave thanks for the recent Benefest event. He stated that the annual event gives employees a better understanding of their benefits and how they can best utilize them. He also stated that he's very appreciative of Human Resources Director Lauren Trautz's leadership.

REVIEW OF PROPOSED AMENDMENTS TO THE GUNNISON COUNTY LAND USE RESOLUTION (LUR): Assistant County Manager for Community and Economic Development Cathie Pagano, Planning Director Hillary Seminick and Building/Environmental Health Official Crystal Lambert were present for discussion.

ACM Pagano provided an overview of the amendments, as described in the memorandum included in the meeting packet. She noted that some changes are court-ordered as the result of the Tyzzer v. Gunnison County case, while others provide clean-up and aren't all that controversial. More substantial changes are expected to come in 2024. CA Hoyt suggested that the Board treat today's discussion as a quasi-work session in which the information would be presented for discussion only. The information contained within the packet was presented to the Board, and the Board made no formal direction to staff. CA Hoyt explained that proposed amendments are required, by statute, to be reviewed by the Planning Commission before proceeding to the Board during a public hearing. The Planning Commission will review the proposed changes during its next meeting, and the Board is then scheduled to hold the related public hearing on 12/19/23.

BREAK: The meeting recessed from 11:41 to 11:45 am.

REVIEW AND APPROVAL FOR A PROPOSED RESOLUTION; ADOPTING THE 2021 EDITIONS OF THE "INTERNATIONAL BUILDING CODE," THE "INTERNATIONAL RESIDENTIAL CODE," THE "INTERNATIONAL MECHANICAL CODE," THE "INTERNATIONAL FUEL GAS CODE," THE "INTERNATIONAL ENERGY CONSERVATION CODE," THE "INTERNATIONAL EXISTING BUILDING CODE," AND THE "COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE," WITH AMENDMENTS, AND AMENDMENTS TO THE 2021 EDITION OF THE INTERNATIONAL WILDLAND-URBAN INTERFACE CODE": ACM Pagano, PD Seminick, BEHO Lambert, and ACM Cattles were present for discussion.

BEHO Lambert gave a brief history of the reviews and approvals from the Board and the Planning Commission. After the Board provided initial input, the Planning Commission held three work sessions to further discuss the proposed amendments. The draft resolution before the Board today includes all changes recommended by the Planning Commission. BEHO Lambert stated that the County is currently working with the 2015 building code editions, and that adoption of the resolution today would update the County's building code requirements to match the 2021 building codes and adopt amendments to previously adopted codes.

CA Hoyt informed the Board that, because this discussion was scheduled as a formal public hearing, the Board should follow the County's formal public hearing process.

BREAK: The meeting recessed from 11:51 until 12:55 pm in order to hold the below Public Hearing.

1. Open Public Hearing. Chairperson Houck opened the Public Hearing at 11:51 am.
2. Public Notice Confirmation. BEHO Lambert confirmed that the Public Hearing had been properly public noticed.
3. Identify Ex Parte Communications. There were no ex parte communications identified. Commissioner Puckett Daniels indicated that she had shared information about today's meeting with a member of the public, but that she did not receive any information from the person.
4. Staff Presentation. BEHO Lambert highlighted the following modifications contained within the approval of the draft resolution.
 - a. International Existing Building Code. This is a new code that her department has been unofficially utilizing, and the resolution would make that use official.
 - b. Colorado Model Electric Ready and Solar Ready Code. This was developed by the Colorado Energy Code Board and mandated by HB 22-1362. Staff has further proposed amendments to this code, if adopted.
 - c. Wildland-Urban Interface Code Amendments. Some of the suggested amendments originally came from working with customers who had tried to work with the code and then

ran into issues related to covered porches and covered decks. Amendments also include complete removal of the requirements related to residential automatic sprinklers within this code.

- d. Board of Appeals and Board of Adjustment. BEHO Lambert stated that her department worked closely with CA Hoyt to arrive at the proposed language to ensure that the language is aligned appropriately.
 - e. Residential Code and International Energy Conservation Code. BEHO Lambert noted that the proposal includes energy-efficiency provisions of the Residential Code and provisions in the International Energy Conservation Code that go above the actual codes. Adopting these amendments will help to achieve the County's strategic result related to climate. Her department worked closely with ACM Cattles and the Planning Commission to create the language. Those above-code amendments include:
 - i. Energy Rating Index (ERI). BEHO Lambert stated that, within the codes, one of the pathways for compliance with energy-efficiency provisions is to get an ERI rating. To date, no one has sought an ERI rating, and staff is promoting this potentially cost-saving option. ACM Cattles opined that utilization of this option when building larger homes could eventually normalize its use in the valley, which would lead to it becoming easily available to people who are building smaller homes. BEHO Lambert explained that this rating approach will be required for new residences in excess of 5,000 sq. ft, while it will be available to all home sizes. The planning review fee will also be lower, due to the decreased need for review time.
 - ii. Outdoor Heated Driveways, Walkways, Patios, and Decks. These will be prohibitive as it creates a high level of greenhouse gas emissions.
 - iii. Heaters for Pools and Spas. Gas-fired heaters will be prohibited. Only heat pumps will be allowed for pools, and spas will be heated by high-efficiency systems. Also, spas will be required to have covers with a minimum R12 value for insulation.
 - iv. Heated Gutters for Roof Snowmelt. Heaters gutters will be required to have controls that only activate the heater when temperatures drop to below 40 degrees and when water/ice is detected.
5. Applicant Presentation. N/A
 6. Board Questions. The Board did not ask for any clarification.
 7. Public Comments. Chairperson Houck opened the Public Hearing to comments at 12:05 pm.
 - a. John Stock; High Mountain Concepts, LLC. Mr. Stock, owner of High Mountain Concepts, felt that the energy calculations relevant to the heated driveways needed to be reconsidered as he believed they were incorrect. He also stated that achieving the energy rating is difficult and too expensive. He said that this will burden people who work in the valley, as it will prevent them from being able to afford to live here and purchase homes. Lastly, he said that we do not have the resources in the valley that these systems require, which will increase prices. Thus, he feels that good intentions need to be weighed against the livability in the community.
 - b. Philip (no last name provided), High Mountain Concepts, LLC. Philip stated that achieving the Home Energy Rating System (HERS) ratings isn't possible using electric resistance - - you would need to use internal back-up systems within the heat pump systems, which would require purchasing the highest level of heat pump systems available and still not be efficient enough to heat the second floor. He does not believe that the County has received accurate information regarding these systems.
 - c. Andy Tocke, Little Foot Building. Mr. Tocke owns Little Foot Building and is a newly certified HERS rater. He stated that Crested Butte is implementing HERS ratings as one of many requirements for new construction, and achieving those HERS ratings will require up to four visits to a house. He asked for HERS score information that the County will require, and BEHO Lambert informed him that 51 will be required. He stated that achieving the HERS ratings will cost approximately \$2,500 for a smaller house and up to \$5,000 for a larger house that is over 5,000 sq. ft. He believes it will be important to understand what it will take to achieve the rating, as it will be challenging and there will continue to be a learning curve.
 - d. Brett (no last name provided), Professional Contractors, Inc. Brett introduced himself by saying that he has been building in the valley for 18 years, and he has been building to the 2021 building codes for several of those years. He stated that adoption of these codes will not substantially change what he does, but he noted that the County is consistently adding more codes and requirements, which does add cost. He stated that the middle class is not able to build in this valley, due to regulations and engineering costs, and he feels like the wealthy are being catered to and encouraged while the middle class is being forced out of the valley. Two clients have backed out on their large-home projects with him due to regulations and the high cost of permits, and each house would have cost around \$1.5M. Lastly, he said that he needs to replace his faulty septic system, and the

required permits have pushed his timeline out to having to install the new system in the winter. He feels that this represents enforced inflation.

- e. John Stock; High Mountain Concepts, LLC (continued). Mr. Stock replied to the input provided by Andy Tocke. He opined that mechanical engineers should not be hired for small houses. He has hired mechanical engineers on \$10M house projects, but not on smaller homes.
- f. Ashley Massow (email). Commissioner Houck read Ms. Massow's email into the record. (Note: It was originally mentioned for the record during the Unscheduled Public Comment portion of the meeting.) The email read: "Hello - I would like to submit a public comment in support of the removal of all language having to do with requiring sprinkler systems. Requiring sprinkler systems is extremely cost prohibitive for people living and building modest homes in Gunnison County as their primary residence (not second homeowners hiring high-end architects). Thank you, Ashley Massow, ashley.massow@gmail.com, (847) 858-1906.

8. Acknowledge Correspondence Received. No additional correspondence was identified.

9. Applicant Response.

- a. ACM Cattles noted that our requirements are not the same as those required by the Town of Crested Butte. He noted that the County would be adopting the 2021 codes which, other than the requirements related to driveways, aren't more restrictive. He stated that nothing in the codes required all-electric energy or that says you cannot have electric-resistant heating. He also stated that the codes do not require the hiring of a mechanical engineer.
- b. BEHO Lambert stated her agreement that review times is an issue that can be evaluated, and Commissioner Smith informed the audience that this issue is also being considered at the State legislative level.
- c. Commissioner Smith acknowledged the comments provided that were related to theoretical versus actual energy savings and energy performance. She also stated that requirements pertaining to houses in excess of 5,000 sq. ft. will help to create the service availability in the community, which will eventually be realized by the builders of smaller homes if/when the requirements within future codes apply to smaller homes too. ACM Cattles agreed, and he stated that we are trying to be proactive based on how we have seen code requirements change over time.
- d. Commissioner Puckett Daniels noted that a lot of the tension is related to the difference between local regulations and State regulations, as we have the option to adopt certain regulations, while others are imposed on the County without choice. ACM Pagano reiterated that statement. Input related to removing barriers to housing is something that the commissioners can elevate to State legislators, so she appreciates the feedback. She also asked staff about the costs associated with achieving a rating of 51, and ACM Cattles explained that the prescriptive pathway should lead to the rating of 51, but that national studies have shown that the performance option with tradeoffs may achieve the rating of 51 at a reduced cost.
- e. ACM Pagano stated that the County has hired an additional inspector, which should help to reduce review times. She also stated that Gunnison County has some of the shortest review times across Colorado.
- f. ACM Cattles stated that the County was not required to utilize the 2021 code to build the Sawtooth housing, but that the 2021 code was used and the prescriptive pathway was selected for achieving the energy rating. Heat pumps were used, and all insulation requirements were met. The costs were negligible at \$3,000 cost per unit.
- g. Commissioner Puckett Daniels acknowledged the comments provided by Brett (above), and she said that her personal values align with his statements. She also explained that, while no decisions have been made, the Board previously recommended that staff explore: 1) Consider using some 2024 funds toward performance path review costs for income-qualified homeowners up to an annual limit; and 2) Support the allocation of funding for the development of some model home plans, including single-family and multi-family, for detailed pre-approved assemblies for walls, roofs and other details that are code compliant.
- h. CM Birnie noted that the high cost associated with building and buying homes is not limited to Gunnison County, and that our regulations are not the primary driver of increased local costs.
- i. Commissioner Houck reiterated others' comments, and he acknowledged the high cost of living in the Gunnison valley. He lives in a modestly sized 1,600 sq. ft. home here in Gunnison where he and his wife raised two children, and the cost to build that size of home anywhere in the valley today would be at least \$250k, not including the land, tap fees, etc. He also stated that commissioners across Colorado are echoing the same concerns about the high costs associated with building in their communities, regardless of regulations and fees.

10. Close Public Hearing. Chairperson Houck closed the Public Hearing at 12:55 pm and immediately reconvened the Gunnison County Board of County Commissioners Meeting.

Moved by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the proposed Resolution #2023-22 adopting the 2021 editions of the building code as presented in the record, including the amendments as presented in the record. Motion carried unanimously.

ADJOURN: Commissioner Houck adjourned the meeting at 12:56 pm.

Jonathan Houck, Chairperson

Elizabeth Smith, Vice-Chairperson

Laura Puckett Daniels, Commissioner

Minutes Prepared By:

Katherine Haase, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

**GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES
BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 23 – 21**

**A RESOLUTION APPROVING MINOR IMPACT REVIEW OF THE TERRA VISTA
SUBDIVISION ON A TRACT OF LAND WITHIN THE N1/2 SW1/4 OF SECTION 25,
TOWNSHIP 50 NORTH, RANGE 1 WEST, NEW MEXICO PRINCIPAL MERIDIAN,
GUNNISON COUNTY, COLORADO; AND MORE PARTICULARLY DESCRIBED IN
THE WARRANTY DEED RECORDED AT THE GUNNISON COUNTY CLERK AND
RECORDER ON MARCH 30, 2017, RECEPTION NO. 645669**

WHEREAS, the Applicant, John and Mary Lou Gregory, submitted a Land Use Change Permit for a Minor Impact review of the Terra Vista Subdivision on April 15, 2019 for a six-lot subdivision of 0.49 to 0.56 acre lots, to be accessed from CO-135 from Hatcher Way and served by domestic wells and North Gunnison Sewer and electric. The Application was deemed complete on November 23, 2021; and

WHEREAS, on January 21, 2020, the Gunnison County Board of County Commissioners ("BOCC") approved Resolution 2020-04, Reception No. 664717 which reduced right-of-way standards from 60 feet to 40 feet wide; and,

WHEREAS, A copy of the complete application was sent via electronic mail on August 4, 2022 to the following agencies: Gunnison County Public Works, Gunnison County Environmental Health and Building Official, Colorado Division of Water Resources, Colorado Parks and Wildlife, Colorado Department of Transportation, Gunnison Fire Protection District, City of Gunnison Community Development Department. Referral agency approval conditions have been incorporated in the Conditions of Approval within this Resolution; and

WHEREAS, the Application was initially classified as a Major Impact project. The Planning Commission determined that the Application meets the standards of Land Use Resolution ("LUR") Section 3-111 Classification of Impact for an impact classification reduction from a Major Impact Review to a Minor Impact review at an October 6, 2022 work session. A subsequent site visit and work session was held on December 1, 2022; and

WHEREAS, a joint public hearing was conducted by the Planning Commission and BOCC on January 19, 2023 and continued several times. At the final Joint Public Hearing, the Planning Commission approved a

Recommendation of Approval, with conditions and forwarded said Recommendation to the BOCC for their review; and

WHEREAS, the BOCC on November 7, 2023, received and reviewed the Planning Commission Recommendation and considered the Recommendation in evaluating the request and intends to approve the request by the adoption in full of the Planning Commission's September 7, 2023 Recommendation, with the following Findings and Conditions of Approval:

FINDINGS:

The BOCC finds that:

1. The Planning Commission has classified the application as a Minor Impact Project, based upon the impact classification criteria found in LUR Section 3-111 Classification of Impact.
2. The land use change complies with all applicable requirements of the Gunnison County Land Use Resolution and LUR Section 6-103: Standards of Approval for Minor Impact Projects.
3. This review and recommendation incorporates, but is not limited to, all the documentation submitted to the County and included within the Planning Office file relative to this application; including all exhibits, references and documents as included therein.

CONDITIONS OF APPROVAL:

1. The approval shall be memorialized by BOCC Resolution. Approval shall not be effective until the Resolution is recorded with the Office of the Gunnison County Clerk and Recorder.
2. The plat will identify a public easement to allow for non-motorized transportation, such as walking and cycling, on those areas that are identified as either ditch, utility or access easements; when installed by the county.
3. Rental occupancy shall be restricted to periods of three months or longer.
4. Terra Vista North Subdivision provides access to the six individual lots via Hatcher Way from State Highway 135. At the time of construction each lot shall be required to apply for and obtain a driveway access.
5. The landscaping plan per LUR Section 13-111 shall utilize the abundant existing vegetation on site. At a minimum at least one tree and three shrubs will be installed per 500 square feet of lot size. If it is determined additional vegetation is required, native vegetation will be planted. This will include but not limited to: Spruce varieties, Cedar, Aspen, and shrub varieties that a drought resistant type such as Potentials, Mountain Mahogany and existing Rose Hips. No vegetation shall exceed 30 inches within 15 feet of the existing roadways. Snow storage setbacks as platted will be respected and not encroached upon by vegetation. All landscaping will be performed in a manner that creates privacy among individual lots.
6. The entire service line to the manhole shall be the responsibility of the owner of lot #4. If at any point during installation the service line is less than 6' below grade, 2" insulation board will have to be installed over the line.
7. The Applicant shall execute and fund with Gunnison County a Development Improvement Agreement acceptable to Gunnison County in form and substance, and amount and type of security pursuant to Section 16-118: Development Improvement Agreement Required.
8. This permit is limited to activities described within the "Project Summary" of this application, and as depicted on the Site Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the Gunnison County Land Use Resolution.
9. A mylar subdivision plat, in compliance with Section 6-105, Gunnison County Land Use Resolution, shall be provided to the Community Development Department, for signature by the BOCC. Approval shall not be effective until and unless the plat is recorded with the Office of the Gunnison County Clerk and Recorder.
10. To avoid wildlife conflicts, the management of outside pet food, bird feeders, and the storage of household waste should be given a high priority. It is recommended that bear resistant trash containers be required for use in any new development in the Gunnison Basin.
11. Disturbed areas must be reseeded with an appropriate seed mix. Colorado Parks and Wildlife (CPW) and/or the Natural Resources Conservation Service (NRCS) are available to help identify an appropriate seed mix.
12. Property owners must control or attempt to eradicate any noxious weeds that occur on the property. A list of noxious weeds may be found in the Colorado Noxious Weed list: www.colorado.gov/pacific/agconservation/noxious-weed-species. The Gunnison County Weed Management Program should be contacted (970-641-4393) for additional information and technical assistance.
13. Pursuant to Section 11-106 G.3.d.1. of the Gunnison County Land Use Resolution, dogs and cats must be kept under appropriate control, by means which may include kenneling or other physically secure methods to ensure that negative effects to wildlife from pets do not occur. This includes construction workers' pets.
14. Pursuant to Section 11-106 G. e. of the Gunnison County Land Use Resolution, unless pre-empted by Federal or State law, all non-indigenous gallinaceous game-birds (including but not limited to pheasants, chukar, and quail), shall be imported only from a source certified by the State of Colorado to be disease free. Prior to importation of any species of gallinaceous game-birds to this

parcel, the person proposing such action shall submit a list of species, with numbers proposed, and a disease certification, with a listing of diseases certified, from the source proposed. No importation (movement onto the property) of any wild birds, as defined above, shall occur without written approval by Gunnison County.

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that Minor Impact Land Use Change Permit No. LUC-19-00013 is approved, subject to each and all conditions, as identified above.

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 Smith, seconded by Commissioner Daniels, and adopted this 7th day of November, 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

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

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 23-22**

A RESOLUTION ADOPTING THE 2021 EDITIONS OF THE "INTERNATIONAL BUILDING CODE," THE "INTERNATIONAL RESIDENTIAL CODE," THE "INTERNATIONAL MECHANICAL CODE," THE "INTERNATIONAL FUEL GAS CODE," THE "INTERNATIONAL ENERGY CONSERVATION CODE," THE "INTERNATIONAL EXISTING BUILDING CODE," AND THE "COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE," WITH AMENDMENTS, AND AMENDMENTS TO THE 2021 EDITION OF THE "INTERNATIONAL WILDLAND- URBAN INTERFACE CODE"

WHEREAS, pursuant to C.R.S. § 30-28-201, *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," the "International Energy Conservation Code," and the 2021 edition of the "International Wildland-Urban Interface Code"; and

WHEREAS, pursuant to C.R.S. § 30-28-211, *et. seq.*, "a board of county commissioners that has adopted and enforced one or more building codes, and that updates one or more building codes on or after July 1, 2023, and before July 1, 2026 shall adopt and enforce an energy code that achieves equivalent or better energy performance than the 2021 international energy conservation code and the model electric ready and solar ready code language developed for adoption by the energy code board pursuant to section 24-38.5-401(5) at the same time other building codes are updated"; and

WHEREAS, the Board has reviewed the 2021 editions of the "International Building Code," the "International Residential Code," the "International Mechanical Code," and the "International Fuel Gas Code," the "International Energy Conservation Code," the "International Existing Building Code," and the "Colorado Model Electric Ready and Solar Ready Code" and the amendments to those codes, and the amendments to the 2021 edition of the "International Wildland-Urban Interface Code" (herein collectively the "2021 code update"); and

WHEREAS, the Board has determined that adoption of the 2021 code update establishes 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 the 2021 code update and has recommended adoption to the Board; and

WHEREAS, pursuant to C.R.S. § 30-28-204, the Board conducted a public hearing on the 7th day of November, 2023 after notice was published in a newspaper of general circulation in the county at least fourteen days prior to said hearing;

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 effective January 1, 2024, except for item 8 below which shall be effective immediately:

1. The "International Building Code", 2021 edition, with the amendments as set forth in Appendix "A" attached hereto and incorporated herein;
2. The "International Residential Code", 2021 edition, with the amendments as set forth in Appendix "B" attached hereto and incorporated herein;
3. The "International Mechanical Code", 2021 edition, with the amendments as set forth in Appendix "C" attached hereto and incorporated herein;
4. The "International Fuel Gas Code", 2021 edition, with the amendments as set forth in Appendix "D" attached hereto and incorporated herein;
5. The "International Energy Conservation Code", 2021 edition, with the amendments as set forth in Appendix "E" attached hereto and incorporated herein;
6. The "International Existing Building Code", 2021 edition, with the amendments as set forth in Appendix "F" attached hereto and incorporated herein;
7. The "Colorado Model Electric Ready and Solar Ready Code" with amendments as set forth in Appendix "G" attached hereto and incorporated herein;
8. Amendments as set forth in Appendix "H" attached hereto and incorporated herein to the International Wildland-Urban Interface Code, 2021 edition previously adopted in Resolution No. 22-33.

The previously adopted 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" are superseded, effective January 1, 2024, by this action.

INTRODUCED by Commissioner Daniels, seconded by Commissioner Smith, and adopted this 7th day of November, 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

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

ATTACHMENT A
AMENDMENTS TO THE INTERNATIONAL BUILDING CODE, 2021 EDITION

Section 101.1 Title: Replace [Name of Jurisdiction] with "Gunnison County".

Section 101.4.3 Plumbing: Amend the last sentence to the following: The provisions of the *International Private Sewage Disposal Code* Gunnison County On-site Wastewater Treatment System Regulations shall apply to ~~private sewage disposal systems~~ on-site wastewater treatment systems.

Section 105.2 Work exempt from permit:

Amend the following items in this section as follows:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided that the floor area is not greater than ~~120~~ 200 square feet. The placement and siting of such structures on a parcel shall be required to comply with the *Gunnison County Land Use Resolution*, including but not limited to, Article 11: Resource Protection Standards and Article 13: Project Design Standards.

Add the following item under Building, as item #11:

11. Non-residential buildings or portions of such buildings which are agricultural structures as defined in the *Gunnison County Land Use Resolution* and are part of an agricultural operation as defined in the *Land Use Resolution*. Requests for agricultural exemptions will be reviewed and approved by the Gunnison County Community Development Department prior to construction.

Section 105.5.1 Expiration: Add the following paragraph: All below grade excavation done in advance of construction shall be filled and made safe within thirty (30) days of an abandoned project. Where construction has advanced beyond excavation all foundation work and above grade construction shall be secured against the weather and the construction site shall be otherwise returned to that condition as existed before the permit was issued.

Section 109.2 Schedule of permit fees: Replace the paragraph with the following:

On buildings, structures, or alterations requiring a permit, a fee for each permit shall be paid as determined in accordance with Appendix AL Permit Fee of the International Residential Code, 2021 edition.

Section 109.3 Building permit valuations: The following paragraphs shall be added: In order to determine the valuation for the various types of construction, building permit valuation may be established according to the Building Valuation Data schedule as set forth in the most recent issue, at the time of the issuance of the building permit, of the Building Safety Journal, published by the International Code Council with a regional multiplier of 2.8 applied.

Section 109.4 Work commencing before permit issuance: Replace with the following: Any person who commences work before obtaining the necessary permits shall be subject to 100 percent (100%) of the building permit and plan review fees in addition to the required permit fees.

Section 109.5 Related fees: Add the following sections:

Section 109.2.1 Plan review fees: A plan review fee shall be paid to cover the cost of review by the Gunnison County Community Development Department. The plan review fee shall be 65 percent (65%) of the building permit fee, except the plan review fee for residential projects shall be 30 percent (30%) of the building permit fee. Additional plan review required by changes or revisions to the plans shall be charged a fee of \$150.00 and review time beyond two hours shall be assessed at a rate of \$100 per hour. If an independent plan review is required by the Building Official, the actual cost of such review along with administrative costs assessed at a rate of \$75.00 per hour will be charged.

Section 108.2.1.1 Energy Rating Index: The plan review fee shall be 22 percent (22%) of the building permit fee for projects that utilize the Energy Rating Index option complying with Section N1106.

Section 109.6 Refunds: Add the following refund policy:

The Building Official is authorized to refund the building permits fees as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. Not more than 80 percent (80%) of the building permit fee paid when no work has been done under a permit.

The Building Official is not authorized to refund any fee paid, except upon written application by the original permittee not later than 180 days after the date of fee payment.

Section 109.7 Re-inspection fees: Add the following section and paragraph:

A fee for re-inspection will be calculated at \$75 per hour plus mileage to and from the site.

Section 113 Means of Appeals, Section 113.1 General: Replace with the following: The Gunnison County Board of Appeals pursuant to C.R.S. § 30-28-118 shall be the Gunnison County Board of Adjustment as described in the *Gunnison County Land Use Resolution Section 8-103: Appeals*.

ATTACHMENT B
AMENDMENTS TO THE INTERNATIONAL RESIDENTIAL CODE, 2021 EDITION

Section R101.1 Title: Replace [Name of Jurisdiction] with "Gunnison County".

Section R105.2 Work exempt from permit: Add the following sentence to item #1: The placement and siting of such structures on a parcel shall be required to comply with the *Gunnison County Land Use Resolution*, including but not limited to *Article 11: Resource Protection Standards* and *Article 13: Project Design Standards*.

Section 105.5.1 Expired work: Add the following section:

All below grade excavation done in advance of construction shall be filled and made safe within thirty (30) days of an abandoned project. Where construction has advanced beyond excavation all foundation work and above grade construction shall be secured against the weather and the construction site shall be otherwise returned to that condition as existed before the permit was issued.

Section R108.2 Schedule of permit fees: Replace the paragraph with the following: On buildings, structures, or alterations requiring a permit, a fee for each permit shall be paid as determined in accordance with Appendix AL Permit Fee.

On mechanical only work requiring a permit, the fee shall be the mechanical project valuation multiplied by 0.0075 and the minimum permit fee is \$55.00.

Section R108.3 Building permit valuations: The following paragraph shall be added: In order to determine the valuation for the various types of construction, building permit valuation may be established according to the Building Valuation Data schedule as set forth in the most recent issue, at the time of the issuance of the building permit, of the *Building Safety Journal*, published by the International Code Council with a regional multiplier of 2.8 applied. For residential structures greater than 5,000 square feet it is the applicant's responsibility to provide the Building Permit valuation.

Section R108.4 Related fees: Add the following sections:

R108.4.1 Plan review fees: A plan review fee shall be paid to cover the cost of review by Gunnison County Community Development Department. The plan review fee shall be 30 percent (30%) of the building permit fee, except the plan review fee shall be 22 percent (22%) for projects utilizing the Energy Rating Index approach, in accordance with Section N1106. Additional plan review required by changes or revisions to the plans shall be charged a fee of \$150.00 and review time beyond two hours shall be assessed at a rate of \$100.00 per hour. If an independent plan review is required by the Building Official, the actual cost of such review along with administrative costs assessed at a rate of \$75.0 per hour will be charged.

R108.4.2 Application fee: A non-refundable application fee of \$250.00 is due at the time of application submittal and is to be applied to the building permit fee at the time of issuance. The \$250.00 application fee will be forfeit if the permit is not issued within 12 months of the application submittal date.

Section R108.5 Refunds:

The Building Official is authorized to refund the building permits fees as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. Not more than 80 percent (80%) of the building permit fee paid when no work has been done under a permit.

The Building Official is not authorized to refund any fee paid except upon written application by the original permittee not later than 180 days after the date of fee payment.

Section R108.6 Work commencing before permit issuance: Replace with the following:

Any person who commences work before obtaining the necessary permits shall be subject to 100 percent (100%) of the building permit and plan review fees in addition to the required permit fees.

Section R112 Board of Appeals, Section R112.1 General: Replace with the following: The Gunnison County Board of Appeals pursuant to C.R.S. § 30-28-118 shall be the Gunnison County Board of Adjustment as described in the *Gunnison County Land Use Resolution Section 8-103: Appeals*.

Table R301.2 Climatic and Geographic Design Criteria: Amend to add the following values in the spaces provided.

Ground Snow Load: Varies. The value of roof (or other) snow load shall be equal to the "recommended basic snow load" as defined in the "2016 Colorado Design Snow Loads", prepared by the "Structural Engineers Association of Colorado". ASCE 7 procedures shall be used to determine roof snow loads.

Wind Design:

Speed (mph): 104, 3-second gust for exposure C.
Topographic effects: No
Special wind region: No Windborne debris zone: No

Seismic Design Category: C for soil site class D Subject to Damage from:

Weathering: Severe
Frost line depth: 36"
Termite: Slight

Ice Barrier Underlayment Required: Yes

Flood Hazards: 1989, Resolution 89-31, 2013 Firm maps

Air Freezing Index: 3447 (BF-days-100year) Mean

Annual Temp: 37.2F

Manual J Design Criteria:

Elevation feet: 7,674 at Automated Weather Observing System Altitude correction factor: 0.75
Latitude degrees north: 39 Coincident wet bulb: 52
Indoor winter design dry-bulb temperature: 70 Outdoor winter design dry-bulb temperature: -22 Heating temperature difference: 92
HDD65/CDD50: 9.03
Cooling daily range: High
Indoor summer design relative humidity: 50% Summer design grains at 50% RH: -54
Indoor summer design dry-bulb temperature: 75 Outdoor summer design dry-bulb temperature: 81 Cooling temperature difference: 6

Section R302.5.1 Opening protection: Add the following at the end of the last sentence: The door in a closed position shall be fitted or gasketed to prevent exposure from potential gases.

Section R303.3 Bathrooms: Amend to read as follows:

Bathrooms, water closet compartments, and other similar rooms shall be provided with mechanical ventilation with minimum ventilation rates of 50 cubic feet per minute for intermittent ventilation or 20 cubic feet per minute for continuous ventilation. Ventilation air from the space shall be exhausted to the outside.

Section R313.1 Townhome automatic sprinkler systems: Delete the entire section

Section R313.2 One- and two-family dwellings automatic sprinkler systems: Delete the first sentence and replace with the following:

An automatic sprinkler system shall be installed in one-family dwellings when the Gross Floor Area, including attached utility areas and garages, exceeds 3,600 square feet.

Section N1101.13 Application: Add the following Exception to this section:

Exception #2: New one-family dwellings greater than 5,000 square feet Gross Floor Area shall comply with Section N1101.13.5 and Section N1101.13.3.

Section N1103.9 Snow melt and ice system controls: Replace this section with the following:

Exterior heated walking surfaces, parking areas and driveways are prohibited. All other snow and ice melt systems, supplied through energy service to the building, shall include automatic controls that only activate when the temperature is less than 40° F (4.8° C) and when water is detected.

Section N1103.10.1 Heaters: Delete the last sentence and add the following:

Gas-fired heaters for pools and spas are prohibited. Pools shall be heated with a heat pump system only. Spas, when heated by a separate appliance, shall utilize high efficiency systems.

Section N1103.10.3 Covers: Delete the exception and add the following to the last sentence of the section: Spas are required to have a cover with a minimum R-value of 12.

Section N1106.1 Scope: Add the following to the end of the sentence: Developed per ANSI/RESNET/ICC 301.

Section N1106.4 Energy Rating Index: Amend the section to the following:

The Energy Rating Index (ERI) shall be determined in accordance with the ANSI/RESNET/ICC 301 standard.

Section G2445 Unvented room heaters: Replace section with the following:

Unvented room heaters utilizing fuel combustion are prohibited in all locations throughout all occupancies.

Appendix AF Passive Radon Gas Controls: Include the entire section.

Appendix AL Permit Fees: Include the entire section.

Appendix AQ Tiny Houses: Include the entire section.

Appendix AR Light Straw-clay Construction: Include the entire section.

Appendix AS Strawbale Construction: Include the entire section.

ATTACHMENT C
AMENDMENTS TO THE INTERNATIONAL MECHANICAL CODE, 2021 EDITION

Section 101.1 Title: Replace [Name of Jurisdiction] with "Gunnison County".

Section 109.2 Schedule of permit fees: Add the following:

The permit fees shall be established by multiplying the project valuation by 0.0075 and the minimum permit fee shall be \$55.00. The plan review fee, where plan review is needed, shall be 65 percent (65%) of the permit fee.

Section 113 Means of Appeals, Section 113.1 General: Replace with the following: The Gunnison County Board of Adjustment shall hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code.

Section 114.1 Board of Appeals: Replace with the following:

The Gunnison County Board of Appeals pursuant to C.R.S. § 30-28-118 shall be the Gunnison County Board of Adjustment as described in the *Gunnison County Land Use Resolution Section 8-103: Appeals*.

ATTACHMENT D
AMENDMENTS TO THE INTERNATIONAL FUEL GAS CODE, 2021 EDITION

Section 101.1 Title: Replace [Name of Jurisdiction] with "Gunnison County".

Section 113 Means of Appeal, Section 113.1 General: Replace with the following: The Gunnison County Board of Appeals pursuant to C.R.S. § 30-28-118 shall be the Gunnison County Board of Adjustment as described in the *Gunnison County Land Use Resolution Section 8-103: Appeals* and shall hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code.

Section 303.3 Prohibited locations: Delete exceptions 3 and 4.

Section 501.8 Appliances not required to be vented: Delete items number 8 and 10.

Section 621 Unvented room heaters: Delete all subsections of 621 and replace with the following:

Unvented room heaters utilizing fuel combustion are prohibited in all locations throughout all occupancies.

ATTACHMENT E
AMENDMENTS TO THE INTERNATIONAL ENERGY CONSERVATION CODE, 2021 EDITION

Section C101.1 Title: Replace [Name of Jurisdiction] with "Gunnison County".

Section C110 Board of Appeals, Section C110.1 General: Replace with the following: The Gunnison County Board of Appeals pursuant to C.R.S. §30-28-118 shall be the Gunnison County Board of Adjustment as described in the *Gunnison County Land Use Resolution Section 8-103: Appeals* and shall hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code.

Section C403.13.2 Snow- and ice-melt system controls: Replace with the following: Exterior heated walking surfaces, parking areas and driveways are prohibited. All other snow- and ice- melt systems, supplied through energy service to the building, shall include automatic controls that only activate when the temperature is less than 40· F (4.8· C) and when water is detected.

Section C404.8.1 Heaters: Delete the last sentence and add the following:
Gas-fired heaters for pools and spas are prohibited. Pools shall be heated with a heat pump system only. Spas, when heated by a separate appliance, shall utilize high efficiency systems.

Section C404.8.3 Covers: Delete the exception and add the following to the last sentence of the section:
Spas are required to have a cover with a minimum R-value of 12.

Section C408.2 Mechanical systems and service water-heating systems commissioning and completion requirements, Exception 1: Replace paragraph with the following:

1. Mechanical systems and service water-heating systems in buildings where the total mechanical equipment capacity is less than 480,000 Btu/h (140.7kW) cooling capacity or 600,000 Btu/h (175.8 kW) combined service water-heating and space- heating capacity.

Section R101.1 Title: Replace [Name of Jurisdiction] with "Gunnison County".

Section R110 Board of Appeals, Section R110.1 General: Replace with the following: The Gunnison County Board of Appeals pursuant to C.R.S. §30-28-118 shall be the Gunnison County Board of Adjustment as described in the *Gunnison County Land Use Resolution Section 8-103: Appeals* and shall hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code.

Section R401.2 Application: Add the following Exception to this section:
Exception #2: New one-family dwellings greater than 5,000 square feet Gross Floor

Area shall comply with Section R401.2.5 and R401.2.3.

Section R403.9 Snow melt and ice system controls: Replace this section with the following:
Exterior heated walking surfaces, parking areas and driveways are prohibited. All other snow melt and ice systems, supplied through energy service to the building, shall include automatic controls that only activate when the temperature is less than 40· F (4.8· C) and when water is detected.

Section R403.10.1 Heaters: Delete the last sentence and add the following:
Gas-fired heaters for pools and spas are prohibited. Pools shall be heated with a heat pump system only. Spas, when heated by a separate appliance, shall utilize high efficiency systems.

Section R403.10.3 Covers: Delete the exception and add the following to the last sentence of the section:
Spas are required to have a cover with a minimum R-value of 12.

Section R406.1 Scope: Add the following to the end of the sentence: developed per ANSI/RESNET/ICC 301.

Section R406.4 Energy Rating Index: Amend the section to the following:
The Energy Rating Index (ERI) shall be determined in accordance with the ANSI/RESNET/ICC 301 standard.

ATTACHMENT F
AMENDMENTS TO THE INTERNATIONAL EXISTING BUILDING CODE, 2021 EDITION

Section 101.1 Title: Replace [Name of Jurisdiction] with "Gunnison County".

Section 112 Board of Appeals, Section 112.1 General: Replace with the following: The Gunnison County Board of Appeals pursuant to C.R.S. §30-28-118 shall be the Gunnison County Board of Adjustment as described in the *Gunnison County Land Use Resolution Section 8-103: Appeals* and shall hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code.

ATTACHMENT G

AMENDMENTS TO THE COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE

Section 101.1 Title: Replace [Name of Jurisdiction] with "Gunnison County".

Section 102.1.2 Buildings Impacted by a Natural Disaster: Replace all [Name of Jurisdiction] with "Gunnison County".

Section 102.2 Substantial Cost Differential Waiver: Replace all [Name of Jurisdiction] with "Gunnison County".

Section 109 Board of Appeals, Section 109.1 General: Replace with the following: The Gunnison County Board of Adjustment as established in Board of County Commissioners of the County of Gunnison, Colorado, shall hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code, as set forth in the *Gunnison County Land Use Resolution Section 8-103: Appeals*.

Section 202 General Definitions: Add the following:

MAJOR RENOVATION. A renovation or alteration where the work area, as defined by the International Existing Building Code, exceeds 50 percent (50%) of the building area. MAJOR ADDITION. An addition where the area of the addition exceeds 50 percent (50%) of the building area.

ATTACHMENT H

AMENDMENTS TO THE INTERNATIONAL WILDLAND-URBAN INTERFACE CODE, 2021 EDITION

Section 101.5 Additions or alterations: Add the following exceptions:

Exception 1: New covered deck or porch additions not exceeding 200 square feet. Exception 2: Additions to existing decks where the area of the addition is less than 50 percent (50%) of the existing deck area and where the existing deck is not being replaced excluding portions of the existing deck where incidental work entailed by the intended work must be performed and portions of the deck where work not initially intended by the owner is specifically required by the building code.

Exception 3: Additions to existing structures where the area of the addition is less than 50 percent (50%) of the existing area and where the existing exterior materials are not being replaced.

Section 113 Means of Appeal, Section 113.1 General: Replace with the following: The Gunnison County Board of Appeals pursuant to C.R.S. §30-28-118 shall be the Gunnison County Board of Adjustment as described in the *Gunnison County Land Use Resolution Section 8-103: Appeals* and shall hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code.

Section 602 Automatic Sprinkler Systems, Section 602.1 General: Delete section.

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 3/1/2024 thru 4/30/2024

Board of County Commissioners

- 1. BOCC Regular Meeting**
March 5, 2024, All Day @ BOCC Boardroom
- 2. Joint Public Hearing; Gunnison County Board of County Commissioners and Gunnison County Planning Commission**
March 7, 2024, 9:00 AM @ Planning Commission Meeting Room

Joint Public Hearing: LUC-23-00015 Minor Impact Review: Spezze Subdivision. The Applicant proposes to subdivide a 7.84-acre parcel (PID 3791-000-00-040) at 3528 CO-114 into two lots, 3-acre Lot 1 and 4.54-acre Lot 2. The Applicant proposes to conserve a 29.72-acre parcel (PID 3791-000-00-039) (Conservation Parcel) to the east of CO-114 with perpetual protective covenants, severing residential development rights and any potential future subdivision.
- 3. Mayors & Managers Meeting - Hosted by Crested Butte Mountain Resort**
March 8, 2024, 12:00 PM - 1:30 PM
- 4. BOCC Work Session**
March 12, 2024, All Day @ BOCC Boardroom
- 5. BOCC Regular Meeting**
March 19, 2024, All Day @ BOCC Boardroom
- 6. BOCC Work Session**
March 26, 2024, All Day @ BOCC Boardroom
- 7. BOCC Regular Meeting**
April 2, 2024, All Day @ BOCC Boardroom
- 8. Mayors & Managers Meeting - Hosted by Mt. Crested Butte**
April 4, 2024, 12:00 PM - 1:30 PM
- 9. BOCC Work Session**
April 9, 2024, All Day @ BOCC Boardroom
- 10. BOCC Regular Meeting**
April 16, 2024, All Day @ BOCC Boardroom
- 11. BOCC Work Session**
April 23, 2024, All Day @ BOCC Boardroom

Gunnison-Hinsdale Board of Human Services

- 1. Gunnison-Hinsdale Board of Human Services Meeting**
April 16, 2024, All Day @ BOCC Board Room

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of Gunnison Basin Sage-grouse Stra

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The US Fish & Wildlife Service would like for Whit Blair and Nathan Darnall to continue serving as their representatives on the Gunnison Basin Sage-grouse Strategic Committee. See attached.

Fiscal Impact:

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/5/2024



United States Department of the Interior



IN REPLY REFER TO:
FWS/R6

FISH AND WILDLIFE SERVICE
Colorado Ecological Services Field Office

445 W. Gunnison Ave Suite 240
Grand Junction, Colorado 81501-5711

February 21, 2024

Board of County Commissioners
Gunnison County
200 E. Virginia Avenue
Gunnison, Colorado 81230

Gunnison County Commissioners and Gunnison Basin Sage-grouse Strategic Committee,

The U.S. Fish and Wildlife Service would like to maintain Whit Blair, wildlife biologist, as the voting member and to maintain Nathan Darnall, the Western Colorado Field Office Supervisor, as the alternate member of the Gunnison Basin Sage-grouse Strategic Committee.

If you have any questions, please contact Whit Blair at whit_blair@fws.gov.

Sincerely,

Nathan Darnall
Western Colorado Supervisor
Colorado ES Field Office

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Department of Local Affairs (DOLA); Summary of Sma

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Acknowledgment of Chair Signature on DOLA EIAF Contract

Fiscal Impact: \$25000

Submitted by: Cathie Pagano

Submitter's Email Address: cpagano@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 2/22/2024

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 2/26/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

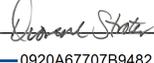
Agenda Date: 3/5/2024

PO Terms and Conditions applicable to this agreement are attached and are available at <https://www.colorado.gov/osc/purchase-order-terms-conditions>.

SUMMARY OF SMALL DOLLAR GRANT AWARD TERMS & CONDITIONS

State Agency Department of Local Affairs (DOLA)	DLG Portal Number EIAF-A00284	CMS Number 188849
Grantee Gunnison County	Grant Award Amount \$25,000.00	
Project Number and Name EIAF A-0284 Gunnison County Three Mile Plan, IGA & Land Use Plan Updates	Performance Start Date The later of the Effective Date or January 29, 2024	Grant Expiration Date January 31, 2025
Project Description The Project consists of an updates to Gunnison County’s Three Mile Plan, Intergovernmental Agreement, and Land Use Code.	Program Name Energy & Mineral Impact Assistance Program (EIAF)	
	Funding Source STATE FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number N/A	
DOLA Regional Manager Dana Hlavac, (970) 903-0230, (dana.hlavac@state.co.us)	Funding Account Codes CTGG1 NLAA 202400003466	
DOLA Regional Assistant Ted Gantzer, (970) 290-2381, (ted.gantzer@state.co.us)	VCUST# 14260	Address Code CN001 EFT

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p>DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER</p> <p>DocuSigned by:  45D2B7CF50DE4BD...</p> <p>By: Angie Cue, EIAF Program Manager</p> <p>Date: <u>2/8/2024 5:05 PM PST</u></p>	<p>STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Maria De Cambra, Executive Director</p> <p>DocuSigned by:  0920A67707B9482...</p> <p>By: Maria De Cambra, Executive Director</p> <p>Date: <u>2/9/2024 1:30 PM MST</u></p>
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In accordance with Colorado Revised Statutes, this Grant Agreement is not valid until signed and dated below by the State Chief Procurement Officer or an authorized delegate (the “Effective Date”).

<p><u>STATE CHIEF PROCUREMENT OFFICER</u> <u>Sherri Maxwell</u></p> <p>DocuSigned by:  A30294D6FBFF442...</p> <p>By: Brenda Lujan, Contracts and Procurement Manager Department of Local Affairs</p> <p>Effective Date: <u>2/12/2024 11:26 AM MST</u></p>

SCOPE OF SERVICES

1. PROJECT DESCRIPTION, OBJECTIVES AND REQUIREMENTS

The Project consists of **Gunnison County** (Grantee) hiring a qualified consultant to update their Three Mile Plan (per C.R.S. 31-12-105(e)(I)), Intergovernmental Agreement, and Gunnison County Land Use Code in conjunction with the City of Gunnison. The update will consider goals outlined in Gunnison County's most recent Comprehensive Plan and include community outreach. This process will result in intergovernmental agreement(s) with neighboring jurisdictions(s) to establish the mutually agreed upon area outside of the Grantee's jurisdictional boundaries that would be subject to a joint review process for development proposals to ensure consistency with plans, and to address how infrastructure will be provided or upgraded and maintained in areas of mutual interest and engage major service providers/special districts, as applicable. Additional Work includes public engagement for updating the Three-Mile Plan with emphasis on inclusive engagement and production of final documents and presentation of final documents for approval by the Grantee. Grantee will provide DOLA with an electronic copy of the accepted Three Mile Plan update, Intergovernmental Agreement, and Land Use Code update prior to Project Closeout. Grantee will own the final documents.

Eligible expenses include: consultant fees, RFP/bid advertisements, and attorney's fees. Per diem and travel expenses shall be the sole responsibility of the Grantee.

Grantee shall provide **\$45,000 in matching funds** to the Project. State shall reimburse its pro-rata share upon review and approval of the submitted costs and associated supporting documentation, and commensurate progress of the Project.

A contract shall be awarded to a qualified firm through a formal RFP or competitive selection process.

Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to the Department of Local Affairs upon execution, and any and all contracts entered into by the Grantee or any of its subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

2. RESPONSIBLE ADMINISTRATOR

Contractor's performance hereunder shall be under the direct supervision of **Cathie Pagano, Assistant County Manager for Community & Economic Development, (cpagano@gunnisoncounty.org)**, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project.

3. TIME OF PERFORMANCE

The Project shall commence upon the issuance of this Small Dollar Grant Award and shall be completed on or before **January 31, 2025**.

4. BUDGET

Line #	Budget Line Type/Project Activities	Total Cost	State Funds	Other Funds	Other Fund Source
1	Consultant Services	\$70,000	\$25,000	\$45,000	Grantee
	Total	\$70,000	\$25,000	\$45,000	

5. W-9 and PAYMENT METHOD

W-9.	<input type="checkbox"/> 1. Grantee has submitted their W-9 form to Denver directly (<u>email to Maryam</u>) <input checked="" type="checkbox"/> 2. Grantee's W-9 form is being sent with this SCOPE form
Payment Method.	<input checked="" type="checkbox"/> A. Grantee wants to receive their payment by EFT <input type="checkbox"/> Grantee has submitted their completed EFT forms to Denver directly (<u>email to Maryam</u>) <input type="checkbox"/> Grantee's completed EFT forms are being sent with this SOP form <input checked="" type="checkbox"/> Grantee is already set up for EFT in CORE: Provide name of Grantee's bank <u>and</u> last four# of account number where EFT payment should be sent Wells Fargo #9411 <input type="checkbox"/> B. Grantee declines EFT/wants to receive their reimbursement in the form of a snail-mailed WARRANT (check)

VCUST# **14260** Address code **CN001** Payment method **EFT**

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, and Addendum 2: Additional Terms and Conditions for Federal Provisions, 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)** If applicable, Addendum 2: Additional Terms and Conditions for Federal Provisions, below; **(2)** the Small dollar Grant Award document; **(3)** these terms and conditions (including, if applicable, Addendum 1 below); and **(4)** 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

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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

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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, or 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.

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- 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 Grant.
- 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.

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- 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

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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. The State shall be named as additional insured on all commercial general liability policies required of Vendor. All insurance policies secured or

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maintained by Vendor in relation to this Purchase Order shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Vendor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

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

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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

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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

ADDENDUM 1: Additional Terms & Conditions for Information Technology

material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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-

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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

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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.

ADDENDUM 1: Additional Terms & Conditions for Information Technology

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

**ADDENDUM 1:
Additional Terms & Conditions for Information Technology**

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.

ADDENDUM 2: Additional Terms & Conditions for Federal Provisions

IF ANY PART OF THIS PO HAS BEEN FUNDED, IN WHOLE OR IN PART, WITH FEDERAL FUNDS, THE FOLLOWING PROVISIONS SHALL ALSO APPLY TO THIS PO.

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. Grantee also means Subrecipient.

ADDENDUM 2: Additional Terms & Conditions for Federal Provisions

- 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. “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 Recipient to a Subrecipient or a Contractor 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 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 Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. Subrecipient also means Grantee.
- 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 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;

ADDENDUM 2: Additional Terms & Conditions for Federal Provisions

- 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 or Subrecipient 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. Subrecipient 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 Subrecipient 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.

ADDENDUM 2: Additional Terms & Conditions for Federal Provisions

- 4.1. SAM. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient 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. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. TOTAL COMPENSATION.

- 5.1. Subrecipient 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, Subrecipient 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. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient 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 Subrecipient's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

ADDENDUM 2: Additional Terms & Conditions for Federal Provisions

- 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 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. Subrecipient 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 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 Recipient. A Subrecipient shall report to its 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.

ADDENDUM 2: Additional Terms & Conditions for Federal Provisions

- 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.
- 9.4. 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.
- 9.5. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Subrecipient 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.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit 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.

ADDENDUM 2: Additional Terms & Conditions for Federal Provisions

- 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 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. REQUIRED PROVISIONS FOR SUBRECIPIENT WITH SUBCONTRACTORS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;
 - 12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)
 - 12.1.2. For contracts with Subcontractors – Include the terms in the Contract Federal Provisions Exhibit. [LINK](#)

13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, 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.

ADDENDUM 2: Additional Terms & Conditions for Federal Provisions

- 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 Subrecipient 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.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2023 - 26

A Resolution Approving the Grant Application for an Administrative Planning Grant from the Colorado Department of Local Affairs (DOLA)

WHEREAS, the Gunnison County Board of Commissioners authorizes application for the DOLA grant for the development of the Three-mile plan and associated code amendments. If the grant is awarded, Gunnison County supports the completion of the project.

WHEREAS, Gunnison County requests \$25,000 from DOLA.

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

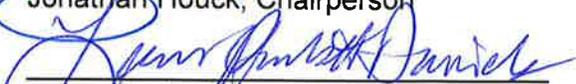
1. The Gunnison County Board of Commissioners authorizes submittal of the application and has appropriated matching funds for a grant with DOLA.
2. If the grant is awarded, the Gunnison County Board of Commissioners strongly supports the fulfillment of the project.
3. The Gunnison County Board of Commissioners 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 DOLA.

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 Smith, seconded by Commissioner Daniels, and adopted on this 5th day of December, 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO


Jonathan Houck, Chairperson


Laura Puckett Daniels, Commissioner


Elizabeth Smith, Commissioner

ATTEST:


Gunnison County Deputy Clerk



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment #7; Colorado Department of Publ

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: CDPHE

Term Begins: 2/26/2024

Term Ends:

Grant Contract #: 2020*0248

Summary:

Amendment for additional funding for Public Health Emergency Preparedness & Response (PHEP) contract

Fiscal Impact: \$40,000

Submitted by: Joni Reynolds

Submitter's Email Address: jreynolds@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 2/22/2024

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 2/26/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/5/2024

CONTRACT AMENDMENT #7**SIGNATURE AND COVER PAGE(S)**

State Agency: Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	Original Contract Number: 2020*0248
Contractor: Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison, Colorado 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison, Colorado 81230-2333	Amendment Contract Number: 2024*0088 Amendment #7
Contract Performance Beginning Date: July 1, 2019	Current Contract Expiration Date: June 30, 2024

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2020*0248	\$23,152.00	\$0.00	\$0.00	07/01/2019-06/30/2020	\$23,152.00
Contract Amendment #1	2020*0248 Amendment #1	\$0.00	\$0.00	\$0.00	07/01/2019-06/30/2020	\$0.00
Contract Amendment #2	2020*0248 Amendment #2	\$22,470.00	\$0.00	\$0.00	07/01/2020-06/30/2021	\$22,470.00
Contract Amendment #3	2022*0101 Amendment #3	\$22,515.00	\$0.00	\$0.00	07/01/2021-06/30/2022	\$22,515.00
Contract Amendment #4	2022*0101 Amendment #4	\$93,600.00	\$0.00	\$0.00	08/09/2021-06/30/2022	\$93,600.00
Contract Amendment #5	2023*0196 Amendment #5	\$112,429.00	\$0.00	\$0.00	07/01/2022-06/30/2023	\$112,429.00
Contract Amendment #6	2024*0088 Amendment #6	\$46,346.00	\$0.00	\$0.00	07/01/2023-06/30/2024	\$46,346.00
Contract Amendment #7	2024*0088 Amendment #7	\$40,000.00	\$0.00	\$0.00	02/26/2024-06/30/2024	\$40,000.00
Current Contract Maximum Cumulative Amount						\$360,512.00

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<p align="center">CONTRACTOR</p> <p>Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services</p> <hr/> <p align="center">By: Signature</p> <p>FULL NAME</p> <hr/> <p align="center">Name of Person Signing for Contractor</p> <p>TITLE</p> <hr/> <p align="center">Title of Person Signing for Contractor</p> <p>Date: _____</p>	<p align="center">STATE OF COLORADO</p> <p align="center">Jared S. Polis, Governor</p> <p>Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p align="center">By: Signature</p> <hr/> <p align="center">Name of Executive Director Delegate</p> <hr/> <p align="center">Title of Executive Director Delegate</p> <p>Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Amendment Effective Date: _____

-- Signature and Cover Pages End --

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or February 26, 2024, whichever is later, and shall terminate on the termination of the Contract or June 30,2024, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to support public health departments upgrade their ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters , biological, chemical, nuclear and radiological events.

The Parties now desire to increase funding to the current workplan; for the following reason: to increase support to the current workplan activities.

5. MODIFICATIONS

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

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. The Parties now agree to modify Exhibit C - Budget of the agreement. Exhibit C - Budget is deleted and replaced in its entirety with Exhibit C- Budget, attached to this Amendment for the following reason: increase support to the current workplan budgeted activities.
- C. The Parties now agree to modify Exhibit F - Federal Provisions. Exhibit F - Federal Provisions, is deleted and replaced in its entirety with Exhibit F - Federal Provisions,

attached to this Amendment, for the following reason: To reflect changes to the federal award identification information.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

**Office of Emergency Preparedness and Response
Budget Justification Form
Contract Routing # 2024*0088 Amendment #7**

Contractor Name	Gunnison County Department of Health and Human Services
Budget Period	FY Year 24
Project Name	PHEP

Program Contact Name	Stephanie Burke
Fiscal Contact Name, Title	Lisa Sparrow
Date Completed	

Expenditure Categories						
Personal Services						
Position Title	Description of work for Salaried employees	Previous Contract Total	Change Requested	New Contract Total		
			\$0.00	\$0.00		
Position Title	Description of Work -for hourly employees	Previous Contract Total	Change Requested	New Contract Total		
Emergency Preparedness Response Coordinator	12 hours/week for 52 weeks	\$20,879.04	\$19,056.73	\$39,935.77		
Regional Epidemiologist	7.75 hours/week x 52 weeks					
Total Personal Services (including fringe benefits)		\$20,617.48	\$16,492.00	\$37,109.48		
Supplies & Operating Expenses						
Item	Description of Item	Rate	Quantity	Previous Contract Total	Change Requested	New Contract Total
Office/Operating supplies	Office and meeting supplies	\$ 184.00	1	\$100.00	\$84.00	\$184.00
Operating supplies	QHN monthly cost \$25/month x 12 months	\$ 25.00	12	\$300.00	\$0.00	\$300.00
Total Supplies & Operating Expenses				\$400.00	\$84.00	\$484.00
Travel						
Item	Description of Item	Rate	Quantity	Previous Contract Total	Change Requested	New Contract Total
Food - EPR	Provide light snacks/coffee for distribution tabletop	\$ 100.00	1	\$100.00	\$0.00	\$100.00
Mileage	Regional travel to Montrose and back 130 miles x \$.66	\$ 0.66	131	\$86.46	\$0.00	\$86.46
Lodging	Regional travel to Montrose, lodging \$50/night.	\$ 225.00	2	\$50.00	\$400.00	\$450.00
Travel Meals	2 days of per diem meals for travel in Colorado Springs for AFN conference	\$ 70.00	2	\$0.00	\$140.00	\$140.00
Fuel	Fuel to CO Springs for AFN conference and other travel	\$ 0.66	303.03	\$0.00	\$200.00	\$200.00
Total Travel				\$236.46	\$740.00	\$976.46
Contractual (payments to third parties or entities)						
Item	Subcontractor Entity Name and/or Description of Item	Rate (if applicable)	Quantity (if applicable)	Previous Contract Total	Change Requested	New Contract Total
						\$0.00
Total Contractual				\$0.00	\$0.00	\$0.00
TOTAL DIRECT COSTS				\$42,132.98	\$36,372.73	\$78,505.71
Less: Expenses per OMB 2CFR § 200						
		Contractor in excess of \$25,000		\$	-	-
		Sub Award in excess of \$25,000		\$	-	-
		Rent		\$	-	-
		Equipment		\$	-	-
		Other Unallowable Expenses		\$	100.00	100.00
Total Expenses per OMB 2CFR § 200				\$	100.00	100.00
MODIFIED TOTAL DIRECT COSTS (MTDC)						\$78,405.71
Indirect Costs						
Indirect Cost	Description of Item	Percentage	Previous Contract Total	Change Requested	Total Amount Requested	
Federal Indirect rate				\$0.00	0.00	
CDPHE rate	CY24 Rate is 15% CY23 Negotiated Indirect Rate is 23.53%, Provider will claim a lower rate of 10%	10.00%	\$4,213.30	\$3,627.27	7,840.57	
10% de minimis				\$0.00	0.00	

Since finalizing the FY24 budget last spring, the EPR position pay has increased . Had to cut hours spent in original budget to accommodate the pay increase. With the budget change, EPR position can go back up to 12 hours/week.

Our Regional Epi quit in October. Public Health nurses will be completing epidemiology deliverables. Increased hours to 12/week and updated the hourly and fringe rate to match public health nurse information. This will help the nurses complete these deliverables.

Supplies for PHEP deliverables

Change rate to add travel for more trainings/exercise/etc. Use for AFN conference
Adding 2 days of per diem meals for travel in Colorado Springs for AFN conference
Fuel to CO Springs for AFN conference and other travel

Food -EPR cell G36 changed

CY24 Rate is 15% CY23 Negotiated Indirect Rate is 23.53%, Provider will claim a lower rate of 10%

	Indirect	\$4,213.30	\$3,627.27	\$7,840.57
	Total Amount Requested:	46,346.00	\$40,000.00	86,346.28
			Contract Total	\$86,346.28

Exhibit F**Federal Provisions - Public Health Emergency Preparedness**

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) Federal Award Identification.

- a. Subrecipient: Gunnison County Department of Health and Human Services
- b. Subrecipient Unique Entity Identification Number:
 - SAM Unique Entity ID (UEI): NSN9FAGKEDJ9
- c. The Federal Award Identification Number (FAIN) is NU90TP922028
- d. The Federal award date is 5/25/2023
- e. The subaward period of performance start date is 7/01/2019 and end date is 6/30/2024.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
07/01/2023 - 06/30/2024	\$57,373,213.00	TBD

- g. Federal award title of project or program: Public Health Emergency Preparedness.
 - h. The name of the Federal awarding agency is: DEPARTMENT OF HEALTH AND HUMAN SERVICES Centers for Disease Control and Prevention and the contact information for the awarding official is Daniele Ngantou, Public Health Advisor ywz0@cdc.gov; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Amanda Hettinger, amanda.hettinger@state.co.us, Project Director.
 - i. The Catalog of Federal Domestic Assistance (CFDA) number is 93.069 and the grant name is Public Health Emergency Preparedness.
 - j. This award is not for research & development.
 - k. Subrecipient is not required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
 - l. The indirect cost rate for the Federal award (including if the de minimus rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.
- 2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.

- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, 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) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
 - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
 - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
 - c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
 - e. the “Americans with Disabilities Act” (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
 - f. when applicable, the Contractor shall comply with the provisions of the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule);
 - g. the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required thereunder. This Act is also referred to as FFATA.
 - h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
 - i. 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 comply with 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.
 - j. Where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
 - k. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, 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 awarding agency.
 - l. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
 - m. If applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
 - n. The Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
 - o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- 12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument.

CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

- 13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE 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 CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
- 15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.
- 16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.
- 17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CONTRACT C T 2 0 2 0 * 2 4 8
ROUTING NO.

APPROVED TASK ORDER CONTRACT – WAIVER #154

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

STATE:

State of Colorado for the use & benefit of the
Department of Public Health and Environment
Office of Emergency Preparedness and Response
4300 Cherry Creek South Drive
Denver, Colorado 80246

CONTRACTOR:

Board of County Commissioners of Gunnison County
(a political subdivision of the state of Colorado)
200 East Virginia Avenue
Gunnison, Colorado 81230-2297
for the use and benefit of the
Gunnison County Department of Health and Human Services
220 North Spruce Street
Gunnison, Colorado 81230
CONTRACTOR DUNS: 133115220
CONTRACTOR ENTITY TYPE:

CONTRACT MADE DATE: 5/1/2019

Political Subdivision

BILLING STATEMENTS RECEIVED:

Monthly

TERM:

This contract shall be effective upon approval by
the State Controller, or designee, or on 07/01/2019,
whichever is later. The contract shall end on 06/30/2020.

STATUTORY AUTHORITY: Not Applicable

PROCUREMENT METHOD:

Exempt

CLASSIFICATION: Subrecipient

BID/RFP/LIST PRICE AGREEMENT NUMBER:

N/A

CONTRACT PRICE NOT TO EXCEED: \$23,152.00

FEDERAL FUNDING DOLLARS: \$23,152.00

STATE FUNDING DOLLARS: \$0.00

OTHER FUNDING DOLLARS: \$0.00

Specify "Other": \$0.00

LAW SPECIFIED VENDOR STATUTE:

N/A

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:

FY20: \$23,152.00

STATE REPRESENTATIVE:

Melanie Simons

PHEP Grant Branch Manager

PRICE STRUCTURE: Cost Reimbursement

Colorado Dept. of Public Health and Environment
Office of Emergency Preparedness and Response
4300 Cherry Creek South Drive
Denver, Colorado 80246

CONTRACTOR REPRESENTATIVE:

Joni Reynold

Gunnison County Department of Health and Human
Services
220 North Spruce Street
Gunnison, Colorado 81230

PROJECT DESCRIPTION:

The Public Health Emergency Preparedness Program (PHEP) supports public health departments across the nation to upgrade their ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events

Task Order CMS Number: 129533

Contract Routing Number: CT 2020*248

EXHIBITS

The following exhibits are hereby incorporated:

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

GENERAL PROVISIONS

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

1. This Task Order Contract is being entered into pursuant to the terms and conditions of the Master Contract including, but not limited to, Exhibit One thereto. The total term of this Task Order Contract, including any renewals or extensions, may not exceed five (5) years. The parties intend and agree that all work shall be performed according to the standards, terms and conditions set forth in the Master Contract.
2. In accordance with section 24-30-202(1), C.R.S., as amended, this Task Order Contract is not valid until it has been approved by the State Controller, or an authorized delegee thereof. The Contractor is not authorized to, and shall not; commence performance under this Task Order Contract until this Task Order Contract has been approved by the State Controller or delegee. The State shall have no financial obligation to the Contractor whatsoever for any work or services or, any costs or expenses, incurred by the Contractor prior to the effective date of this Task Order Contract. If the State Controller approves this Task Order Contract on or before its proposed effective date, then the Contractor shall commence performance under this Task Order Contract on the proposed effective date. If the State Controller approves this Task Order Contract after its proposed effective date, then the Contractor shall only commence performance under this Task Order Contract on that later date. The initial term of this Task Order Contract shall continue through and including the date specified on page one of this Task Order Contract, unless sooner terminated by the parties pursuant to the terms and conditions of this Task Order Contract and/or the Master Contract. Contractor's commencement of performance under this Task Order Contract shall be deemed acceptance of the terms and conditions of this Task Order Contract.
3. The Master Contract and its exhibits and/or attachments are incorporated herein by this reference and made a part hereof as if fully set forth herein. Unless otherwise stated, all exhibits and/or attachments to this Task Order Contract are incorporated herein and made a part of this Task Order Contract. Unless otherwise stated, the terms of this Task Order Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between the Master Contract and this Task Order Contract (including its exhibits and/or attachments), or between this Task Order Contract and its exhibits and/or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of the Master Contract; 2) the Master Contract (other than the Special Provisions) and its exhibits and attachments in the order specified in the Master Contract; 3) this Task Order Contract; 4) the

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

4. The Contractor, in accordance with the terms and conditions of the Master Contract and this Task Order Contract, shall perform and complete, in a timely and satisfactory manner, all work items described in the Statement of Work and Budget, which are incorporated herein by this reference, made a part hereof and attached hereto as "**Exhibit B**" and "**Exhibit C**".
5. The State, with the concurrence of the Contractor, may, among other things, prospectively renew or extend the term of this Task Order Contract, subject to the limitations set forth in the Master Contract, increase or decrease the amount payable under this Task Order Contract, or add to, delete from, and/or modify this Task Order Contract's Statement of Work through a contract amendment. To be effective, the amendment must be signed by the State and the Contractor, and be approved by the State Controller or an authorized delegate thereof. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Task Order Contract on the effective date of such change as if fully set forth herein.
6. The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Task Order Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work - Exhibit B, establishes or creates standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Task Order Contract.
7. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is \$100,000 or higher]*

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

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

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

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

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

SIGNATURE PAGE

Contract Routing Number: CT 2020*248

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR
Board of County Commissioners of Gunnison County
(A Political Subdivision of the State of Colorado)
For the use and benefit of the
Gunnison County Department of Health and Human
Services

STATE OF COLORADO
Jared S. Polis, Governor

Colorado Department of Public Health and
Environment
Jill Hunsaker Ryan, MPH
Executive Director

Political Subdivision

JONATHAN HOUCK
Print Name of Authorized Individual
CHAIRPERSON,
BOARD OF COUNTY COMMISSIONERS
Print Title of Authorized Individual
[Signature]
Signature of Authorized Individual
MAY 21, 2019
Date

By: [Signature]
Lisa McGovern
Procurement and Contracts Section Director,
CDPHE
6.17.19
Date

PROGRAM APPROVAL
Colorado Department of Public Health and Environment
Melanie Simons
PHEP Grant Program Manager

By: [Signature]
Signature of Authorized CDPHE Program Approver
5/31/19
Date

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: [Signature]
David Norris, Controller, CDPHE
Effective Date: 6/18/19

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ADDITIONAL PROVISIONS
To Contract Dated 5/1/2019 - CMS Contract Routing Number CT 2020*248

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

1. This Contract contains federal funds (see Catalog of Federal Domestic Assistance (CFDA) number 93.069).
2. The United States Department of Health and Human Services (“HHS”), through the Center for Disease Control (“CDC”) has awarded as of 07/01/2019 anticipated federal funds of \$10,368,137.00 under Notice of Cooperative Agreement Award, hereinafter “NCAA”, number **CDC-RFA-TP19-1901**, to perform the following– Public Health and Emergency Preparedness for the State of Colorado.

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

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

Scan the completed and signed Invoice Form and supporting documentation into an electronic document. Email the Invoice form and supporting documentation to: OEPR Fiscal Staff, cdphe_eprfiscal@state.co.us

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

4. Time Limit for Acceptance of Deliverables.

Evaluation Period. The State shall have **forty-five (45)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

Notice of Defect. If the State believes in good faith that a deliverable fail to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within thirty (30) calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State’s fiscal rules.

Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed thirty (30) calendar

days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within thirty (30) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order Contract or the Master Contract and all Task Order Contracts entered into pursuant to the Master Contract.

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

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

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

7. Other than for normal and recognized executive-legislative relationships, no funds may be used for:

Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body

8. Contracting Provisions

The Contractor shall ensure that all service related expenses are completed and all goods related expenses are received on or before **the expiration of the contract.**

The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the activities under this contractual agreement for six years. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a reimbursement was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records. Contractor's auditor shall perform audits in accordance with the requirements of the OMB Circulars A-87 (Cost Principles for State, Local, and Tribal Governments), A-122 (Cost Principles for Non-Profit Organizations) and A-133 (Audits of States, Local Governments, and Non-Profit Organizations), as applicable.

The Contractor must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

9. Fiscal Provisions

Supplantation:

Cooperative agreement funds cannot supplant any current state or local expenditures. Supplantation refers to the replacement of non-federal funds with federal funds intended to support the same activities. The Public Health Service Act, Title I, Section 319 (c) specifically States: "SUPPLEMENT NOT SUPPLANT. Funds appropriated under this section shall be used to supplement other federal, state, and local public funds provided for activities under this section."

Contractor shall ensure that reimbursement requests are not duplicated under any other Public Health Emergency Preparedness funding or utilized to supplant non-related activities or programs. Contractor shall ensure appropriate distribution of costs in direct relation to the activities performed.

Unallowable Costs:

1. Payment or reimbursement of backfilling costs for staff.
2. Construction or major renovations.
3. Salary of an individual at a rate in excess of Executive Level II or \$187, 000 per year.

4. The purchase of clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts.
5. The purchase or support (feed) for animals for labs, including mice.
6. The purchase a house or other living quarters for those under quarantine.
7. The purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.
8. Funds shall not be used for clinical care.
9. Funds shall not be used for entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs.
10. Recipients shall not use funds for fund raising activities and lobbying.

2 CFR 200 Code of Federal Regulations

The contractor shall follow the regulations and guidance put forth by the Federal Government as described in the "Super Circular". This information is available on the following website https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and is incorporated and made part of this contract by reference.

10. Budget Line Definitions

The Contractor has the ability, with written approval from OEPR fiscal staff, to move 10 % of funds from budget category to budget category not to exceed the total dollar amount of the contract.

The Contractor shall request approval from their Contract and Fiscal Monitor for expenditures of \$5,000.00 or more before purchasing. This requirement does not include personnel expenses.

Personnel: The Contractor shall dedicate the necessary funds to support salary and fringe for any staff member devoting time and effort towards the accomplishment of any activities identified under this Scope of Work.

Equipment: The Contractor shall purchase equipment, as well as maintain the working order of any existing equipment, required to meet any activity identified under this Scope of Work such as personal and portable computers, communication radios, cellular telephones, facsimile machines, laboratory equipment, training equipment, public information kits, etc.

Travel: The Contractor shall support travel related costs to ensure accomplishment of activities identified under this Scope of Work such as regional planning meetings, local partner planning meetings, attendance at training sessions, conferences, and agency representation at the Emergency Preparedness and Response conference calls.

Operating and Supplies: The Contractor shall support operating and supply costs directly associated with any activities identified under this Scope of Work such as high-speed Internet connections, notification systems, telephone and communication systems, office supplies, copying, printing, postage, room rental, software purchase and upgrades, etc.

Indirect: A Contractor's allowable indirect rate is the current Negotiated Indirect Rate Agreement on file with Colorado Department of Public Health and Environment Internal Auditor's office. In the event there is no such agreement on file, the allowable indirect rate shall default to 10% of Direct Salaries & Wages, Including Fringe Benefits. If there was a negotiated indirect rate in the past, but it has expired, the contractor is not allowed to claim the 10% default rate. The contractor cannot claim any indirect rate until they have negotiated a new rate with CDPHE internal Auditor's office as per the OMB super circular. If a new or revised Negotiated Indirect Rate Agreement is filed with the CDPHE Internal Auditor's office during the current term of this Agreement, the new indirect rate may be used for the remainder of the current performance period and will *not* be retroactive to the effective date of the Agreement.

11. Deployment of HPP- and PHEP-funded equipment, supplies and personnel via the Emergency Management Assistance Compact (EMAC) for the purpose of mutual aid and assistance between states during a governor declared State of emergency or disaster is permitted, but is subject to 101 the Federal provisions of 45 CFR 75. However, affected States must notify their CDC Grants Management Specialist within a 24-

hour period of the personnel, services and/or equipment being loaned out for the emergency. Awardees should follow their state legislation which governs how they will operate during an emergency or when another state requests assistance via EMAC. Awardees may reference the EMAC website for detailed information via www.emacweb.org. Additional guidance can be found in the 2020-2025 HPP-PHEP Supplemental Guidelines.

12. The State, at its discretion, shall have the option to extend the term under this Contract beyond the Initial Term for a period or for successive periods, of 1 year at the same rates and under the same terms specified in the Contract. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit D**. If exercised, the provisions of the Option Letter shall become part of and be incorporated in the original contract. The total duration of this contract shall not exceed 5 years.
13. The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or Services based upon the rates established in this Contract, and modify the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit D**. Delivery of Goods and/or performance of Services shall continue at the same rates and terms as described in this Contract.
14. The contractor shall provide written notification to CDPHE OEPR PHEP Program Manager and OEPR Grants Branch Manager of emergency preparedness and response regional staff (including regional generalists and regional epidemiologists) position vacancies. This notification should include:
 - A. name of the regional staff person leaving the position;
 - B. the date the vacancy will occur;
 - C. the estimated date when the vacancy will be filled and;
 - D. Name of replacement once filled.

CDPHE will assist hosting agencies by providing resources and training if needed and requested to new regional staff.

STATEMENT OF WORK
To Original Contract Routing Number CT 2020*248

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

I. Project Description:

This project serves to improve medical and public health care preparedness, response, and recovery capabilities at the federal, state and local level. The aligned PHEP cooperative agreement provides technical assistance and resources to support state, local, tribal and territorial public health departments, along with HCCs and health care organizations, to show measurable and sustainable progress toward achieving the preparedness and response capabilities that promote prepared and resilient communities.

II. Definitions:

1. AAR-After Action Report
2. AFN-Access and Functional Needs
3. CDPHE-Colorado Department of Public Health and Environment
4. C-MIST-Communication, Maintaining Health, Independence, Services and Support, Transportation
5. CNS-Colorado Notification System
6. COOP-Continuity of Operations Plan
7. CO-SHARE-Colorado State Health and Readiness Exchange
8. CO.TRAIN-Colorado Training Finder Real-Time Affiliate Integrated Network
9. CPG-Capability Planning Guide
10. CVM-Colorado Volunteer Mobilizer
11. DHSEM-Division of Homeland Security and Emergency Management
12. DOC-Department Operations Center
13. EOP-Emergency Operations Plan
14. ESAR-VHP- Emergency System for Advance Registration of Volunteer Health Professionals
15. HAN-Health Alert Network
16. HCC-Healthcare Coalition
17. HVA-Hazards Vulnerability Assessment
18. ICS-Incident Command Structure
19. IMATS- Inventory Management and Tracking System
20. IP-Improvement Plan
21. LPHA-Local Public Health Agency
22. MCM-Medical Countermeasure
23. MYTEP-Multi-Year Training and Exercise Plan
24. NIMS-National Incident Management System
25. OEPR-Office of Emergency Preparedness and Response
26. POD-Point of Dispensing
27. PHEOP-Public Health Emergency Operations Plan
28. RTP-Regional Transfer Point
29. SNS-Strategic National Stockpile
30. TEPW-Training and Exercise Planning Workshop

III. Work Plan:

Goal #1: Increase capacity for preparedness, response and recovery in Colorado.

Objective #1: No later than the expiration date of the Contract, provide public health preparedness; improve response and recovery activities through planning.

Primary Activity #1	The Contractor shall update their agency COOP (Continuity of Operations Plan) to meet the minimum federal requirements.
Primary Activity #2	The Contractor shall complete the 'Critical Workforce Group Tiers' spreadsheet.
Primary Activity #3	The Contractor shall develop or update their agency Volunteer Management Plan.
Primary Activity #4	The Contractor shall coordinate a minimum of two (2) county-level Pandemic Influenza planning meetings with relevant subject matter experts and community partners, including AFN representatives, to orient partners on the local/county pandemic plan.
Primary Activity #5	The Contractor shall participate in planning for the Coalition Surge Test (CST) as a core member of the HCC.
Primary Activity #6	The Contractor shall incorporate the OEPR Situational Awareness Tool into their PHEOP.
Primary Activity #7	The Contractor shall complete the 'Access and Functional Needs and Community Partners' report to identify current and desired engagement of community organizations who can provide relationships or support to their public's access and functional needs.
Primary Activity #8	The Contractor shall create a plan or integrate into existing plans AFN resources/practices and intentional community engagement into the 2021 Full Scale Exercise in its jurisdiction.
Primary Activity #9	The Contractor shall conduct one-to-one interviews or focus groups with at least three (3) stakeholders/community groups OR document action steps identified from community conversations in the last year to integrate jurisdictional access & functional needs in public health emergency plans and practices.
Primary Activity #10	The Contractor shall participate in the HCC HVA.
Primary Activity #11	The Contractor shall update their local community and responder Mass Prophylaxis/ Vaccination/POD Plans.
Primary Activity #12	The Contractor shall assist in the planning/responding to issues impacting high-risk populations such as people experiencing homelessness and/or substance use issues.
Primary Activity #13	The Contractor shall participate in the Regional ESF#8 Training and Exercise Planning Workshop attended by at a minimum, hospitals, EMS, emergency management organizations, and public health agencies.
Primary Activity #14	The Contractor shall participate in the development of a Regional ESF#8 Multi-Year Training and Exercise Plan that includes at a minimum, hospitals, EMS, emergency management organizations, and public health agencies.
Primary Activity #15	The Contractor shall participate in the Regional Pandemic Influenza Tabletop Exercise with Regional Staff and the Readiness and Response Coordinator.

Primary Activity #16	The Contractor shall attend the 2019 OEPR Annual Meeting.
Objective #2: No later than the expiration date of the Contract, provide public health preparedness; improve response and recovery activities through training.	
Primary Activity #1	The Contractor shall have a trained primary and back-up CVM administrator.
Primary Activity #2	The Contractor shall participate in a web-based training on the OEPR Situational Awareness Tool.
Primary Activity #3	The Contractor shall participate in a web-based training on completing the 'Critical Workforce Group Tiers' worksheet.
Primary Activity #4	The Contractor shall participate in a web-based training on 'Vaccination Planning for Critical Workforce Groups'.
Objective #3: No later than the expiration date of the Contract, provide public health preparedness, and improve response and recovery activities through exercises.	
Primary Activity #1	The Contractor shall complete the Coalition Surge Test (CST) as a core member of the HCC.
Primary Activity #2	The Contractor shall participate in quarterly redundant communications (eg. 800MHz radio) drills conducted by OEPR.
Primary Activity #3	The Contractor shall conduct a minimum of two (2) redundant communications drills with local operational sites (eg. PODs).
Primary Activity #4	The Contractor shall conduct a minimum of two (2) HAN Communication Drills.
Primary Activity #5	The Contractor shall participate in a minimum of two (2) IMATS SNS Resource Request Drills
Primary Activity #6	The Contractor shall create and send out two (2) mission drills utilizing the CVM
Objective #4: No later than the expiration date of the Contract, provide public health preparedness, and improve response and recovery activities through additionally identified needs.	
Primary Activity #1	The Contractor shall complete the 2019-20 CPG Survey with input from all relevant partners in its jurisdiction.
Primary Activity #2	The Contractor shall retain trained personnel to manage and monitor routine jurisdictional surveillance and epidemiological investigation systems and support surge requirements in response to threats.

<p>Primary Activity #3</p>	<p>The Contractor shall attend a minimum of one (1) Regional HCC or HCC Chapter meeting/per quarter.</p>
<p>Primary Activity #4</p>	<p>The Contractor shall update agency contact info twice/year in CO-SHARE.</p>
<p>Standards and Requirements</p>	<ol style="list-style-type: none"> 1. The Contractor shall utilize the ‘Public Health Emergency Preparedness and Response Capability-National Standards for State, Local, Tribal and Territorial Public Health, October 2018’ as guidance for all planning activities. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/ 2. The Contractor shall highlight or indicate areas of the COOP (Continuity of Operations Plan) that have been revised with the minimum federal requirements. These requirements are outlined in the PHEP NOFO COOP Requirements. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/ 3. CDPHE shall provide the ‘Critical Workforce GroupTiers’ worksheet template to contractor no later than 7/1/2019. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/. 4. The Contractor shall comply with the requirements stated in the “<i>Allocating and Targeting Pandemic Influenza Vaccine during an Influenza Pandemic</i>” when completing the ‘Critical Workforce Group Tiers’ worksheet. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/. 5. CDPHE will provide technical assistance and guidance from CDC on Planning Considerations for Vaccinating Critical Workforce Groups’ as it relates to Pandemic Operational Readiness. This will include new guidance from CDC, “<i>Implementing a Pandemic Influenza Vaccination Campaign</i>” and “<i>Roadmap for Allocating and Targeting Critical Workforce Groups for an Influenza Pandemic</i>”. These documents will be incorporated upon release from CDC and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/ 6. The Contractor shall facilitate discussions with the Pandemic Planning group regarding non-pharmaceutical interventions, access and functional needs (AFN), vaccination of critical workforce, etc. The Contractor shall have the option of using a facilitation guide developed by CDPHE. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/. 7. The Contractor shall adhere to the following guidelines for the Pandemic Influenza planning meetings: create new pandemic planning group or work with existing group; include representation from diverse sectors such as immunization, epidemiology, emergency management, communication experts, schools, health care providers and hospitals, businesses, pharmacies, immunization staff etc.

8. The Volunteer Management Plan must include: how LPHAs will manage walk-up volunteers, volunteer liability, licensure, Workman's Compensation, scope of practice, third party reimbursement issues, and documentation of ESAR-VHP compliant system if not using the Colorado Volunteer Mobilizer (CVM). CDPHE. CDPHE will provide Volunteer Plan guidance, including legal issues and managing spontaneous volunteers. This guidance is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
9. CDPHE will provide access to the Situational Awareness Tool via CO-SHARE by July 1, 2019. This tool will be incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
10. The Contractor shall integrate the Situational Awareness Tool into the Concept of Operations section of their Public Health Emergency Operations Plan (PHEOP) or Communications Annex to establish a mechanism to monitor situational awareness during emergent and non-emergent times.
11. CDPHE will provide an 'Access & Functional Needs (AFN) and Community Partners report' template for LPHAs by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>
12. CDPHE will provide an optional 2021 Full-Scale Exercise Community Engagement plan template for LPHAs to develop activities to integrate more public participation and AFN resources/practices into the 2021 Public Health Full-Scale Exercise Plan by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>
13. CDPHE will provide a C-MIST driven AFN Conversations Guidance document to support one-to-one interviews and focus groups by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>
14. The Contractor shall provide a HCC Healthcare Vulnerability Assessment (HVA) tool to include information that supports the public health priority to diagnose and investigate health problems and health hazards in the community, ensuring that endemic disease and novel threats are included in the analysis. CDPHE will provide the HCC HVA tool/template by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
15. The Contractor shall support and/or facilitate efficient, coordinated public health activities during the planning for or the duration of a response to issues impacting high-risk population such as people experiencing homelessness and/or substance use issues.
16. The Regional ESF#8 MYTEP must include five years of training and exercises, the integration of the HPP Health Care Coalition Training and Exercise Plan, and the required elements as indicated on the template provided by CDPHE via CO-SHARE. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
17. The Contractor shall support the TEPW with their subject-matter expertise, and logistical support as requested.

18. CDPHE will provide an exercise package for the Regional Pandemic Influenza Tabletop Exercise by July 1, 2019 that each region may use as a base template provided via CO-SHARE. These documents are incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
19. The Contractor must participate in the Regional Pandemic Influenza Tabletop Exercise as a "Player" so as to properly represent LPHA decisions and actions during a simulated event.
20. CVM administrators must have completed CVM Administrator training, signed the yearly confidentiality agreement and be recognized by OEPR as a CVM Administrator.
21. CVM Administrator training will be offered quarterly by CDPHE.
22. Contractors who have 10 employees or less may designate a regional staff member as their CVM Administrator backup. If a regional staff member is identified as the the back-up CVM Administrator, the regional staff member must provide written agreement to the CVM Coordinator.
23. CDPHE will validate attendance of the specific Situational Awareness Tool training attendee in CO.TRAIN.
24. CDPHE will conduct the 'Critical Workforce Group Tier Spreadsheet' training and validate contractor participation in CO.TRAIN.
25. CDPHE will provide the 'Vaccination Planning for Critical Workforce Groups' webinar to include an overview of new CDC guidance on "Implementing a Panflu Vaccination Campaign" and "Roadmap for Allocating and Targeting Critical Workforce Groups for an Influenza Pandemic".
26. The Contractor shall comply with the requirements stated in the Health Care Coalition Surge Test when completing the Coalition Surge Test Exercise. This information is located on the Public Health Emergency government website <https://www.phe.gov/Preparedness/planning/hpp/Pages/coalition-tool.aspx> and is incorporated and made a part of this contract by reference.
27. A minimum of one (1) EPR Coordinator per agency must respond to the quarterly redundant communication drills conducted by OEPR.
28. Redundant Communication Drills can include communication via 800MgHz radios, cell phone, text and/or email.
29. Tactical Communication Drills (radios) will focus on information sharing between the state and local department operations centers (DOC) and communication between the Receive, Store, Stage (RSS) site and Regional Transfer Point (RTP) and Local Transfer Points (LTP).
30. Participation in redundant communication drills initiated by CDPHE will be verified by CDPHE (i.e. CNS generated reports, radio drill spreadsheets).

	<p>31. Drills conducted by the Contractor to local operational sites should be documented on the 'Communications Drill Reporting Spreadsheet' provided by CDPHE.</p> <p>32. Local operational sites include the following: Department Operations Center (DOC); Open Point of Dispensing (POD); Closed POD; Regional Transfer Point (RTP); Local Transfer Point (LTP); and Healthcare Coalition (HCC) member agencies.</p> <p>33. Drills conducted by the contractor can be notification, exercise or real event.</p> <p>34. Contractor will include cdphe_epr_sit@state.co.us when conducting HAN notifications and drills.</p> <p>35. CDPHE will initiate and document IMATS SNS Resource Request Drills.</p> <p>36. The Contractor shall sign-up for the IMATS SNS Resource Request Drill electronically via CO.TRAIN.</p> <p>37. The Contractor shall use a 213rr or other inventory form to conduct IMATS SNS Resource Request drills. Resource Request forms are incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/.</p> <p>38. CDPHE will verify participation in IMATS SNS Resource Request drills by reviewing resource requests in IMATS.</p> <p>39. CDPHE will conduct IMATS drills once/quarter.</p> <p>40. CDPHE will provide a schedule for all OEPR drills by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/</p> <p>41. The Contractor shall complete the 2019-20 CPG Survey by using the CO-PHRCA (Colorado Public Health System Response Capacity Assessment).</p> <p>42. The Contractor shall conduct the 2019-20 CO-PHRCA in a manner as identical as possible to the jurisdiction's CO-PHRCA in the previous grant year, or update the results from the previous grant year's CO-PHRCA.</p> <p>43. CDPHE will provide results from the 2018-19 CO-PHRCA upon request.</p> <p>44. The 2019-20 CPG Survey should be completed by soliciting input from the following partners (as applicable) Hospitals, Emergency Medical Services (EMS), Emergency Management, Behavioral Health, Home Health, Long-term Care/Assisted Living, Schools, Law Enforcement, Elected Officials, Non-Profit/Volunteer Organizations, Faith-Based Organizations, LPHA Laboratory Staff</p> <p>45. CDPHE will provide guidance and tools for completing the 2019-20 CPG Survey, including access to the CO-PHRCA. This document is incorporated and made part of this contract by reference and is available on the following website:</p>
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	<p>https://sites.google.com/a/state.co.us/co-share/.</p> <p>46. Primary disease case investigation responsibility (i.e., local or state public health agency) and suggested public health response timelines are outlined on the CDPHE Communicable Disease Manual website in the "<i>Disease-case investigation guidance</i>" document found at the link titled "Public Health Reportable Condition Investigation Guidance". This document and website are incorporated and made part of the scope of work by reference and is available on the following website: https://www.colorado.gov/pacific/cdphe/communicable-disease-manual.</p> <p>47. The Contractor will ensure the development and submission to CO-SHARE of AAR/IPs for all Tabletop Exercises within 60 days of event conclusion.</p> <p>48. Functional exercises, full scale exercises, and real event responses must be submitted within 120 days of event conclusion. All joint HPP and PHEP exercises, including MCM exercises, shall include a surge of patients into the health care system.</p> <p>49. Accommodations for at-risk populations should be incorporated into all plans and exercises and any access or functional needs of at-risk populations that may interfere with their ability to access or receive medical care before, during, or after a disaster or emergency should be considered.</p> <p>50. The Contractor shall maintain NIMS compliance and a current emergency preparedness response plan.</p> <p>51. EPR Coordinators with less than two (2) years of Colorado OEPR experience must complete the "Public Health Emergency Preparedness and Response 101" online course at https://www.train.org/colorado/course/1077760/compilation. This site is incorporated and made part of this contract by reference.</p> <p>52. The Contractor shall assure they have members trained in the following systems as applicable (eg. CO-SHARE, CO.TRAIN, CNS, CVM, eICS, EMResource, IMATS).</p> <p>53. CDPHE will provide training on OEPR systems upon request.</p> <p>54. The Contractor shall register on CO.TRAIN for the 2019 OEPR Annual Meeting and sign-in at the registration desk.</p> <p>55. LPHA representation at 2019 OEPR Annual Meeting cannot be met by Regional Staff attendance.</p> <p>56. The Contractor shall register in CO.TRAIN for trainings as requested by OEPR. This information is located at the following website https://www.train.org/colorado and is incorporated and made part of this contract by reference.</p> <p>57. The Contractor shall assist regional staff to fulfill the requirements of the Statement of Work upon request of the regional staff.</p>
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	58. The Contractor must update agency contact info twice/year at the following location in CoShare https://sites.google.com/a/state.co.us/co-share/home/lpha . This site is incorporated and made part of this contract by reference.
Expected Results of Activity(s)	Colorado public health agencies will have increased capacity to respond to public health emergencies and related events to which a public health response is necessitated.
Measurement of Expected Results	Review of plans and CPG data surveys
	Completion Date
Deliverables	<ol style="list-style-type: none"> 1. The Contractor shall submit their updated agency COOP electronically via CO-SHARE. No later than 3/31/20 2. The Contractor shall submit their county-level Critical Workforce Group Tiers worksheet electronically via CO-SHARE. No later than 3/31/20 3. The Contractor shall submit their Volunteer Management Plan electronically via CO-SHARE. No later than 3/31/20 4. The Contractor shall submit notes/attendance roster from a minimum of one (1) HCC Coalition Surge Test (CST) planning meeting electronically via CO-SHARE. No later than 3/31/20 5. The Contractor will submit an updated PHEOP electronically via CO-SHARE. No later than 3/31/20 6. The Contractor shall submit an 'Access & Functional Needs and Community Partners' report electronically via CO-SHARE. No later than 12/31 19 7. The Contractor shall submit a 'Community Engagement and AFN Integration Plan' for the 2021 FSE electronically via CO-SHARE. No later than 6/15/20 8. The Contractor shall submit at least one collaboration activity identified with community partners to better integrate Access & Functional Needs into public health emergency plans or practices electronically via CO-SHARE. No later than 6/15/20 9. The Contractor shall indicate names of staff participating in the Regional HCC HVA electronically via CO-SHARE. No later than 6/15/20 10. The Contractor shall submit an updated community and responder Mass Prophylaxis/Vaccination/POD electronically via CO-SHARE. No later than 3/31/20 11. The Contractor shall submit any planning documentation, incident action plans or ICS org charts regarding any Hep A related response or planning initiative electronically via COSHARE. No Later Than 6/15/20 12. The Contractor shall indicate names of the individuals assisting with the Regional ESF#8 MYTEP Development electronically via CO-SHARE. No later than 12/31/19 13. The Contractor shall indicate the names of individuals attending the Regional ESF#8 Training and Exercise Planning Workshop electronically via CO-SHARE. No later than 12/31/19 14. The Contractor shall indicate electronically the names of the individuals participating in the Regional Pandemic Influenza Tabletop Exercise electronically via CO-SHARE. No later than 6/15/20

	15. The Contractor shall indicate electronically the names of individual attending the 2019 OEPR Annual Meeting electronically via CO-SHARE.	No later than 12/31/19
	16. The Contractor shall submit minutes, agendas and roster for meetings regarding pandemic influenza planning electronically via CO-SHARE.	No later than 6/15/20
	17. The Contractor shall submit copies of CVM administrator training certificates for primary and back up administrators electronically via CO-SHARE.	No later than 3/31/20
	18. The Contractor shall document the name of the 2019 OEPR Annual Meeting attendee electronically via CO-SHARE.	No later than 12/31/20
	19. The Contractor shall indicate names of individuals participating in the Critical Workforce Group Vaccination Planning webinar electronically via CO-SHARE.	No later than 3/31/2020
	20. The Contractor shall indicate names of individuals participating in the Critical Workforce Group-Tiers Spreadsheet webinar electronically via CO-SHARE.	No later than 9/30/19
	21. The Contractor shall submit documentation of participation of in the HCC Coalition Surge Test (CST) electronically via CO-SHARE.	No later than 6/15/20
	22. The Contractor shall submit agency-initiated drill report information in the Communications Drill Report form electronically via CO-SHARE.	No later than 6/15/20
	23. The Contractor shall indicate completion of IMATS drill electronically via CO-SHARE.	No later than 6/15/20
	24. The Contractor shall submit report of CVM drills conducted electronically via CO-SHARE.	No later than 6/15/20
	25. The Contractor shall submit their responses to the CPG Survey online through the 2019-20 CO-PHRCA (Colorado Public Health System Response Capacity Assessment).	No later than June 15, 2020
	26. The Contractor shall document electronically via CO-SHARE attendance at regional HCC meetings.	No later than June 15, 2020
	27. The Contractor shall update contact info in CO-SHARE	No later than February 29 and June 15, 2020

IV. Monitoring:

CDPHE’s monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, invoices, site visit results, electronic data and other fiscal and programmatic documentation as applicable. The Contractor’s performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

V. Resolution of Non-Compliance:

The Contractor will be notified in writing within thirty (30) calendar days of discovery of a compliance issue. Within ten (10) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Grants Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

<p>Budget To Original Task Order Routing Number 2020*248</p>

Expenditure Categories		
Personal Services		Budget
Position Title	Description of Work	
EPR Coordinator	Coordinates EPR Activities fro Gunnison County DHHS (\$32.25 /hour x 12hr/week x 52 weeks)	\$20,124.00
Total Personal Services		\$20,124.00
Supplies & Operating Expenses		Budget
Item	Description of Work	
Operating Supplies & Equipment	Operating Supplies & Equipment	\$160.00
Total Supplies & Operating Expenses		\$160.00
Travel		Budget
Item	Description of Work	
Per Diem	\$66/day @ 4 days	\$264
Lodging	Denver Fall Meeting (\$125) GJ EPR Workshop (\$125) @ 2 nights each	\$500
Mileage	Travel to EPR Fall meeting in Denver (402 miles), & Travel to GJ for EPR Workshop (250 miles) , and anticipated travel for trainings in workplan @ 58.00 cents/mile	
Total Travel		\$764.00
Contractual (payments to third parties or entities)		Budget
Item	Subcontractor Entity Name and/or Description of Item	
Total Contractual		\$0.00
SUB-TOTAL BEFORE INDIRECT		\$21,048.00
Indirect		Total Budget
Item	Description of Item	
Indirect Cost Rate	10%	\$2,104.00
Total Indirect		\$2,104.00
TOTAL		\$23,152.00

OPTION LETTER #: Click here to enter text.

State Agency : Colorado Department Of Public Health and Environment 4300 Cherry Creek Dr S Denver, CO 80246				Original Contract # CT 2020*248		
Contractor (Name and Address) Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison, Colorado 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison, Colorado 81230-2333				Option Contract Number Click here to enter text.		
Contract Performance Beginning Date : Click here to enter a date.				Current Contract Expiration Date : Click here to enter a date.		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Routing #	Federal Funding Amount*	State Funding Amount	Other Funding Amount	Term (dates)	Total
OL #1						\$
Original						\$
Current Contract Maximum Amount (YTD)						\$

1) OPTIONS

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

2) REQUIRED PROVISIONS:

- A. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option for an additional term, beginning **Click here to enter a date.** and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above, the State hereby exercises its option to **Choose an item.** the quantity of **Choose an item.** at the rates stated in the Original Contract as amended for the following reason: **Click here to enter text.**
- C. The Contract Maximum Amount table is deleted and replace with the Current Contract Maximum Amount Maximum Amount table shown above.

3) OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or **Click here to enter a date.** whichever is later.

EXHIBIT D

<p>PROGRAM APPROVAL</p> <p>By: _____</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Department of Public Health and Environment Jill Hunsaker Ryan MPH, Executive Director</p> <p>By: Lisa McGovern, Purchasing & Contracts Section Director, CDPHE</p> <p>Date: _____</p>
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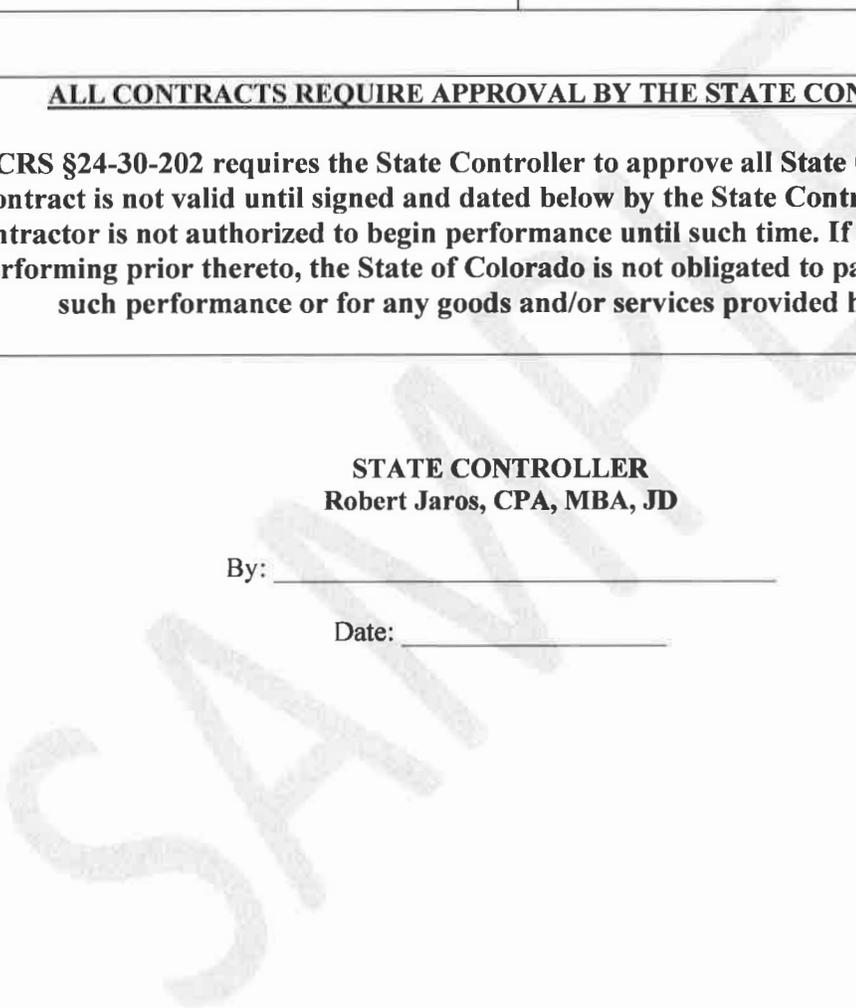
ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

**STATE CONTROLLER
Robert Jaros, CPA, MBA, JD**

By: _____

Date: _____



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Department of Early Childhood; Statement

Action Requested: Other Consent to Apply - No Signature Required at this time, please email when/if approved to apply

Parties to the Agreement: Colorado Department of Early Childhood

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Requesting Consent to Apply - Ongoing Early Childhood Council Work

Fiscal Impact:

Submitted by: Lana Athey

Submitter's Email Address: lathey@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 2/23/2024

County Attorney Review:

Required

Not Required

Comments:

With the understanding from submitting staff that no grant application is required, not seeing any legal issues. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 2/28/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/5/2024

Colorado Department of Early Childhood (CDEC)

Budget Template Instructions

General Instructions:

The Budget Template - Should be used to explain how an agency plans to use CDEC funds consistent with the proposed Work Plan. The Budget Template includes one worksheet for Instructions, and one worksheet for the Budget Template. Budget item requests and their associated deliverables need to be in alignment. The budget must provide a consistent, logical picture of what is to be accomplished, by whom, and how the costs are justified with the project. In the event that this alignment does not occur, applicants may be contacted with requests for clarifications and/or modifications. Additional information regarding Direct and Indirect Costs and unallowable costs can be found in 2 CFR Part 200 and the Electronic Code of Federal Regulations (e-CFR).

The budget categories in the template are provided and are not subject to change unless prior approval is obtained from the CDEC/CDEC contracts unit. Contractors are not required to address each budget category. If the category is not applicable to the contract budget enter the following sentence "There are no costs to be reimbursed in this category"

The information contained in each expenditure category helps CDEC understand the budget. Please provide narrative for each category in the "Description of Work" or the "Description of Item" section.

All costs requested by the Contractor in the narrative areas of the proposal must be reflected in the budget. "Costs to be determined" shall be considered non-responsive and consequently the Contractor budget will be deemed incomplete and will delay the contract finalized date.

The form is an Excel worksheet that includes instructions in various cells that can be viewed by hovering the computer mouse over the cells. The instructions below give additional guidance.

Contact Information

Complete the top portion of the form by providing Agency Name, Budget Period, Project Name, and Contact Information for both Program and Fiscal contacts.

Agency Name: Enter agency's name

Budget Period: Enter budget/ project period dates

Project Name: Enter the project name

Program Contact Name, Title, Phone and Email

Enter agency's program contact information here

Fiscal Contact Name, Title, Phone and Email

Enter agency's program contact information here

Personnel Services (Salaried Employees and Hourly Employees)

It is CDEC's expectation that agency employees included in this section will complete all of the work related to the project/contract.

Column A: Position Title

Example 1: Project Coordinator (salaried)

Example 2: Project Administrator (hourly)

Column B: Description of Work

Use the "Description of Work" column of the budget template to address the role and expected contribution of budgeted personnel. The time commitment of each individual should be justified as a reasonable estimate for the work to be performed. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, pension, etc.) must be included. For hourly employees, please include hourly rate, hourly fringe and the number of hours budgeted.

Columns D-F (salaried employees): Gross or Annual Salary / Fringe / Percent of Time on Project

Enter the Gross or Annual salary, Fringe, and the Percent of Time Spent on Project for each employee that will work on the project.

For example: A full-time salaried employee is paid \$60,000 a year; their fringe benefits rate is 22%; they plan to spend approximately 100% of their time on the project. Their total contribution to the Work Plan is calculated as follows:

\$	60,000	*Gross Annual Salary
	22%	Fringe %
\$	13,200	*Fringe (\$60,000 x 22%)
\$	73,200	Annual Salary + Fringe (\$60,000 + \$13,200)
	100%	*Percent of Time on Project
\$	73,200	Amount Requesting from CDEC (automatically calculates)

*Enter into the Budget Template

Column G: Total Amount Requested from CDEC

This column should reflect the amount the agency is requesting from CDEC for each employee working on the project.

Total Personnel Services (including fringe benefits)

This row should show the totals for each column and reflect the total amount of Personnel Services costs the agency is requesting from CDEC.

Contractors/Consultants (payments to third parties or entities)

This category should describe costs for subcontractors (persons not employed by the agency) needed to complete work on the Work Plan. This includes consulting and personal services subcontracts. The Description of Item should specify the need for the subcontractor, the selection process, the work to be performed, how costs were calculated and the expected deliverables. CDEC may request copies of contractual and grant agreements or MOU/MOA's during the contract period. Subcontractors may not be pre-paid for services. All Subcontractor contracts must follow a cost reimbursement structure.

Column A: Item

List the name of subcontractor

Example 1: ABC Training, Inc.

Column B: Description of Item

Example 1: Project Towards No Drug Abuse Trainer

A contractor will be hired to conduct Project Towards No Drug Abuse training for 2 days with up to 15 participants from 3 area high schools. The contractor will be responsible for development and facilitation of training. A Request for Proposal will be developed to elicit contractors. Applications will be scored and selected based on reasonableness of cost and ability to meet stated criteria. The program staff members do not have the necessary skills to carry out the proposed work required as training skills are very specialized. Hiring a contractor is more feasible and cost effective than hiring a full-time employee for the first project year.

Column G: Total Amount Requested from CDEC

This column should reflect the amount the agency is requesting from CDEC for each subcontractor.

Total Contractors/Consultants

This row should reflect the total amount of Contractors/Consultants costs the agency is requesting from CDEC.

Travel

This expenditure category should include all in-state and out-of-state travel expenses. Conferences, training and out-of-state travel must be budgeted and pre-approved by the CDEC program manager and directly enhance or contribute to the Contractors ability to perform the contracted scope of work. Please separate travel costs into categories such as lodging, meals, mileage, and airfare, and indicate how they support the Work Plan. Use the Description of Item column to describe the necessity and reasonableness of all estimated travel costs. Indicate which project personnel will be traveling and describe their anticipated contributions to the Work Plan. Detail how cost estimates for airfare, mileage, ground transportation, and lodging were determined. Include any mandatory meetings. CDEC may require submission of an agency's travel policy during the contract period. All travel must be in compliance with the agency's travel plan or the state travel fiscal rules and rates, which are updated frequently and may be found: <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.

Column A: Item

List the item in this column: i.e., mileage, lodging, meals, airfare

Column B: Description of Item

This section should describe the necessity and reasonableness of all estimated travel costs. Indicate the project personnel who will be traveling and describe their anticipated contributions to the work plan. Detail how cost estimates were determined.

Column G: Total Amount Requested from CDEC

This column should reflect the amount the agency is requesting from CDEC for each travel line.

Total Travel Expenses

This row should total Travel Expenses the agency is requesting from CDEC.

Supplies & Operating Expenses

Supplies and operating expenses may include, but are not limited to, postage, office supplies, paid media, educational materials, and copying.

Column A: Item

This column should list the item to be used in support of the Work Plan. Noted below are two examples from the example in Attachment A - Work Plan

Example 1: Training Materials - TND materials for 225 youth for 3 schools

Example 2: Telephone lines/long distance and Internet services

Column B: Description of Item

This is a description of the item(s) listed in Item Column. Use the Item Description Column to describe the rationale for the costs budgeted (how it will be used to advance the Work Plan) and how cost estimates are calculated.

Example 1: Includes work book and other necessary supplies. Work book = \$15/student ($\$15 \times 225 = \$3,375$) and teacher supplies (paper, markers, flip chart, etc...) \$20/9 sessions ($\$20 \times 9 = \180)

Column G: Total Amount Requested from CDEC

This column should reflect the amount the agency is requesting from CDEC for each supply item.

Total Supplies & Operating Expenses

This row should total the Supplies & Operating Expenses the agency is requesting from CDEC.

Modified Total Direct Costs (MTDC)

This row should total the amount of all Modified Total Direct Costs the agency is requesting from CDEC.

Please Note: Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.

Indirect Costs

Indirect costs will be paid according to the Electronic Code of Federal Regulations provision. Any non-federal entity (including a non-profit organization) shall use either the de minimis rate of 10% of modified total direct costs (MTDC) or an approved and negotiated indirect cost rate (federal or state approved rate.) Agency must supply a copy of the federal or state negotiated indirect rate.

Column A: Item

Please reflect one of the Indirect Cost options for this section. Indirect Costs may be requested (1) using the agency's Federally Negotiated Indirect Cost Rate or (2) agency's State Negotiated Indirect Cost Rate or (3) 10%, de minimis rate unless your agency has previously negotiated a rate with the State of Colorado.

Column B: Description of Item (description is not necessary for the negotiated rate agreement)

Example: Using indirect cost rate that applies 10% of Modified Total Direct Costs.

TOTAL

This row should be the TOTAL of all expenses, including Indirect Costs that the agency is requesting from CDEC for the project.



STATEMENT OF WORK (SOW)

EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)

COLORADO SHINES QUALITY IMPROVEMENT (CSQI)

AVAILABILITY AND OUTREACH (A&O)

FAMILY CHILD CARE HOME NAVIGATION (FCCH)

EXPANDING QUALITY IN INFANT TODDLER CARE INITIATIVE (EQIT)

GUNNISON COUNTY

220 NORTH SPRUCE STREET

GUNNISON, CO 81230

AS FISCAL AGENT FOR:

GUNNISON HINSDALE EARLY CHILDHOOD COUNCIL

STATEMENT OF WORK (SOW)

EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)

The Statement of Work (SOW) is a document which describes the scope of work required to complete a specific project. It is a formal document and must be agreed upon by all parties involved and ultimately becomes a part of the executed agreement (Contract, PO, etc.). In order to be effective, the SOW must contain an appropriate level of detail so all parties clearly understand what work is required, the duration of the work involved, what the deliverables are, and what is acceptable.

INTRODUCTION/BACKGROUND

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

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

SCOPE OF WORK

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

PERIOD OF PERFORMANCE

July 1, 2024 - June 30, 2025

WORK PLAN

ECSB Work Plan

OUTCOMES, BENCHMARKS, AND MILESTONES

Outcome statement #1:

The GHECC shall maintain an early childhood council that meets state statute and the rules governing councils, including membership of 7 mandatory stakeholders, submission of current strategic and evaluation plan, and tracking of measurements.

The GHECC shall continue to be a functioning early childhood council that meets state statute and new rules.

An evaluation plan and report are submitted to the OEC on an annual basis.

Key Activity A: Maintain Membership and Hold Council Meetings

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Plan and hold at least 6 GHECC meetings per year.	July 1, 2024 - June 30, 2025	6 GHECC meetings held per year	Meeting notes with attendance on sign-in.	Early Childhood Services Supervisor	Personnel
Maintain membership of at least 10 members with 7 mandatory Stakeholder members.	July 1, 2024 - June 30, 2025	10 Early Childhood Members with 7 Mandatory members represented.	Membership List with Contact information and alignment with 7 Mandatory members.	Early Childhood Services Supervisor	Personnel
Develop and approve new Memorandum of Understanding with members.	July 1, 2024 - June 30, 2025	New MOUs are signed by all members, including 7 mandatory stakeholders and updated yearly.	MOUs are signed and submitted	Early Childhood Services Supervisor	Personnel

Actively inform and include small or under-represented early childhood service providers in Early Childhood Council activities and functions	July 1, 2024 - June 30, 2025	Small or under-represented early childhood service providers shall be invited and encouraged to attend Council meetings	Small or under-represented early childhood service providers shall attend Council meetings.	Early Childhood Services Supervisor	Personnel
Key Activity B: Strategic Plan, Evaluation Plan and Report					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Review, update, and approve Strategic Plan annually that responds to local needs and conditions to increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents.	July 1, 2024 - June 30, 2025	Submitted updated Strategic Plan annually	Plan is submitted to the CDEC	Early Childhood Services Supervisor	Personnel
Develop, approve, and conduct an Evaluation Plan, which is a local system of accountability to measure local progress based on the needs and goals set for program performance	July 1, 2024 - June 30, 2025	Submitted Evaluation Plan annually	Plan is submitted to the CDEC	Early Childhood Services Supervisor	Personnel

Track and report annually accountability measurements defined in the strategic plan	July 1, 2024 - June 30, 2025	Data tracking requested measures annually	Data is submitted to the OEC	Early Childhood Services Supervisor	Personnel
Create an Evaluation Report, based on the strategic plan	July 1, 2024 - June 30, 2025	Submitted Evaluation Report annually	Evaluation Report is submitted to the OEC	Early Childhood Services Supervisor	Personnel
Key Activity C: Bylaws, Operating Agreement and Organizational Chart					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Review, update if needed, and approve council Bylaws, Operating Agreement, and Organization Chart annually	July 1, 2024 - June 30, 2025	Submitted Bylaws, Operating Agreement, and Organizational Chart	Bylaws, Operating Agreement, and Organization Chart is submitted to OEC	Early Childhood Services Supervisor	Personnel
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement #2:	<p>Early Childhood Services Providers shall have a local, in person, professional development opportunity and improve their Early Childhood Professional Credential Level.</p> <p>At least 65 early childhood service providers attend the nurturing the young child conference by May 1, 2024 and annually thereafter.</p>				
Key Activity D: Nurturing the Young Child Conference					

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Hold an annual Nurturing the Young Child Conference (NTYC) in collaboration with Western State Colorado University.	May 1, 2025	The NTYC Conference shall provide at least 5 training hours	List of Attendees, number of training certificates given	Early Childhood Services Supervisor	Personnel and Annual Conference

SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
An updated and approved strategic plan shall be submitted to the OEC.	Jul 1, 2024- June 30, 2025	The GHECC shall update and approve the strategic plan and evaluation plan annually.
An evaluation report shall be submitted to the OEC.	Jul 1, 2024- June 30, 2025	The GHECC shall create an evaluation report.
At least 10 council members shall have signed MOUs, including the 7 mandatory members, which shall be submitted to the OEC.	By January 31, 2025	The Gunnison Hinsdale Early Childhood Council shall approve a new Memorandum of Understanding with all council members, including the seven Mandatory Stakeholders by December 31 st , 2020.
At least 65 early childhood service providers shall attend the local	By May 1, 2025.	The GHECC shall hold an annual Nurturing the Young Child Conference with at least 65 attendees attending the conference and 3 obtaining 0.5 CEUs.

professional development conference as shown by registration tracking.		
Participate as needed in the Shared Measures data collection	Jul 1, 2024- June 30, 2025	GHEC shall participate in Shared Measurement Tool Data sharing as required.

ACCEPTANCE CRITERIA

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

STATEMENT OF WORK (SOW)

COLORADO SHINES QUALITY IMPROVEMENT (CSQI)

INTRODUCTION/BACKGROUND

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

SCOPE OF WORK

This scope of work is intended to:

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

PERIOD OF PERFORMANCE

July 1, 2024 – June 30, 2025

WORK PLAN

CSQI WORK PLAN

Key Activity A: Community Dispersion of High Quality CCCAP

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
<p>Target and outreach to Colorado Shines Quality Level 2 child care providers accepting CCCAP in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high quality programs (Level 3-5); help programs understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs</p>	<p>7/1/2024 – 6/30/2025</p>	<p>Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs</p>	<ul style="list-style-type: none"> ü Number of quality Level 2 targeted child care providers ü Number of providers contacted and given information 	<p>Quality Improvement Navigator</p>	<p>Personnel</p>



<p>Provide technical assistance and quality improvement (QI) coaching to targeted child care providers that apply for a Colorado Shines Quality Rating and connect providers to professional development opportunities offered by the Council or other local/state agencies. Technical Assistance and Coaching include the topic of Family Engagement as listed in School Readiness Plan.</p>	<p>7/1/2024 – 6/30/2025</p>	<p>Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5</p>	<ul style="list-style-type: none"> ü Number of QI Coaching hours provided ü Total funds spent by providers on QI materials ü Total funds spent on professional development training ü Colorado Early Childhood Credential level of provider staff members ü Number of child care providers (that accept CCCAP) apply for a Level 3-5 Quality Rating ü Number of child care providers (that accept CCCAP) eligible children increase their quality to a Level 3-5 ü Number of CCCAP eligible children that receive high quality child care services 	<p>Quality Improvement Navigator and QI Coach</p>	<p>Personnel and GAE Funding</p>
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<p>Target and outreach to Colorado Shines Quality Level 3-5 child care providers that do not currently accept CCCAP in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high-quality programs (Level 3-5); provide information to providers about the financial benefits of accepting CCCAP eligible children; connect them with the appropriate County CCCAP staff</p>	<p>7/1/2024 – 6/30/2025</p>	<p>Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children</p>	<ul style="list-style-type: none"> ü Number of quality Level 3-5 child care providers targeted that are given information to providers about the financial benefits of accepting CCCAP eligible children ü Number of quality Level 3-5 providers that contact CCCAP staff in their County ü Number of quality Level 3-5 providers that secure a CCCAP Fiscal Agreement ü Number of CCCAP eligible children that receive high quality child care services 	<p>Early Childhood Services Supervisor or designee(s) named by Early Childhood Council Coordinator</p>	<p>Personnel</p>
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CSQI WORK PLAN

OUTCOMES, BENCHMARKS, AND MILESTONES

<p>Outcome statement:</p>	<p>Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.</p>
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Key Activity B: Colorado Shines Program Engagement

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Outreach to Colorado Licensed Child Care providers (Level 1) by email, mail, phone calls and/or face to face visits to help programs understand the structure, requirements and benefits associated with Colorado Shines	7/1/2024 – 6/30/2025	Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities	Number of level 1 providers contacted by each avenue	Quality Improvement Navigator	Personnel
Provide technical assistance to Level 1 providers to register on Colorado Shines, Professional Development Information System (PDIS) and provide a detailed overview of the rating levels and the steps programs shall need to take to maintain these ratings	7/1/2024 – 6/30/2025	Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating	Number of providers receiving technical assistance Number of technical assistance hours provided Number of providers registered on Colorado Shines Number of providers with a PDIS account	Quality Improvement Navigator	Personnel
Provide a copy of the QRIS Program Guide to licensed providers	7/1/2024 – 6/30/2025	Encourage local child care providers to take action on increasing the quality of their care with accurate information	Number of QRIS Program Guides distributed to providers	Quality Improvement Navigator	Personnel

OUTCOMES, BENCHMARKS, AND MILESTONES

Outcome Statement		Increase the number and percentage of children receiving child care subsidy being served in a high quality program.			
Key Activity C: CCCAP Children Served in High Quality Programs					
Tasks	Time Period	Deliverable	ü Measurement	Person(s) Responsible	Budget Category
Continue to meet regularly with CCCAP staff and other family service agencies	7/1/2024 – 6/30/2025	Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff	<ul style="list-style-type: none"> ü Number of meetings with agenda ü Number of participants and agency representation ü Number of children receiving CCCAP 	Early Childhood Services Supervisor or designee(s) named by Early Childhood Council Coordinator	Personnel
Provide technical assistance to providers on the financial benefits of accepting CCCAP eligible children and in connecting with appropriate County CCCAP staff to develop a fiscal agreement for child care subsidy	7/1/2024 – 6/30/2025	Support providers to get accurate information, training and technology on the CCCAP program	<ul style="list-style-type: none"> ü Number of providers with County CCCAP fiscal agreement ü Number of providers that accept CCCAP in Colorado Shines 	Early Childhood Services Supervisor and QI Navigator	Personnel
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.				

Key Activity D: Promotion of Colorado Shines Quality Rating & Improvement System & Early Learning Development Guidelines					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Website	7/1/2024 – 6/30/2025	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is made available on the Gunnison County ECC Website	Gunnison County ECC website information with links to resources for Colorado Shines Quality Rating and Improvement and Early Learning Development Guidelines System	Early Childhood Services Supervisor or designee(s) named by Early Childhood Council Coordinator	Personnel And Indirect Cost
Early Childhood Council Meetings and Outreach messages: email, Facebook, newspapers	7/1/2024 – 6/30/2025	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at bi-monthly Council Meetings, or through Facebook, email lists, and newspapers	Number of Communities meetings with agendas and participants	QI Navigator	Personnel

SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).	July 1, 2024 – June 30, 2025	<ul style="list-style-type: none"> · Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs · Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5

		<ul style="list-style-type: none"> Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children
Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.	July 1, 2024 – June 30, 2025	<ul style="list-style-type: none"> Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating Encourage local child care providers to take action on increasing the quality of their care with accurate information
Increase the number and percentage of children receiving child care subsidy being served in a high quality program.	July 1, 2024 – June 30, 2025	<ul style="list-style-type: none"> Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff Support providers to get accurate information, training and technology on the CCCAP program
Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	July 1, 2024 – June 30, 2025	<ul style="list-style-type: none"> Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is made available on the ECC Website Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is promoted monthly through the ECC email listserve Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at monthly Community Meetings or through email, Facebook, newspaper messages

ACCEPTANCE CRITERIA

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

STATEMENT OF WORK (SOW)

AVAILABILITY AND OUTREACH (A&O)

INTRODUCTION/BACKGROUND

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

SCOPE OF WORK

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

PERIOD OF PERFORMANCE

July 1, 2024 – September 30, 2024

A&O Work Plan

Key Activity A: Develop methods for their local child care providers to report open child care slots.

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Develop a variety of methods for their local child care providers to report open child care slots (e.g., calling, texting, emailing, completing an online form)	July 1st, 2024 - September 30th, 2024.	-outreach methods are created to allow for easy reporting on open child care slots.	-text, email, or calling methods are developed and child care slot availability is tracked throughout the grant period.	Availability and Outreach Navigator	Personnel

A&O Work Plan

Key Activity B: Conduct frequent contacts with each child care provider in their catchment area

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
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<p>Conduct frequent contacts with each child care provider in the GHECC catchment area to: inform child care providers of the enhanced support, allow providers to choose between a text or listserv reminder about reporting openings, and collect information on special populations served by the provider where that information is not already in Colorado Shines.</p>	<p>July 1st, 2024 - September 30th, 2024</p>	<p>-Frequent contact are made with each child care provider to inform of enhanced supports and connect to available resource.</p>	<p>-Number of contacts made throughout the grant period</p>	<p>Availability and Outreach Navigator</p>	<p>Personnel</p>
A&O Work Plan					
Key Activity C: upload data to the Colorado Shines Salesforce system					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
<p>Upload data to the Colorado Shines Salesforce system to inform the Colorado Shines Statewide Call Center and search results on the Colorado Shines website (http://coloradoshines.org/);</p>	<p>July 1st, 2024 - September 30th, 2024</p>	<p>-Upload availability data in the Colorado Shines Salesforce System</p>	<p>-Availability data is tracked and uploaded on a regular basis.</p>	<p>Availability and Outreach Navigator</p>	<p>Personnel</p>
A&O Work Plan					

Key Activity D: Work with other positions and utilizing their particular knowledge to strategically increase the supply and quality of child care services within their service area.

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Regular contact with other positions (i.e. family child care home navigators, licensing specialists), to gain perspective on the ability of providers to serve special populations and the lack of available slots, to strategically increase the supply and quality of child care services within their service area, in partnership with public agencies and private entities.	July 1st, 2024 - September 30th, 2024	-Regular contact is made with other positions and conversations and planning are completed within the council to access the availability of child care slots and future child care needs in catchment area.	-Reports on available child care slots and future child care needs are completed	Availability and Outreach Navigator Early Childhood Services Supervisor	Personnel

SCHEDULE/MILESTONES

<u>Measurement</u>	<u>Schedule</u>	<u>Deliverables</u>
Text, email, and/or calling methods are developed and child care slot availability is tracked throughout the grant period.	September 30, 2024	outreach methods are created to allow for easy reporting on open child care slots.

<p>Availability data is gathered and uploaded to Colorado Shines Salesforce System on a bi-monthly basis.</p>	<p>September 30, 2024</p>	<p>The GHECC shall gather and upload availability data on a regular basis.</p>
<p>The GHECC shall meet with other positions that support licensed providers once in the grant period to access child care availability and lack of child care slots in the catchment area.</p>	<p>September 30, 2024</p>	<p>The GHECC shall track and report on available child care slots, waitlists, and the number of child care slots needed to meet the child care needs of the community. The GHECC shall also strategize around ways to increase the supply and quality of care in catchment area.</p>

ACCEPTANCE CRITERIA

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

STATEMENT OF WORK (SOW)

FAMILY CHILD CARE HOME NAVIGATION (FCCH)

INTRODUCTION/BACKGROUND

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

SCOPE OF WORK

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

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

PERIOD OF PERFORMANCE

July 1, 2024 - September 30, 2024

FCCH Work Plan					
Key Activity A: Provide technical assistance and support to new and existing Family Child Care Homes and connect family child care providers with quality improvement navigators and coach.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Participating in cross-training in coaching approaches to technical assistance and support with other local consultative roles (i.e. EQ trainers, ECMH, etc.), if available in the community, and/or directly connecting with these other consultative roles to understand their offerings.	July 1 st , 2024-September 30 th , 2024	The FCCH navigator have a good understanding of coaching approaches and technical assistance provided by other local consultative roles and understands what they are able to offer to FCCH providers.	Number of trainers/trainings connected to other local consultative roles to support their operations.	FCCH Navigator	Personnel
Regularly connect new, existing and potential FCCH providers to supports available to them including: financial, professional development, shared services, child care	July 1 st , 2024-September 30 th , 2024	Providing information on and connections to existing supports.	-Number of existing, new, and potential providers contacted and given information on existing supports.	FCCH Navigator	Personnel

management software, family child care home associations, and benefits opportunities					
Providing technical assistance to new family child care home providers as they move through the licensing process in their community.	July 1 st , 2024-September 30th, 2024	Support FCCH providers throughout the licensing process (including addressing zoning issues, business codes, etc.) and in accessing financial resources to begin their business (i.e. licensing incentives	Number of providers supported through the licensing process	FCCH Navigator	Personnel
Providing technical assistance to existing family child care home providers in completing applications for grants and other opportunities	July 1 st , 2024-September 30th, 2024	Support FCCH providers in accessing and completing applications for grants and other opportunities	Number of providers supported through the application process	FCCH Navigator	Personnel
Connect FCCH providers with CSQI Navigators	July 1 st , 2024-September 30th, 2024	FCCH providers have a good understanding of the Colorado Shines Quality Rating and Improvement System and the rating process. - Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	-Number of providers connected to CSQI navigators and coaches	FCCH Navigator QI Navigator and Coach	Personnel
FCCH Work Plan					

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

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Share information with new and existing FCCH providers around <u>HB21-1222</u> and <u>SB21-077</u>	July 1 st , 2024-September 30th, 2024	Information on HB21-1222 and SB21-077 is shared with potential, new, and existing FCCH providers to inform them of these new laws that remove licensing barriers and might impact their operations.	-Document created that outlines new legislation -Number of providers information was shared with.	FCCH Navigator	Personnel

FCCH Work Plan

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

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Assisting new and existing family child care providers to understand the Colorado Child Care Assistance Program (CCCAP) and supporting them as they obtain a fiscal agreement to enroll children participating in this program, in addition to facilitating relationships with the county human service departments;	July 1 st , 2024-September 30th, 2024	New and existing FCCH providers are aware of, understand, and are able to obtain a fiscal agreement with the Colorado Child Care Assistance Program (CCCAP).	-Number of providers given information on CCCAP -Number of FCCH providers with a CCCAP fiscal agreement	FCCH Navigator	Personnel



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FCCH Work Plan

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

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Recruiting new family child care home providers in their communities and connecting them with the licensing bonus program, if applicable;	July 1 st , 2023- June 30 th , 2024	-Notify potential FCCH home providers of the licensing bonus opportunity.	-Potential providers are notified of licensing bonus opportunity and apply for a FCCH license	FCCH Navigator	Personnel

FCCH Work Plan

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

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category



<p>Helping new and existing family child care providers access important program benefits, health insurance options, and consultative supports, such as the Child and Adult Care Food Program (CACFP), and consultative supports, including, but not limited to early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports.</p>	<p>July 1st, 2023- June 30th, 2024</p>	<p>New and existing FCCH providers are given information on available programs and consultative supports.</p>	<p>-Number of providers contacted and given information</p>	<p>FCCH Navigator</p>	<p>Personnel</p>
<p>FCCH Work Plan</p>					
<p>Key Activity G: participating in ongoing technical assistance and training opportunities. including around equity, diversity and inclusion, and a community of practice with other family child care home navigators, led by the Family Child Care Home Navigator Project Manager.</p>					
<p>Tasks</p>	<p>Time Period</p>	<p>Deliverable</p>	<p>Measurement</p>	<p>Person(s) Responsible</p>	<p>Budget Category</p>



<p>Participation in ongoing technical assistance and training opportunities including around equity, diversity and inclusion, and a community of practice with other family child care home navigators, led by the Family Child Care Home Navigator Project Manager.</p>	<p>July 1, 2024- September 30th, 2024</p>	<p>The FCCH Navigator shall participate in technical assistance and training opportunities offered throughout the year.</p>	<p>-Participation in technical assistance and community of practice</p>	<p>FCCH Navigator</p>	<p>Personnel</p>
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SCHEDULE/MILESTONES

<u>Measurement</u>	<u>Schedule</u>	<u>Deliverables</u>
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<p>8 potential, new, or existing providers shall be connected to or provided information on:</p> <ul style="list-style-type: none"> -other local consultative roles (EQIT, ECMH, etc.). - financial, professional development, shared services, child care management software, family child care home associations, and benefits opportunities - Colorado Child Care Assistance Program (CCCAP). -Child and Adult Care Food Program (CACFP), and consultative supports, including, but not limited to early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports. -health insurance options 	<p>September 30th, 2024</p>	<p>The GHECC shall provide a report on the number of new and existing FCCH providers connected with during the grant period as well as what programs or opportunities were discussed with each interaction.</p>
<p>Document outlining new legislation is created and shared with FCCH providers.</p>	<p>September 30th, 2024</p>	<p>The GHECC shall create a document outlining new legislation the impacts FCCH providers and information shall be shared with potential, new and existing FCCH providers.</p>
<p>FCCH navigator shall participate in 75% of the technical assistance and training opportunities offered by the FCCH Navigator Project Manager.</p>	<p>September 30th, 2024</p>	<p>The FCCH navigator’s participation shall be tracked.</p>



At least 1 FCCH provider shall become licensed and take advantage of the licensing bonus during the grant period	September 30 th , 2024	Number of new licensed FCCH providers
Refer FCCH providers to the CSQI navigator in order to increase the number of quality rating FCCH providers in the community.	September 30 th , 2024	Number of providers connected to CSQI navigator that engage in a Level 2-5 rating.

INTRODUCTION/BACKGROUND

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

The primary evidence-based professional development activities carried out by local, approved EQ Infant Toddler Specialists are the 48-hour EQIT course of training offered in local communities across the state and Coaching with the EQ RELATE. All individuals teaching the EQIT course must be PDIS Credentialed EQ Infant Toddler Specialists as of the beginning of the performance period. All individuals conducting EQ RELATE Coaching must adhere to the EQ model, utilizing the EQ RELATE Coaching tools, and be a PDIS Credentialed EQ Infant Toddler Specialist Coach. Additional activities include the fidelity implementation of evidence-based professional development for infant and toddler early care educators and the capacity-building of infant toddler specialists and local communities.

SCOPE OF WORK

The EQ Initiative supports Early Childhood Councils to increase the quality of infant and toddler child care through the provision of evidence-based training and coaching for infant and toddler early care educators, deployed by PDIS Credentialed EQ Infant Toddler Specialists and other approved individuals. EQIT training and coaching seek to increase the quality and availability of responsive, relationship-based infant toddler care in local communities across Colorado. The Early Childhood Council will offer the approved 48-hour EQIT course of training and individualized EQ RELATE Coaching, following all EQ Initiatives guidelines. Any changes to the EQIT Course of Training, the EQ Coaching model must be pre-approved. Other high-quality, evidence-based professional development for infant toddler early care educators can be provided with Program Manager approval including enhanced coaching, Touchpoints, and scholarships for ECE 111/112 and/or the Infant Toddler or Family Child Care CDA. All requirements of these programs must be met.

The EQIT course and coaching are designed to be offered at very low cost to infant toddler caregivers across Colorado. However, Early Childhood Councils may charge a nominal fee (up to \$50/pp for training) and may use those funds ONLY for EQIT-related needs. There must be a written plan in place to reduce or eliminate this charge for individuals who cannot afford to pay training fees.

PERIOD OF PERFORMANCE

July 1, 2024 - June 30, 2025, with an option to renew for up to five years.

WORK PLAN

EQ Initiative Work Plan

OUTCOMES, BENCHMARKS, AND MILESTONES

Outcome statement:	<p>Individuals caring for infants and toddlers are confident and competent in their ability to engage in the responsive relationships with infants, toddlers, and their families that result in infants and toddlers experiencing secure attachments in all care settings.</p> <p>EQ Infant Toddler Specialists are qualified and competent to enhance the relationships around infants and toddlers.</p>
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Key Activity A: Collaboration with key stakeholders and systems partners, specific to infants, toddlers, and their caregivers

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Connect, coordinate and collaborate with local key stakeholders and efforts concerned with and/or impacting the quality of infant toddler care and enhancing the relationships around infants and toddlers.	July 1, 2024 - June 30, 2025	<p>The EC Council and/or EQ team members will contact and collaborate with key stakeholders to include the community college, local infant toddler initiatives, and Colorado Shines Quality Improvement.</p> <p>The EC Council and EQ team members will participate in professional development and/or technical assistance offered by the EQ Initiative.</p>	<p>Quarterly Reporting includes:</p> <ul style="list-style-type: none"> • Description provided of efforts to contact, coordinate, and collaborate with key stakeholders • Detailed description of connections between EQ and other quality improvement work. • Name and contact information of local community college contact with description of efforts to offer course credit to EQIT participants 	Early Childhood Services Supervisor or EQ Staff.	Personnel

Key Activity B: Fidelity Implementation of Evidence-based, Infant Toddler Specific Training					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Fidelity implementation of EQIT, an evidence-based, infant and toddler-specific course of training	July 1, 2024 - June 30, 2025	<p>Contingent on capacity and community need, completion of EQIT 48-hour course of training which fully meets EQ Initiative requirements as outlined in the business rules for EQ Initiative Activities and EQ Implementation Handbook.</p> <p>Each Infant Toddler Specialist who teaches part or all of an EQIT course maintains an EQ Infant Toddler Specialist PDIS Credential.</p>	<ul style="list-style-type: none"> • By July 30, 2024 provide detailed annual course plan with advertising • By July 30, 2024 whenever they change and at least quarterly, provide primary contact and registration contact for EQIT Courses • Materials are requested at least 2 weeks before start date of EQIT course • Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2024, January 31, 2025, April 30, 2025 and June 30, 2025 including participant PDIS ID. • EQ Infant Toddler Specialists who provide EQIT course are PDIS Credentialed EQ Infant Toddler Specialists by July 30, 2024 	EQ Staff	Personnel

Fidelity implementation and course outcome data collected	July 1, 2024 - June 30, 2025	<ul style="list-style-type: none"> Course participants complete EQ Initiative online data collection survey 	100% of Course participants shall complete	EQ Staff	Personnel
Key Activity C: Fidelity implementation of Evidence-based, Infant Toddler Specific Coaching					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Fidelity implementation of EQ RELATE Individualized Coaching, an evidence-based, infant and toddler specific coaching model	July 1, 2024 - June 30, 2025	<p>Contingent on capacity and community need, infant toddler early care educators participating in EQIT courses receive between 8 or more hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities.</p> <p>Each Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential</p>	<ul style="list-style-type: none"> Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2024, January 31, 2025, April 30, 2025 and June 30, 2025, and each time coaching is reimbursed/invoiced Infant toddler specialists providing EQ RELATE coaching maintain a PDIS ITS-C Credential by July 30, 2024 	EQ staff	Personnel

<p>Infant Toddler Specialist-provided coaching</p>	<p>July 1, 2024 - June 30, 2025</p>	<p>Contingent on capacity and community need, infant toddler early care educators can receive 8 to 15 hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities and EQ Implementation Handbook.</p> <p>24 of individualized EQ RELATE Coaching to infant toddler early care educators and associated coursework</p> <p>Corrine Jaeger Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential</p>	<ul style="list-style-type: none"> Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2024, January 31, 2025, April 30, 2025 and June 30, 2025, and each time coaching is reimbursed/invoiced 	<p>Corrine Jaeger – EQIT trainer and Coach</p>	<p>Personnel</p>
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SCHEDULE/MILESTONES

- The GHECC will submit a detailed Infant Toddler Professional Development Planning Worksheet for FY 24 EQIT course(s) and coaching to include dates and instructors/coaches by July 1, 2024. This plan will include verification of active status of all EQ Infant Toddler Specialists and Coaches. **NO enrollment in FY24 EQIT courses can take place until this information is provided to the EQ Initiative.**
- The GHECC will order materials for FY 24 Fall EQIT course(s) by July 30, 2023 and will order materials for FY 24 Spring EQIT course(s) by November 30, 2024.
- The GHECC will submit information on any EQIT student fees charged, plan to ensure that no student will be denied entry due to inability to pay, and anticipated use of revenues for EQ-related activities by July 1, 2024.
- The GHECC will complete 2 EQIT courses of training by June 30, 2025.

- The GHECC will complete 24 hours of EQ-funded Coaching by June 30, 2025.
- The GHECC will submit required quarterly reports by October 31, 2024, January 31, 2025, April 30, 2025 and **June 30, 2025**.

ACCEPTANCE CRITERIA

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: State of Colorado, Office of the Governor, Colorado

Action Requested: Motion

Parties to the Agreement: State of Colorado Energy Office and Gunnison County

Term Begins:

Term Ends:

Grant Contract #: POGGI, EFAA, 202400003079

Summary:

Gunnison County has been awarded two grants from the State Energy Office for implementation of the new energy codes. Consent to receive the grant funding is being requested.

Fiscal Impact:

Submitted by: Crystal Lambert

Submitter's Email Address: clambert@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 2/16/2024

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient, but staff should review and ensure the terms and conditions of the agreement are followed, as they do not appear on these documents. They are instead available at <https://docs.google.com/document/d/1KdQfVqIlzhi-TexRvtW2c2MPoy95pwPf/edit> MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 2/26/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/5/2024



Cathie Pagano, Assistant County Manager
Gunnison County Community & Economic Development Department

Phone: (970) 641-0360
Email: planning@gunnisoncounty.org
Website: www.GunnisonCounty.org

From: Crystal Lambert, Building and Environmental Health Official
To: Board of County Commissioners
Date: February 14, 2024
Re: Colorado Energy Office Grant

Gunnison County has been awarded two grants from the State of Colorado Energy Office. The first grant is specific to Gunnison County to update materials related to the recently adopted building energy codes, train building office staff, develop model home plans, and host a spring construction kickoff meeting for local building industry professionals. The second grant is to provide funding to Gunnison County on behalf of the Gunnison Valley Building Code Collaborative to develop an energy efficiency scholarship program and to host an educational seminar series for local energy professionals. The Gunnison Valley Building Code Collaborative includes Gunnison County, the City of Gunnison, the Town of Crested Butte, and the Town of Mt. Crested Butte.

The fully executed grant award documents are included and outline the grant deliverables, reporting, budget, payment and terms of each grant.

So that there is a record with information on the parties to the grant we are placing this item on the consent agenda.



STATE OF COLORADO

Office of the Governor Colorado Energy Office

ORDER			*****IMPORTANT*****				
Number:	POGG1,EFAA,202400003044		The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.				
Date:	2/2/24		BILL TO				
Description:	Energy Code Grant		Colorado Energy Office - Broadway 1600 Broadway Suite 1960 Denver, CO 80202				
Effective Date:	02/02/24						
Expiration Date:	12/31/24						
BUYER			SHIP TO				
Buyer:			Colorado Energy Office - Broadway 1600 Broadway Suite 1960 Denver, CO 80202				
Email:							
VENDOR			SHIPPING INSTRUCTIONS				
GUNNISON COUNTY 200 E VIRGINIA AVE GUNNISON, CO 81230-2248			Delivery/Install Date: - FOB:				
Contact:	Crystal Lambert						
Phone:	970.641.7688						
VENDOR INSTRUCTIONS							
EXTENDED DESCRIPTION							
Grantee shall complete the work as outlined in Exhibit A, the Statement of Work, attached hereto and incorporated by reference herein.							
CEO Contact Info: Shannon Bauman, shannon.bauman@state.co.us							
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.	
1	G1000		0	0.00	\$61,500.00	<input type="checkbox"/>	
Description: Grant Commodity							
Service From: 02/02/24			Service To: 12/31/24				
TERMS AND CONDITIONS							
https://www.colorado.gov/osc/purchase-order-terms-conditions							
DOCUMENT TOTAL = \$61,500.00							

**Exhibit A - STATEMENT OF WORK
GUNNISON COUNTY
ENERGY CODE ADOPTION & ENFORCEMENT GRANT PROGRAM AWARD**

1.1 PROJECT DESCRIPTION

The Colorado Energy Office (hereinafter called “CEO” or the “State”) agrees to provide grant funding to Gunnison County (hereinafter called “Grantee”) for the Energy Code Adoption & Enforcement Grant Program to update materials related to recently adopted building energy codes, train building office staff, develop model home plans, and host a spring construction kickoff meeting for local building industry professionals.

2.1. WORK TASKS, DELIVERABLES, AND TIMELINE

The Grantee shall perform the following work tasks and provide the following deliverables to the Colorado Energy Office (CEO). All work related to the scope of work shall be complete by **December 31, 2024**.

2.1.1. Task 1. Update Materials and Educate Customers on New Codes

The Grantee shall update its website, applications, and other materials related to the recently adopted 2021 International Codes and Colorado Model Electric Ready and Solar Ready Code. The Grantee shall purchase code books and develop plan review checklists for its plans examiners. Grantee staff shall engage with property owners, developers, and other members of the building community to help them achieve the requirements of the new code.

Deliverable:

- Documentation of the website and material updates - shall be provided to the CEO by **March 31, 2024**.

2.1.2. Task 2. Building Code Training for Staff

The Grantee’s Building Office staff shall attend online and in-person training to implement and enforce the 2021 International Energy Conservation Code (IECC) and the Colorado Model Electric Ready and Solar Ready codes. Training may cover the following topics, including any training associated with plan review or inspections: electrical systems, building science, mechanical systems and specific heating appliances, vapor and air barriers, ventilation, and thermal envelope training specific to climate zone 7 and local industry standards. The Grantee may contract with a third party vendor to provide training under this Task.

Deliverables:

- Summary of Building Office staff's participation in training - shall be provided to the CEO **within 30 days** of the completion of final training.

2.1.3. Task 3. Develop Model Home Plans

The Grantee shall develop publicly available, free model home plans that property owners and builders can use as a template to meet adopted building energy codes. The Grantee shall conduct a public engagement process to identify practical features that will ensure the final model home product is affordable, desirable, and appropriate for the Grantee's climate zone and community. The plans will include at least one single family dwelling and one multifamily dwelling and contain all of the provisions to meet or exceed the 2021 IECC and the Colorado Model Electric Ready and Solar Ready Code.

Deliverables:

- Model home plans published on the Grantee's website - shall be provided to the CEO by **August 31, 2024**.
- Summary of public engagement that includes overview of activities and feedback submitted by stakeholders - shall be provided to the CEO **within 30 days** of public engagement completion.

2.1.4. Task 4. Spring Construction Kickoff Meeting

The Grantee shall host a spring construction kickoff meeting to share information about the newly adopted codes with the local building community. The focus of this meeting will be on the 2021 IECC and the Colorado Model Electric Ready and Solar Ready Code. The Grantee shall advertise the meeting and host it in an open-house style with a question and answer session.

Deliverable:

- Summary of construction kickoff meeting that includes overview of activities, feedback provided by stakeholders, and list of attendees - shall be provided to the CEO by **May 31, 2024**.

2.1.5. Task 5. Grant Administration

The CEO will monitor the Grantee's progress through periodic emails and regular check-in meetings held monthly with the CEO Program Manager. The Grantee shall provide written communication via email to the CEO Program Manager if the project experiences significant changes or delays in the project schedule.

2.1.6. Task 6. Final Review and Reporting

The Grantee shall work with the CEO to conduct a final review of the project once all tasks have been completed. The final project review will include verification that all

deliverables have been provided to the CEO, and that the following project goals have been met:

1. The Grantee will have purchased code books, developed plan review checklists, and updated materials for its newly adopted codes.
2. The Grantee staff will have gained technical knowledge about design criteria and experience with plan review and inspections for the requirements of the 2021 IECC and Colorado Model Electric Ready and Solar Ready Code.
3. The Grantee will have developed at least one single family dwelling and one multifamily dwelling model home plan to help builders meet or exceed requirements of the new code.
4. The Grantee will have hosted a spring construction kickoff meeting for the local building community.

Deliverable:

- Final report on completion of all tasks and final review, including achievement of project goals - shall be provided to the CEO **within 30 days** of project completion.

2.2. REPORTING

The Grantee shall submit all required deliverables within the timeframe outlined in each task. All deliverables shall be high-quality and have gone through an internal quality assurance process to ensure completeness and accuracy. If any deliverable is inadequate, the CEO Program Manager will notify the Grantee with a request to correct, modify, or replace as needed.

2.3. BUDGET

The maximum budget for this project is \$61,500. The project budget is included below:

Energy Code Adoption & Enforcement Grant Proposed Budget	
Applicant:	Gunnison County
Applicant Contact:	Crystal Lambert
Applicant Contact Phone:	(970) 641-7688
Applicant Contact Email:	clambert@gunnisoncounty.org
Applicant Contact Physical Address:	221 N. Wisconsin, STE D, Gunnison, CO 81230
Total State Funding Requested (not including match funding):	\$61,500

Project Budget						
Project Component	Total Estimated Cost	State Funds Requested	Match Funding Amount (consult program guidance for match requirements)	Match Funding Source (municipal/county, state, federal, private)	Funding Commitment (committed, pending)	Brief Description of Proposed Expenditures
Code books and plan review checklists	\$1,500	\$1,500	\$ -	N/A	Pending	IECC, 2021 edition, with Turbo Tabs for Building Office staff and to have available at our counter for customers to reference. NFPA 70, 2023 edition, with index tabs to assist with plan review to enforce the State Model Electric Ready and Solar Ready code. Development of a Plan review checklist for plans examiners.
Staff time preparing to implement the IECC, 2021 edition, and the State Model Electric Ready and Solar Ready code on January 1, 2023	\$10,000	\$10,000	\$ -	N/A	pending	Staff time needed to update our materials and website related to the IECC, 2021 edition, and the State Model Electric Ready and Solar Ready code. Staff engagement time we anticipate needing to spend with our applicants and customers to help them understand and achieve the requirements.
Staff training	\$5,000	\$5,000	\$ -	N/A	pending	Training for building inspectors and plans examiners on the new codes so that they can understand, explain and enforce them.
development of model home plans that are IECC, 2021 edition, and model electric ready and solar ready code compliant that would be made available to the public.	\$40,000	\$40,000	\$ -	N/A	pending	Have plan sets developed for at least one one-family dwelling and one two-family dwelling, engineered for our snow and wind loading and contain all of the provisions to meet or exceed the IECC, 2021 edition and model electric ready and solar ready codes that would be made available to the public for building in Gunnison County. A site specific foundation plan would need to be developed by the property owners.
Spring Construction Kick-off Meeting 2024	\$5,000	\$5,000	\$ -	N/A	pending	Provide an open-house event for our local building industry professionals and the contracting community, including designers and trades people, to introduce and provide information about the newly adopted codes and requirements with a question and answer session. The focus of this meeting will be on the IECC, 2021 edition, and the State Model Electric Ready and Solar Ready code.
Totals	\$61,500	\$61,500	\$ -			
	Total estimated project cost	Total state funds requested	Total match funding			

2.4. PAYMENT

2.4.1. The maximum amount payable under this Small Dollar Grant Award to the Grantee shall be \$61,500, as determined by the CEO from program funds.

2.4.2. The Grantee shall invoice on a time and materials basis, and provide a schedule of values substantiating work completed to-date, which will be provided to the CEO with each invoice. The invoice documentation shall indicate all work performed in the invoicing period in a manner sufficient to the CEO to justify any payment requested for the work.

2.4.3. The State shall pay the Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in the resulting Small Dollar Grant Award and the associated Tasks 1-6. The Grantee shall be reimbursed only for work pursuant to the terms of the Agreement. Payment shall also be contingent upon the CEO's timely receipt and acceptance of required invoices, task deliverables, and other reporting information described herein.

2.4.4. The Grantee shall be reimbursed no more than once per month based on the submission of the Vendor's invoice providing a detailed account of the work completed and the amount of costs incurred relating to tasks per the project budget. The Grantee shall provide the monthly invoice no later than the 10th day of each month for the previous month's work.

2.5. SMALL DOLLAR GRANT AWARD TERM

The Grantee shall begin work upon the later of the Service From Date as shown on the face of this Small Dollar Grant Award or upon the Grantee's acceptance of this Agreement. This Small Dollar Grant Award shall terminate on **December 31, 2024** unless sooner terminated or further extended as specified elsewhere herein.



STATE OF COLORADO

Office of the Governor Colorado Energy Office

ORDER		*****IMPORTANT*****				
Number:	POGG1,EFAA,202400003079	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.				
Date:	2/12/24	BILL TO				
Description:	Energy Code Grant	Colorado Energy Office - Broadway 1600 Broadway Suite 1960 Denver, CO 80202				
Effective Date:	02/12/24	SHIP TO				
Expiration Date:	12/31/24	Colorado Energy Office - Broadway 1600 Broadway Suite 1960 Denver, CO 80202				
BUYER		SHIPPING INSTRUCTIONS				
Buyer:		Delivery/Install Date: -				
Email:		FOB:				
VENDOR						
GUNNISON COUNTY 200 E VIRGINIA AVE GUNNISON, CO 81230-2248						
Contact:	EFT REMIT					
Phone:	000.000.0000					
VENDOR INSTRUCTIONS						
EXTENDED DESCRIPTION						
Grantee shall complete the work as outlined in Exhibit A, the Statement of Work, attached hereto and incorporated by reference herein.						
CEO Contact Info: Shannon Bauman, shannon.bauman@state.co.us						
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	G1000		0	0.00	\$90,000.00	<input type="checkbox"/>
Description: Grant Commodity						
Service From: 02/12/24			Service To: 12/31/24			
TERMS AND CONDITIONS						
https://www.colorado.gov/osc/purchase-order-terms-conditions						
DOCUMENT TOTAL = \$90,000.00						

**Exhibit A - STATEMENT OF WORK
GUNNISON VALLEY BUILDING CODE COLLABORATIVE
ENERGY CODE ADOPTION & ENFORCEMENT GRANT PROGRAM AWARD**

1.1 PROJECT DESCRIPTION

The Colorado Energy Office (hereinafter called “CEO” or the “State”) agrees to provide grant funding to Gunnison County (hereinafter called “Grantee”), on behalf of the Gunnison Valley Building Code Collaborative (hereinafter called the “Collaborative”), for the Energy Code Adoption & Enforcement Grant Program to develop an energy efficiency scholarship program and to host an educational seminar series for local energy professionals. The Gunnison Valley Building Code Collaborative includes Gunnison County, the City of Gunnison, the Town of Crested Butte, and the Town of Mt. Crested Butte.

2.1. WORK TASKS, DELIVERABLES, AND TIMELINE

The Grantee shall perform the following work tasks and provide the following deliverables to the Colorado Energy Office (CEO). All work related to the scope of work shall be complete by **December 31, 2024**.

2.1.1. Task 1. Develop and Announce Scholarship Program for Local Energy Professionals

The Grantee shall lead development of a scholarship program for:

1. Local professionals to attain energy efficiency certifications and training, such as Home Energy Rating Systems (HERS), mechanical heat pump installation, insulation installation, and mechanical solar installation.
2. The purchase of equipment for professionals that have received energy efficiency training or a certification, which may include energy efficiency-related measurement, diagnostic, or testing equipment.

The Grantee shall develop a web page and create scholarship applications in both English and Spanish. The Grantee shall help spread awareness about the scholarship program to the building community across all members of the Collaborative.

Deliverables:

- Webpage and scholarship application in English and Spanish available on Gunnison County’s website - shall be provided to the CEO by **March 31, 2024**.
- Summary of scholarship outreach efforts - shall be provided to the CEO **within 30 days** of outreach completion.

2.1.2. Task 2. Administer Scholarship Program for Local Energy Professionals

The Grantee shall accept, review, and approve scholarship applications. Scholarships awarded through the program shall not exceed a total of \$2,500 per individual, and may cover the costs associated with training or the purchase of equipment as described in Task 1, or a combination of training and the purchase of equipment. Equipment scholarships shall not exceed 75% of the total cost of the equipment, and may not be combined with any other funding provided by the State. The Grantee shall disperse scholarship funds, retain certification records, and report progress to the CEO. The partners of the Collaborative shall serve in an advisory capacity for any special cases or challenges with scholarship awards.

Deliverable:

- Summary of scholarships awarded to local energy professionals - shall be provided **monthly** during check-ins with the CEO Program Manager and shall include:
 - the name of each scholarship recipient;
 - what training, certification, or equipment the scholarship was awarded for;
 - description of how each awarded scholarship support energy efficiency and building energy code compliance, and;
 - the amount of the scholarship, including receipts for any equipment purchased.

2.1.3. Task 3. Host Building Efficiency Educational Seminar Series

The Grantee shall host a building efficiency educational seminar series tailored to the Gunnison Valley and climate zone 7 for the local building community to meet adopted energy code requirements. The Grantee shall work to ensure that the seminars are structured to maximize consistency of education on the different codes adopted in the region. Participants may include builders, contractors, designers, MEP professionals, raters, and property owners. Classes may cover topics including heat pump technology, solar technology, building electrification, energy rating, air-tightness and ventilation, and insulation.

The Grantee shall:

- Finalize topics, recruit English and Spanish speakers, and advertise seminars related to updated energy code requirements in the region.
- Host not fewer than four webinars in 2024 for the local building community.
- Follow up with building professionals on any questions that were not answered during the seminars.

Deliverable:

- Summary of seminars completed to-date that includes overview of outreach, feedback provided by stakeholders, and list of attendees - preliminary summary shall be provided to the CEO by **June 30, 2024**, and a final summary shall be provided to the CEO by **December 31, 2024**.

2.1.4. Task 4. Grant Administration

The CEO will monitor the Grantee's progress through periodic emails and regular check-in meetings held monthly with the CEO Program Manager. The Grantee shall provide written communication via email to the CEO Program Manager if the project experiences significant changes or delays in the project schedule.

2.1.5. Task 5. Final Review and Reporting

The Grantee shall work with the CEO to conduct a final review of the project once all tasks have been completed. The final project review will include verification that all deliverables have been provided to the CEO, and that the following project goals have been met:

1. The Grantee will have established and administered an energy efficiency certification scholarship program for local building professionals.
2. The Grantee will have hosted no fewer than four educational seminars in 2024 to share information on updated code requirements in the region with a focus on consistent builder education.
3. All partners of the Collaborative will have disseminated information about the scholarship program and seminar series.

Deliverable:

- Final report on completion of all tasks and final review, including achievement of project goals - shall be provided to the CEO **within 30 days** of project completion.

2.2. REPORTING

The Grantee shall submit all required deliverables within the timeframe outlined in each task. All deliverables shall be high-quality and have gone through an internal quality assurance process to ensure completeness and accuracy. If any deliverable is inadequate, the CEO Program Manager will notify the Grantee with a request to correct, modify, or replace as needed.

2.3. BUDGET

The maximum budget for this project is \$90,000. The project budget is included below:

Energy Code Adoption & Enforcement Grant Proposed Budget	
Applicant:	Gunnison Valley Building Code Collaborative (Gunnison County, City of Gunnison, Town of Crested Butte and Town of Mt. Crested Butte)
Applicant Contact:	Crystal Lambert
Applicant Contact Phone:	(970) 641-7688
Applicant Contact Email:	clambert@gunnisoncounty.org
Applicant Contact Physical Address:	221 N. Wisconsin, STE D, Gunnison, CO 81230
Total State Funding Requested (not including match funding):	\$90,000.00

Project Budget			
Project Component	Total Estimated Cost	State Funds Requested	Brief Description of Proposed Expenditures
Phase 1: Scholarship program for local energy professionals (beginning February 2024) - scholarship funds	\$67,500.00	\$67,500.00	Scholarship program for local energy professionals to become certified in their field, such as HERS ratings, mechanical heat pump installation, insulation installation, mechanical solar installation, etc. in order to create private sector capacity in the local market to provide energy efficiency related services. The scholarship would provide a percentage amount towards costs, such as training, certifications, and equipment. Local energy professional candidates will be eligible to receive a percentage of anticipated costs ranging from 30% to 100% depending on local capacity needs, proposed services, and service areas.
Phase 1: Scholarship program for local energy professionals (beginning February 2024) - administrative costs	\$7,500.00	\$7,500.00	The scholarship program will be administered by Gunnison County and will start in February 2024. Administrative funds will cover webpage and application creation, reviewing of application submittals, monitoring of progress, and retention of records.
Phase 2: Education Series (March 2024 - October 2024)	\$15,000.00	\$15,000.00	Building contractors, designers, local energy professionals (mechanical plumbers, electricians, raters, insulation installers), and property owners so that we can develop local knowledge and expertise of energy related code provisions, technologies, and available solutions and options for building specific to climate zone 7. Classes would include, and are not limited to: heat pump technology, pv solar technology, electrification, energy rating, air-tightness and ventilation, and insulation.
Total Amounts	\$90,000.00	\$90,000.00	
	Total estimated project cost	Total state funds requested	

2.4. PAYMENT

2.4.1. The maximum amount payable under this Small Dollar Grant Award to the Grantee shall be \$90,000, as determined by the CEO from program funds.

2.4.2. The Grantee shall invoice on a time and materials basis, and provide a schedule of values substantiating work completed to-date, which will be provided to the CEO with each invoice. The invoice documentation shall indicate all work performed in the invoicing period in a manner sufficient to the CEO to justify any payment requested for the work.

2.4.3. The State shall pay the Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in the resulting Small Dollar Grant Award and the associated Tasks 1-5. The Grantee shall be reimbursed only for work acceptable to the CEO pursuant to the terms of the Small Dollar Grant Award. Payment shall also be contingent

upon the CEO's timely receipt and acceptance of required invoices, task deliverables, and other reporting information described herein.

2.4.4. The Grantee shall be reimbursed no more than once per month based on the submission of the Grantee's invoice providing a detailed account of the work completed and the amount of costs incurred relating to tasks per the project budget. The Grantee shall provide the monthly invoice no later than the 15th day of each month for the previous month's work.

2.5. SMALL DOLLAR GRANT AWARD TERM

The Grantee shall begin work upon the later of the Service From Date as shown on the face of this Small Dollar Grant Award or upon the Grantee's acceptance of this Agreement. This Small Dollar Grant Award shall terminate on **December 31, 2024** unless sooner terminated or further extended as specified elsewhere herein.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of Sustainable Tourism and Outdoor

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Colorado Parks and Wildlife would like Brandon Diamond to continue to serve as CPW's representative on this committee.

Fiscal Impact:

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/5/2024



COLORADO

Parks and Wildlife

Department of Natural Resources

Southwest Region Office
415 Turner Drive
Durango, CO 81303
P 970.247-0855 | F 970.375.6705

February 20, 2024

Gunnison County
Community Development Office
221 N. Wisconsin St., Suite D
Gunnison, CO 81230

RE: CPW Representation on the Sustainable Tourism and Outdoor Recreation (STOR)
Committee

Board of County Commissioners,

Colorado Parks and Wildlife appreciates the opportunity to participate on Gunnison County's STOR Committee. As the primary wildlife management agency in Colorado, and based on the increasing challenges facing wildlife and wildlife habitat in Gunnison County, it seems more important than ever to have adequate wildlife management and conservation representation within community collaborations. With that said, Colorado Parks and Wildlife recommends that Brandon Diamond continue to serve as CPW's representative on the STOR Committee.

Thank you for your consideration.

Very respectfully,



Cory Chick, SW Region Manager

Cc: Brandon Diamond, Area Wildlife Manager - Gunnison



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of Sustainable Tourism and Outdoor

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached. The Town of Mt. CB would like Roman Kolodziej to serve as their representative on the STOR Committee.

Fiscal Impact:

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/5/2024



February 6, 2024

STOR Committee
Attn: Nick Catmur
Gunnison, CO 81230

RE: Re-Appointment of Councilor Kolodziej to STOR Committee

Dear Mr. Catmur,

The Town Council of the Town of Mt. Crested Butte would like to nominate Councilor Kolodziej to the STOR Committee. Councilor Kolodziej has served as the Mt. Crested Butte representative to the STOR Committee since 2020.

Thank you,


Nicholas Kempin
Mayor

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of Gunnison Basin Sage-grouse Stra

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached. The National Park Service would like Theresa Childers and Brinnen Carter to represent the NPS on the Gunnison Basin Gunnison Sage-grouse Strategic Committee.

Fiscal Impact:

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/29/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/5/2024



United States Department of the Interior

NATIONAL PARK SERVICE
Black Canyon of the Gunnison National Park
Curecanti National Recreation Area
102 Elk Creek
Gunnison, Colorado 81230

IN REPLY REFER TO:

To Whom it May Concern,

Theresa Childers will serve as the regular member on the Gunnison Basin Gunnison Sage-grouse Strategic Committee for the National Park Service. Theresa has 18 years experience with Gunnison Sage-grouse research and habitat conservation and has served on the strategic committee as the regular member for over 6 years. Brinnen Carter, Chief of Resource Stewardship and Science (RSS) for Curecanti NRA and Black Canyon of the Gunnison NP will serve as the alternate member on the committee. As the head of the RSS division, he is able to make commitment decisions for the park.

Thank you,

Theresa Childers
Wildlife Biologist
Curecanti National Recreation Area
Black Canyon of the Gunnison National Park

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of Gunnison Basin Sage-grouse Stra

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached. The BLM would like for Jon F. Kaminsky and Kathy Brodhead to serve as the BLM's representatives on the Gunnison Basin Sage-grouse Strategic Committee.

Fiscal Impact:

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/29/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/5/2024



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Gunnison Field Office
2500 E. New York Avenue
Gunnison, CO 81230

In Reply Refer To:
1170 (LLCOS0600)

February 21, 2024

DESIGNATION OF BUREAU OF LAND MANAGEMENT - GUNNISON FIELD OFFICE PRIMARY AND ALTERNATE REPRESENTATIVES TO THE GUNNISON BASIN SAGE-GROUSE STRATEGIC COMMITTEE

To whom it may concern:

As identified in Section IV: Membership and Responsibilities section of the Organizational and Procedural Guidelines of Gunnison Basin Sage-grouse Strategic Committee for the County of Gunnison, Colorado, I am identifying myself, Jon F. Kaminsky, Field Manager of the Gunnison Field Office (GFO), as the primary member of the committee, representing the Bureau of Land Management.

Kathy Brodhead, Wildlife Biologist for the Gunnison Field Office shall continue in her role as my alternate.

Because the bulk of Gunnison sage-grouse habitat in the Gunnison Basin occurs on public lands managed by the BLM GFO, I appreciate the opportunity for GFO employees to be represented on the committee as we have for the last several years. Thank you.

Sincerely,

Jon F. Kaminsky
Field Manager
Gunnison Field Office
Bureau of Land Management

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Department of Law; Opioid Response Strategic Impact Grant; \$1,000,000

Action Requested: Motion

Parties to the Agreement: State of Colorado - Gunnison County

Term Begins:

Term Ends:

Grant Contract #:

Summary:

application for 2 year state funding

Fiscal Impact:

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 3/1/2024

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. ASFR 2.29.24

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 2/29/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/1/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/5/2024

Project Narrative Synopsis:

The Grasp Consortium completed a needs and gaps analysis in 2019 and has completed the three-year strategic plan that started in 2021. After three years of implementation and 9 goals completed, we have been able to identify additional gaps that we need to further address opioid use disorder. We have been able to identify areas of need and goals to strategically impact because we've been doing the work.

The three areas of need are creating a pathway for behavioral health workforce, creating a foundation for peer support services across non-clinical sectors of the community and relapse and recovery support.

Our project directly responds to the governor's call to action to fill the behavioral health workforce needs. This project is a unique partnership between a state university and a community consortium dedicated to the prevention, treatment, and recovery of substance use. Our project aims to address the identified need for an expanded behavioral health workforce in Gunnison County by partnering with Western Colorado University (WCU). Through the consortium's work over the past three years it has been identified that Gunnison County and the Western Slope of Colorado is in need of a more diversified workforce and the capacity for that workforce to receive education without leaving the Western Slope. This program will create the infrastructure for that pipeline of education to profession including a Community Health Worker certificate, a licensable Master's degree, and non-degree seeking opportunities, including a Peer support professional certification program. By building this pipeline, it ensures a continuing stream of rural students and non-degree seeking community members trained in skills to be key workers in Behavioral health field. Overall, we aim to increase the availability of qualified, credentialed professionals and enhance the support infrastructure for individuals in need of mental health and substance abuse services, ultimately improving community wellness in Gunnison County.

Our project is dedicated to expanding and embedding peer support specialists across various community settings in Gunnison County, including the Gunnison Country Food Pantry, Gunnison County Juvenile Services (via a youth support partner), Gunnison Valley Health (GVH), and the judicial system. By collaborating with GRASP partners, we aim to strategically embed peers throughout these locations to provide tailored support to individuals in need. This initiative involves recruiting and hiring peers specifically for each setting, ensuring that individuals receive personalized assistance that meets their unique needs. Additionally, the recruitment and hiring of a level 2 peer will provide guidance and support to all peers. Through these efforts, we seek to establish a comprehensive network of peer support specialists, enhancing access to vital support services and fostering a culture of recovery and well-being within the community.

Our project will effectively address the identified need by establishing a taskforce team through collaborative efforts with community partners, which will be mobilized on an ongoing basis to provide support when members from our local sober living home experience relapse and create a plan to support Gunnison County residents throughout their recovery, including relapse.



COLORADO

Department of Law

Attorney General Phil Weiser

Opioid Response Strategic Impact Grant

2-Year Budget Proposal

Section I: Fill in the following information for your project.

Project Name	GRASP	Funding Request Amount
Organization Name	Gunnison County	Project Start Date
Organization Type	County Government/Community Consortium	Project End Date
Organization Contact Name & Title	Kari Commerford, Director of Juvenile Services/Grasp	Organization Contact Phone & Email
Fiscal Contact Name & Title	Jody Wise, Accountant	Fiscal Contact Phone and Email

Section II: This section will auto-fill once you complete the Year 1 and Year 2 tabs. Review for accuracy.

GRANT BUDGET SUMMARY			
	Year 1	Year 2	
Personnel Services	\$117,600.00	\$109,040.00	
Materials/Supplies and Operating	\$126,180.00	#REF!	
Travel	\$0.00	\$0.00	
Equipment	\$0.00	\$0.00	
Contractual Expenses	\$276,000.00	\$246,000.00	
Indirect Costs	\$49,478.00	\$43,299.00	
TOTAL	\$569,258.00	#REF!	

1-Jul-24
30-Jun-26
970-642-7393 kcommerford@gunnisoncounty.org
970-641-7679 jwise@gunnisoncounty.org

TOTAL
\$226,640.00
#REF!
\$0.00
\$0.00
\$522,000.00
\$92,777.00
#REF!



COLORADO
 Department of Law
 Attorney General Phil Weiser

**Opioid Response Strategic Impact Grant
 Year 1 Budget**

Organization Name	Gunnison County
Budget Period (ex. January 2023- June 30, 2023 = 6 months)	July 1, 2024 - June 30th 2025

Expenditure Categories

Personnel Services - Salaried Employees

List all salaried personnel to perform work for the project. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.) must be included. Fringe must be allocated proportionally to the percent of time on project. **Note: if the budgeted fiscal year is not an entire 12 month period, the "Gross or Annual Salary" should be prorated accordingly. For example, if the agreement is expected to be effective for 8 months in the fiscal year, the "Gross or Annual Salary" should be multiplied by 8/12 for the prorated total. Therefore, a 12 month salary totaling \$60,000 would show as \$40,000 in the "Gross or Annual Salary" column. It is important to note the number of months in the fiscal year, in red below, to indicate you have done this prorated calculation.**

Position Title	Description of Work and Justification	Approved Purpose	Salaried	Fringe	Percent of Time on Project	Other Funding Sources for This Position	Total Amount Requested from DOL
Director-Juvenile Services/Grasp	Oversee implementation of goals and grant reporting. Main lead for building the infrastructure for behavioral health workforce.	Expanding Workforce		\$25,000.00	10%	HRSA, CDPHE, BJA	\$15,300.00
							\$0.00
							\$0.00
							\$15,000.00

Personnel Services - Hourly Employees

List all hourly personnel to perform work for the project. Include proposed hourly wage and fringe and number of hours expected to contribute to the project in a year. In the justification, include the role and expected contribution of budgeted personnel. In the Description of Work and Justification, explain how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.).

Position Title	Description of Work and Justification	Approved Purpose	Hourly	Hourly Fringe	Total # of Hours on Project	Other Funding Sources for This Position	Total Amount Requested from DOL
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Grasp Coordinator	Coordination of Grasp meetings and Relapse subgroup meetings. Ongoing contact with partnering organizations to ensure program implementation.	Peer Support and Relapse/Recovery oversight	34	\$20.00	520	CDPHE, HRSA	\$28,020.00
Peer support Partner - Youth	Matched with youth that is system involved to provide support and encourage participation in prevention services. Helps to provide psychosocial skills, navigate services and learn life skills.	Expanding Peer Support	30	\$8.00	1560	na	\$59,280.00
							\$0.00
Total Personnel Services (including fringe benefits)							\$117,600.00

Materials/Supplies & Operating Expenses

Include list of all project-related operating expenses. Technology and/or software necessary for the project should be included here. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted. If rent is claimed as direct cost, provide a narrative justification which describes the prescribed policy including the effective date of the policy.

Item	Description of Item and Justification	Approved Purpose	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
cell phone	cell phone for 1 staff - peers \$50/mo.x12mo.	work cell phone for peers who answer calls outside of P.F. office	\$50.00	12		\$600.00
computer	.75(30 hrs. a week) of \$3000 for computer costs for 1 staff x 12months	Computer for peers - new positions laptop computers and county IT required.	\$2,250.00	1		\$2,250.00
rent	Rent for space for Grasp services - prevention and peers	Expanding workforce/space	\$1,600.00	12		\$19,200.00
advertisement	Ads to increase community and regional awareness of opportunities, education, messaging and events.	Expanding workforce, peers and direct services	\$1,200.00	12		\$14,400.00
photocopies	printing and copying for meetings and opeartional costs .45 x 250/mo x 12	operating supplies for workforce, peers and replase work.	\$112.50	12		\$1,350.00
meeting supplies	incentives and food for meetings - relapse and workforce. \$15pp x 12people x 8months x2 workgroups	food and incentives for workforce and relapse meetings	\$1,440.00	2		\$2,880.00
Recovery Housing Support- Rental	\$750 rent per month for 2 months for 9 people	recovery housing	\$1,500.00	9		\$13,500.00
Relapse Support	Treatment/ emergency housing/ aftercare support \$5,000 x 4 people - How about funds or a partial scholarship for inpatient treatment or aftercare support?	emergency housing/support	\$5,000.00	4		\$20,000.00
Tuition Support	\$5000 for tuition support for advanced training/degree x 5	workforce	\$5,000.00	5		\$25,000.00
Recovery Housing Support - Maintaence and renovation	Funds to support renovations - added bathroom and additional bedroom. - Do we need to add this to the workplan?	housing support	\$25,000.00	1		\$25,000.00
Transportation services	transportation outside of the community for treatment/replase support \$500 x 4 people	recovery/transportation	\$500.00	4		\$2,000.00
Total Supplies & Operating Expenses						\$126,180.00

Travel

Include all staff program related travel, including costs for attendance of any mandatory meetings. Include appropriate per diem and mileage rates or include link to current approved rates.

Item	Description of Item and Justification	Approved Purpose		Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
							\$0.00
Total Travel							\$0.00

Equipment							
Include list of all equipment planned to be purchased to complete the proposed work. Equipment is defined as an item of property that has an acquisition cost of \$5,000 or more (unless the organization has established lower levels) and an expected service life of more than one year. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted, as well as rationale for purchasing vs. renting, etc.							
Item	Description of Item and Justification	Approved Purpose		Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Total Equipment							\$0.00

Contractual

Include all subcontracts planned to complete the proposed work. This includes, but not limited to, consulting and personal services subcontracts. Restrictions outlined in the budget guidelines, including cost reimbursement terms, shall also apply to subcontracts. No subcontractor may be pre-paid for services. Describe how the subcontractor will be selected, the work to be performed, how the costs were calculated and expected deliverables.

Subcontracted Service	Description of Item and Justification	Approved Purpose	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
Wester Colorado University - Behavioral Health Workforce Development and Implementation	Stipend for clinical psychologist position to develop pathway for Master's level position \$20,000 year; Stipend for development and delivery of Community Health Worker Program \$15000 ; Peer Support workforce development and delivery \$15000	workforce development	\$50,000.00	1		\$50,000.00
GVH Peer Support Specialist	Peer Support embedded in Gunnison Food Pantry (\$48,000).	Peer Supports	\$48,000.00	1		\$48,000.00
Peer Support Specialist -II	New position to provide guidance and support for local peer network.	Peer supports	\$62,000.00	1		\$62,000.00
2 Peers in non-clinical sectors	2 Peers to be embedded in non-clinical sectors to provide navigational and one on one support. \$58,000 a year x 2 people	Peer Supports	\$58,000.00	2		\$116,000.00
WCU Peer?						\$0.00
Total Contractual						\$276,000.00
SUB-TOTAL BEFORE INDIRECT						\$519,780.00

Indirect

Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or grant account. Documentation of Federally Negotiated Rate will be required if funded. Use the Description and Justification if there is anything you need to explain about your indirect costs; it can be left blank if no additional information is necessary. Show calculation if using a Federally Negotiated Rate or if applying the indirect to an amount different from the Sub-Total Before Indirect shown above.

Item	Description and Justification	Proposed Indirect Cost Rate
Proposed indirect cost percentage <i>(may not exceed 10% of Total Direct Cost unless you have a Federally Negotiated Rate)</i>		10%
Total Indirect		49478
TOTAL		\$49,478.00
		\$569,258.00



COLORADO

Department of Law

Attorney General Phil Weiser

Opioid Response Strategic Impact Grant

Year 2 Budget

Organization Name	Gunnison County
Budget Period (ex. January 2023-June 30, 2023 = 6 months)	July 2025-June2026

Expenditure Categories

Personnel Services - Salaried Employees

List all salaried personnel to perform work for the project. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.) must be included. Fringe must be allocated proportionally to the percent of time on project. **Note: if the budgeted fiscal year is not an entire 12 month period, the "Gross or Annual Salary" should be prorated accordingly. For example, if the agreement is expected to be effective for 8 months in the fiscal year, the "Gross or Annual Salary" should be multiplied by 8/12 for the prorated total. Therefore, a 12 month salary totaling \$60,000 would show as \$40,000 in the "Gross or Annual Salary" column. It is important to note the number of months in the fiscal year, in red below, to indicate you have done this prorated calculation.**

Position Title	Description of Work and Justification	Salaried	Fringe	Percent of Time on Project	Other Funding Sources for This Position	Total Amount Requested from DOL
Director-Juvenile Services/Grasp	Oversee implementation of goals and grant reporting. Main lead for building the infrastructure for behavioral health workforce.	145000	\$25,000.00	10%	HRSA,CDPHE, BJA	\$17,000.00
						\$0.00
						\$0.00

Personnel Services - Hourly Employees

List all hourly personnel to perform work for the project. Include proposed hourly wage and fringe and number of hours expected to contribute to the project in a year. In the justification, include the role and expected contribution of budgeted personnel. In the Description of Work and Justification, explain how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.).

Position Title	Description of Work and Justification	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Other Funding Sources for This Position	Total Amount Requested from DOL
Grasp Coordinator	Coordination of Grasp meetings and Relapse subgroup meetings. Ongoing contact with partnering organizations to ensure program implementation.	37	\$20.00	520	CDPHE, HRSA	\$29,640.00

Peer support Partner - Youth	Matched with youth that is system involved to provide support and encourage participation in prevention services. Helps to provide psychosocial skills, navigate services and learn life skills.	32	\$8.00	1560	na	\$62,400.00
						\$0.00
						\$0.00
Total Personnel Services (including fringe benefits)						\$109,040.00

Materials/Supplies & Operating Expenses

Include list of all project-related operating expenses. Technology and/or software necessary for the project should be included here. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted. If rent is claimed as direct cost, provide a narrative justification which describes the prescribed policy including the effective date of the policy.

Item	Description of Item and Justification		Rate	Quantity	Other Funding Sources (if applicable)	Total Amount Requested from DOL
cell phone	cell phone for 1 staff - peers \$50/mo.x12mo.	work cell phone for peers who answer calls outside of RF		\$50.00	12	600
computer	.75(30 hrs. a week) of \$3000 for computer costs for 1 staff x 12months	Computer for peers - new positions laptop computers and county IT		\$2,250.00	1	2250
rent	Rent for space for Grasp services - prevention and peers	Expanding workforce/space		\$1,600.00	12	19600
Recovery Housing Support- Rental	\$750 rent per month for 2 months for 9 people	recovery housing		\$1,500.00	9	13500
Relapse Support	Treatment/housing support \$5,000 x 3 people	emergency housing/support		\$5,000.00	3	15000
Recovery Housing Support - Maintance and Renovation	Support for kitchen remodeling and maintance for recovery house	housing		\$25,000.00	1	25000
Tuition Support	\$5000 for tuition support for advanced training/degree x 5	workforce		\$5,000.00	5	25000
Transportation services	transportation to Front Range for treatment/replase support \$500 x 4 people	recovery/transpor tation		\$500.00	4	2000
Total Supplies & Operating Expenses						\$102,950.00

Include all staff program related travel, including costs for attendance of any mandatory meetings. Include appropriate per diem and mileage rates or include link to current approved rates.

Item	Description of Item and Justification		Rate	Quantity	Other Funding Sources (if applicable)	Total Amount Requested from DOL
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
Total Travel						\$0.00

Equipment

Include list of all equipment planned to be purchased to complete the proposed work. Equipment is defined as an item of property that has an acquisition cost of \$5,000 or more (unless the organization has established lower levels) and an expected service life of more than one year. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted, as well as rationale for purchasing vs. renting, etc.

Item	Description of Item and Justification		Rate	Quantity	Other Funding Sources (if applicable)	Total Amount Requested from DOL
						\$0.00
						\$0.00
						\$0.00
						\$0.00
Total Equipment						\$0.00

Contractual						
Include all subcontracts planned to complete the proposed work. This includes, but not limited to, consulting and personal services subcontracts. Restrictions outlined in the budget guidelines, including cost reimbursement terms, shall also apply to subcontracts. No subcontractor may be pre-paid for services. Describe how the subcontractor will be selected, the work to be performed, how the costs were calculated and expected deliverables.						
Subcontracted Service	Description of Item and Justification		Rate	Quantity	Other Funding Sources (if applicable)	Total Amount Requested from DOL
Wester Colorado University - Behavioral Health Workforce Development and Implementation	Stipend for clinical psychologist position to develop pathway for Master's level position \$20,000 year; Stipend for delivery of Community Health Worker Program \$5000 ; Peer Support workforce development and delivery \$5000	workforce development	\$30,000.00	1		\$30,000.00
GVH Peer Support Specialist	Peer Support embedded in Gunnison Food Pantry (\$48,000).	Peer Supports	\$48,000.00	1		\$48,000.00
Peer Support Specialist -II	New position to take leadership and support of peer network.	Peer supports	\$62,000.00	1		\$62,000.00
Non-clinical sector peers 2	2 Peers/Navigators to be embedded in the judicial system and treatment system to provide navigational and one on one support. \$58,000 a year x 2 people	Peer Supports	\$106,000.00	1		\$106,000.00
						\$0.00
Total Contractual						\$246,000.00
SUB-TOTAL BEFORE INDIRECT						\$432,990.00

Indirect			
Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or grant account. Documentation of Federally Negotiated Rate will be required if funded. Use the Description and Justification if there is anything you need to explain about your indirect costs; it can be left blank if no additional information is necessary. Show calculation if using a Federally Negotiated Rate or if applying the indirect to an amount different from the Sub-Total Before Indirect shown above.			
Item	Description and Justification	Approved Purpose	Proposed Indirect Cost Rate
Proposed indirect cost percentage (may not exceed 10% of Total Direct Cost unless you have a Federally Negotiated Rate)			\$43,299.00
Total Indirect			\$43,299.00
TOTAL			\$476,289.00



COLORADO
Department of Law

Attorney General Phil Weiser

**Opioid Response Strategic Impact Grant
Work Plan Template**

Project Name	Grasp	Two-Year Funding Request Total	\$ 1,000,000.00	Project Director Name, Title, Phone and Email	Kari Commerford, Director of Juvenile Services, 970-642-7393, kcommerford@gunnisoncounty.org
Organization Name	Gunnison County	Project Start Date	7/1/2024	Fiscal Contact Name, Title, Phone and Email	Jody Wise, Accountant, 970-641-7679
Organization Type	Local Government	Project End Date	6/30/2026	Implementing Organization(s) - if applicable	Gunnison County

Instructions (use this form as it fits your proposed project, you do NOT need to use all fields):

- 1) State the primary goals of the project, including the problem or challenge your goals seeks to address in the lines below.
- 2) For each goal, list the objectives that need to be achieved to reach the goal. You must have at least one objective for each goal.
- 3) For each objective, identify the primary activity to carry out the objective. You must have at least one activity for each objective.
- 4) If appropriate, identify the sub-activities that are necessary to carry out the primary activity.
- 5) For each listed activity and sub-activity, identify the responsible party/individual, the estimated timeframe, the desired outcome, and any corresponding deliverables. The deliverables are how you will demonstrate progress on your goals to DOL.
- 6) For each objective, list the approved purpose as identified in Exhibit A of the Colorado MOU, or Exhibit E, the National Opioid Settlements' list of approved uses for the settlements' remediation funds. Links to Exhibit A and Exhibit E are located below.

Goals and Objectives should be SMART: Specific, Measurable, Achievable, Realistic, and Timely.

Goal # 1:	By June 2025, in partnership with Western Colorado University (WCU), Gunnison County will have the infrastructure to expand and diversify the rural behavioral health workforce.
Goal # 2:	By June 2026, Gunnison County will strategically impact treatment and recovery services utilizing peer supports in cross-organizational partnerships and create a foundation of peer services throughout the community.
Goal # 3:	By June 2026, a relapse response plan will be implemented which will provide financial and multi-level support to Gunnison County residents.
Click here for Exhibit A, Approved Puposos identified in the Colorado MOU	
Click here for Exhibit E, the National Opioid Settlements' list of Approved Uses for the settlements' remediation funds	

Goal # 1:	By June 2025, in partnership with Western Colorado University (WCU), Gunnison County will have the infrastructure to expand and diversify the rural behavioral health workforce.				
Goals #1, Objective # 1 :	Partner with WCU to develop programming and professional pathways for the behavioral health workforce.				
Approved Purpose:	A. Treatment of opioid use disorder and its effects #8				
Activities	Responsible	Estimated Timeframe	Desired Outcome	Deliverables	
Primary 1	1 Partner with Western Colorado University to bolster the behavioral health workforce through degree-seeking avenues.	GRASP leadership, Western Colorado University	July 2024-June 2025	Improve our local capacity to train and employ a diverse array of behavioral health professionals, specializing in various levels of licensed clinical support.	Implement programming (specified below) at Western Colorado University to bolster local behavioral health workforce and infrastructure.
	1.1 In partnership with Western's clinical psychology faculty, explore potential partnerships with existing credentialed institutions offering a Master's level licensable degree.	GRASP leadership, Western Colorado University		Offer a program enabling Gunnison County community members through Western to pursue a Mater's level licensable degree without having to leave the community to do so, as it is often difficult to come back after an extended departure.	Successful outreach to at least 5 other existing credentialed institutions.
	1.2 Provide funding support to WCU to develop a Community Health Work certificate.	GRASP leadership, Western Colorado University		Expand local workforce by offering a local avenue for a community health worker certification, equipping program participants with the skills needed to provide navigation services.	Community Health Worker program available for enrollment.

	1.3	Provide tuition support for students entering the behavioral health field.	GRASP leadership, Western Colorado University	Sep. 2024 - Sep. 2025	Increase access to degree-seeking programs.	Up to 5 students awarded \$5,000 each year for tuition support.
Primary 2	2	Partner with WCU to bolster the local behavioral health workforce through non-degree seeking avenues.	Western Colorado University/Grasp leadership	Sep. 2024 - Jun 2026	Improve our local capacity to train and employ a diverse array of behavioral health professionals, specializing in non-clinical support.	Programming available through WCU
Sub-Activities	2.1	Implement a peer certification/training program.	Western Colorado University	Sep. 2024 - Jun 2026	Provide a program to develop skills that include empathetic listening, facilitating supportive conversations about difficult or sensitive issues, understanding roles and boundaries of a peer professional, facilitating small group conversations, and becoming proficient in culturally responsive communications.	By the end of year 2, 5 people are enrolled in the peer certification/training program.
	2.2	Recruit students to the program.	Western Colorado University	Sep. 2024 - June 2026	Increase peer workforce	By year 2, increased peer workforce training.
	2.3	Provide tuition support.	Western Colorado University	Sep. 2024 - June 2026	Increase enrollment and access to the program.	Up to 5 students awarded \$5,000 each year for tuition support.
Goal # 2:	By June 2026, Gunnison County will strategically impact treatment and recovery services utilizing peer supports in cross-organizational partnerships and create a foundation of peer services throughout the community.					
Goals #2, Objective # 1 :	Peers will be embedded in community identified sectors that are essential in treating, preventing and reducing harm of opioid use.					
Approved Purpose:	E. People in treatment and recovery #1					
Activities		Responsible	Estimated Timeframe	Desired Outcome	Deliverables	
Primary	1	Expand peer services by planning for, recruiting, and hiring 4-5 peers that will be embedded in non-clinical settings.	GVH, Front Range Clinic, Gunnison Country Food Pantry, GRASP Coordinator	By March 2026	Peer support professionals available to community members in non-clinical settings.	Hire 2 new peer support professionals by 2025.
Sub-Activities	1.1	Grasp consortium will hold a planning meeting to determine organizational readiness and capacity to embed peers in identified sectors that treat, prevent or reduce harm of opioid use	Grasp Consortium Leadership	By September 2024	2 sectors are identified to hire peers.	Meeting is held
	1.2	Recruitment and hiring of 2 peer/navigator professionals in identified sectors that treat, prevent or reduce harm of opioid use.	Grasp Consortium	By December 2024	Peer professionals may provide navigation to community resources, one on one support/check-ins, empathetic support, guidance, support through the court system, support to those who may be experiencing mental health challenges, substance use disorders, or other life struggles related to the social determinants of health.	Hire 2 full-time peer by December 2024

Sub-Activities	1.3	Embed a peer support professional in the Gunnison Country Food Pantry.	GVH, Gunnison Country Food Pantry	By December 2024	A peer professional that will provide empathetic support, guidance, and encouragement to pantry clients who may be experiencing mental health challenges, substance use disorders, or other life struggles related to the social determinants of health.	Hire 1 full-time peer embedded in the Food Pantry by December 2024
	1.4	Hire a peer support partner that will be matched with youth that are system involved.	GRASP Program Manager, Gunnison County Juvenile Services	By December 2024	A peer professional that will provide support to justice involved youth, and will encourage participation in prevention services. They will help to provide psychosocial skills, navigation services, and life skills.	Hire 0.5 FTE peer support professional embedded in Juvenile Services by December 2024.
Goals #2, Objective # 2 :		By January 2025, the organizational structure needed to hire a level 2 peer will be created, peer hired.				
Approved Purpose:		E. People in treatment and recovery #3				
Activities		Responsible	Estimated Timeframe	Desired Outcome	Deliverables	
Primary	2	To strategically implement treatment and recovery services Grasp will help create organizational structure that will provide the support needed to recruit and hire a level 2 peer (peer supervisor) that will serve as a manager to existing peers.	Grasp leadership	By January 2025	To better support existing peers, we are seeking to recruit and hire a "Level 2" peer that can provide limited supervisory support, lead groups, and provide support and guidance with existing clients. Additionally, this will strengthen our local peer support network by creating pathways for career progression.	Hire 1 full-time level 2 peer.
Sub-Activities	2.1	A level 2 peer (Peer supervisor) will provide guidance and oversight to other peer professionals based on their role and core competencies	Grasp leadership	By March 2025	A level 2 peer that can guide and supervise existing peers.	A level 2 peer supervising other peers
	2.2	Level 2 peer receives the appropriate training that allows them to facilitate various group sessions that specialize in a diverse array of BH needs.	Grasp leadership	By March 2025	A level 2 peer that has the competencies deliver a wide range of BH group sessions for individuals and families in need of BH support.	Level 2 peer delivers group sessions.
Goal # 3:		By June 2026, a relapse response plan will be implemented which will provide financial and multi-level support to Gunnison County residents.				
Goals #3, Objective # 1 :		Create a taskforce team with multi-agency representation that will provide wholistic support to individuals who relapse.				
Approved Purpose:		E. People in treatment and recovery #3				
Activities		Responsible	Estimated Timeframe	Desired Outcome	Deliverables	
Primary	1	Create a taskforce team through collaborative efforts with community partners. This team will be engaged on an ongoing basis as the need arises and relapses occur.	Gunnison County, Oxford House, GRASP Consortium, DHHS, GVH Peers	By Dec. 2024	The Recovery Relapse Support taskforce is designed to provide comprehensive support to individuals of Gunnison county who experience relapse and face legal repercussions and/or potential expulsion from their sober-living arrangements. This program aims to ensure that individuals receive the necessary assistance, guidance, and resources to navigate the challenges of relapse and re-engage in their recovery journey effectively.	Create taskforce by Dec. 2024
	1.1	Collaborate with regional Intensive In-Patient care facilities to financially support local residents for 30 days	Relapse Taskforce, GRASP Coordinator	By June 2025	By partnering with regional intensive outpatient care facilities, we can ensure that individuals in need have access to high-quality treatment services without facing financial barriers, ultimately supporting their journey towards recovery and wellness.	Have funds available for up to 7 people to access IIP for up to 30 days.

Sub-Activities	1.2	Partner with local and regional services to provide transportation to IOP/IIP facilities, detox, and/or mental health facilities.	Oxford House, GVH, GRASP Coordinator	By June 2025	By collaborating with these partners, we can ensure that individuals in need have access to vital treatment services without facing transportation barriers, ultimately supporting their recovery and well-being.	Have funds available to pay for transportation to regional behavioral health services
	1.3	Provide emergency housing assistance for sober living residents while waiting to enter IIP or other services	GRASP Coordinator	By June 2025	If sober living residents relapse, in the interim of them accessing behavioral health services, they might need emergency shelter.	Have funds funds available for short-term emergency housing for those in the process of returning to recovery.
Goals #3, Objective # 2 :		Provide rent support to residents of sober living facilities.				
Approved Purpose:		E. People in treatment and recovery #3				
Activities		Responsible	Estimated Timeframe	Desired Outcome		Deliverables
Primary	2	Collaborate with sober living facilities to provide rent support for new residents	GRASP Coordinator, Oxford House	Aug. 2024	By partnering with sober living houses, we can ensure that individuals transitioning from treatment programs or unstable living situations have access to safe and supportive housing environments without financial barriers, thereby facilitating their ongoing recovery journey.	Have funds available for up to 10 residents to pay first month, and move-in fee when entering into local sober living
Sub-Activities	2.1	Create an application for assistance for individuals who are in sober living.	GRASP Consortium/Gunnison County	Aug. 2024	Providing support to those in recovery who are financially strained.	Application created
	2.2	Advertise application	GRASP Consortium/Gunnison County	Aug. 2024	Raise awareness around the aforementioned application for assistance.	Application distributed throughout various messaging avenues including local newspapers, KBUT radio, and dissemination of flyers.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Boards and Commissions Discussion

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached memo.

Fiscal Impact:

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/29/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 3/5/2024



Katherine Haase, Assistant to the County Manager

Phone: (970) 641-7601 | Fax: (970) 641-3061

Email: khaase@gunnisoncounty.org

Website: www.GunnisonCounty.org

TO: Board of County Commissioners

DATE: 3/5/2024

SUBJECT: Limited Extension of Gunnison County Boards and Commissions Terms

Jonathan, Liz & Laura,

We currently have vacancies noticed for a handful of Boards and Commissions. The deadline for submission of letters of interest is March 4th, interviews will be scheduled for March 12th, and appointments are scheduled for March 19th.

Several of your current appointees actually had term expirations of 2/1/2024. Many of those have since reapplied, and their letters will be up for your consideration according to the above schedule. In the meantime, however, this 2/1/2024 term expiration is causing quorum issues for the Gunnison Basin Sage-grouse Strategic Committee and the Historic Preservation Commission. To counteract the quorum issue, we would appreciate your consideration of some term extensions (see below in yellow) until reappointments or replacements can be accomplished on March 19th.

Gunnison Basin Sage-grouse Strategic Committee					
	First Name	Last Name	Descriptor	Term	Term End
1	Peter	Caloger	Public At-Large Regular	2 Years	2/1/2026
2	Steffanie	Chain	Public At-Large Alternate	2 Years	2/1/2024
3	Polly	Oberosler	Development At-Large, Regular	2 Years	2/1/2024
4			Development At-Large, Alternate	2 Years	
5	Tim	Kugler	Recreation At-Large Regular, Director	2 Years	2/1/2024 - reapplied
6			Recreation At-Large Alternate	2 Years	2/1/2025
7	Jon	Kaminsky	BLM, Regular	2 Years	2/1/2024 - reappointment scheduled for 3/5
8	Kathy	Brodhead	BLM, Alternate	2 Years	2/1/2024 - reappointment scheduled for 3/5
9	Nathan	Seward	CPW, Regular	2 Years	2/1/2026
10	Brandon	Diamond	CPW, Alternate	2 Years	2/1/2026
11	Liz	Smith	GC BOCC, Regular	2 Years	2/1/2025
12	Jonathan	Houck	GC BOCC, Alternate	2 Years	2/1/2025
13	Greg	Peterson	GCSA, Regular	2 Years	2/1/2024
14	Burt	Guerrieri	GCSA, Alternate	2 Years	2/1/2024
15	Sue	Navy	HCCA, Regular	2 Years	2/2/2026
16			HCCA, Alternate	2 Years	

17	Theresa	Childers	NPS, Regular	2 Years	2/1/2024 - reappointment scheduled for 3/5
18	Brinnen	Carter	NPS, Alternate	2 Years	2/1/2024 - reappointment scheduled for 3/5
19	Allison	Hearne	NRCS, Regular	2 Years	2/1/2024
20	Dan	Olson	NRCS, Alternate	2 Years	2/1/2024
21	Amber	Wilson	Saguache County, Regular	2 Years	2/1/2024
22	Virginia	Adams	Saguache County, Alternate	2 Years	2/1/2024
23	Alec "Whit"	Blair	USFWS, Regular	2 Years	2/1/2024 - reappointment scheduled for 3/5
24	Nathan	Darnall	USFWS, Alternate	2 Years	2/1/2024 - reappointment scheduled for 3/5
25	Darren	Long	USFS, Regular	2 Years	2/1/2024
26	Matt	Vasquez	USFS, Alternate	2 Years	2/1/2024
27	Jessica	Young	WCU, Regular	2 Years	2/1/2024
28	Pat	Magee	WCU, Alternate	2 Years	2/1/2024 - reappointment scheduled for 3/5

Historical Preservation Commission					
	First Name	Last Name	Descriptor	Term	Term End
1			Regular	3 Years	2/1/2025
2	LeeAnn	Mick	Regular	3 Years	2/1/2024 - reappplied
3	Jody	Reeser	Regular	3 Years	2/1/2025
4	Al	Caniff	Regular	3 Years	2/1/2026
5	Heather	Thiessen-Reilly	Regular	3 Years	2/1/2024 - reappplied
6	Shelley	Popke	Regular	3 Years	2/1/2024 - reappplied
7	David	Russell	Regular	3 Years	2/1/2024

Thank you,

Katherine



**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON,
COLORADO**

RESOLUTION NO: 2024-7

**A RESOLUTION ESTABLISHING THE POLICY FOR APPOINTMENTS TO
BOARDS AND COMMISSIONS MANAGED BY GUNNISON COUNTY AND OTHER
ORGANIZATIONS**

THIS RESOLUTION SUPERSEDES RESOLUTION NO: 2019-17

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado (“Board”) has the authority to appoint members to various Gunnison County boards and commissions and to other boards and commissions that allow representation from Gunnison County; and

WHEREAS, the Board desires to establish a policy to ensure that the appointment process:

- Will be timely;
- Will foster applications for open positions;
- Will be open to public scrutiny;
- Will comply with applicable legal requirements; and
- Will result in appointments that are in the best interests of Gunnison County;

WHEREAS, the appointment process established by this Resolution shall apply to appointments to the following boards and commissions:

- a. 7th Judicial Community Corrections Board
- b. Board of Adjustment
- c. Colorado River Water Conservation District Board
- d. Commissioner of Deeds
- e. Environmental Health Board
- f. Extension Advisory Committee
- g. Gunnison Basin Sage-grouse Strategic Committee
- h. Gunnison Cemetery District Board
- i. Gunnison Valley Hospital Board of Trustees
- j. Gunnison Valley Regional Housing Authority Board
- k. HB 1177 Roundtable
- l. Historic Preservation Commission
- m. Land Preservation Board
- n. Library Board of Trustees
- o. Medical Health Officer
- p. Planning Commission
- q. Region 10 Board
- r. Southwest Colorado Opioid Regional Council
- s. Sustainable Tourism and Outdoor Recreation Committee
- t. Tenderfoot Child & Family Development Center Board of Directors
- u. Tourism and Prosperity Partnership Board
- v. Veterans Service Officer



- w. Watershed Weed Commission
- x. Western Regional EMS Council
- y. Other boards and commissions as identified from time to time by the Board of County Commissioners

WHEREAS, the appointment process established by this Resolution shall be followed unless the process is in conflict with a specific requirement of an applicable ordinance, statute, established resolution of the Board, or other legal requirement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the procedure for advertisement, interview, and appointment of persons to vacancies on boards and commissions shall occur by the following process except in unusual circumstances, such as those dictated by statute or specific bylaws (see Section 7 below):

Annual Appointment Process:

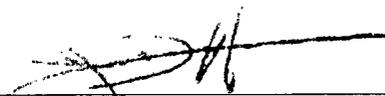
1. Notification:
 - a. Prior to or at the time of issuance of the annual vacancy notice, County staff members and/or the chairperson involved with each board or commission will be advised of upcoming vacancies and asked to encourage citizens to apply who have the appropriate interest, commitment, and skills.
 - b. Prior to or at the time of issuance of the annual vacancy notice, persons whose terms are expiring will be informed of their term expiration, thanked for their service, and, at the discretion of the County, encouraged to reapply.
2. Vacancy Notices and Applications:
 - a. Annual Board requests for applications for appointment shall be made via newspaper, the County website, and/or the County's social media outlets; and
 - b. The vacancy notice shall be issued no later than November 1st with a response deadline of December 1st, or the first business day thereafter.
3. Scheduling/Conducting Interviews and Making Appointments:
 - a. Interviews shall be accomplished by the Board of County Commissioners prior to January 20th. Notification of interview date and time will be made by email to applicants.
 - b. Incumbent applicants will be advised that the interview is conducted for both an interview and opportunity for the applicant to update the Board on activities of that board or commission.
4. Re-notification:
 - a. After the first round of appointments are made, the Board may opt to pursue a second round of appointments by following the same process as stated above, but for only three weeks for any specific board or commission vacancies remaining.
5. Recruitment:



- a. After two rounds of interviews and appointments, County staff members and/or the chairperson involved with each board or commission will be advised of remaining vacancies and asked to recruit applicants. If this process yields interested applicants, interviews and appointments will be scheduled.
6. Out-of-Cycle Applications and Vacancies; Removal of Appointees:
- a. If a resignation and/or other creation of a vacancy occurs outside of the annual cycle outlined above, the Board may elect to create and follow an appropriate recruitment and appointment schedule to fill that vacancy.
 - b. All appointments pursuant to this Resolution are at will, and all appointees appointed pursuant to this Resolution shall serve at the pleasure of the Board. Accordingly, all appointees appointed pursuant to this Resolution are not considered employees of Gunnison County, and the Board may remove any appointee at any time for any reason, with or without cause, unless the law expressly provides otherwise.
 - c. The Board may, at its discretion, temporarily extend the term dates of any appointee if their term is set to expire prior to the conclusion of the interview and appointment schedule so that service on the board or commission is not disrupted. The Board may also, at its discretion, accept late letters of interest if the number of vacancies is greater than the number of letters of interest submitted by the deadline.
7. Special Circumstances Dictated by Bylaws and/or Statutes:
- a. Colorado River Water Conservation District. Pursuant to CRS § 37-46-104, the Board shall make its regular appointment to the Colorado River Water Conservation District during its first meeting in January. The County Clerk or a Deputy County Clerk will administer the Oath of Office to the newly appointed (or reappointed) person, and that appointee shall take office beginning on the third Tuesday in January.
 - b. Gunnison Valley Hospital Board of Trustees. Pursuant to CRS § 25-3-303 and the Gunnison Valley Hospital Board of Trustees bylaws, the Board shall make regular appointments to the Gunnison Valley Hospital Board of Trustees on or before the second Tuesday of January. The County Clerk or a Deputy County Clerk will administer the Oath of Office to the newly appointed (or reappointed) person within 10 days of appointment. The appointee shall take office beginning on the first day of February.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels and adopted this 6th day of February, 2024.

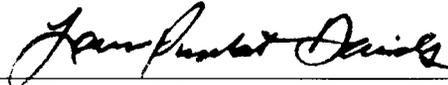
GUNNISON COUNTY BOARD OF
COUNTY COMMISSIONERS



Jonathan Houck, Chairperson



Elizabeth K. Smith, Vice Chairperson



Laura Puckett Daniels, Commissioner

ATTEST:



Deputy County Clerk



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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: A Resolution Authorizing Temporary Seasonal Closur

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Due to poor base structure and high levels of moisture, CR 38 experiences high levels of damage every spring. Restricting the road to owners and lighter loads preserves the County road.

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:

Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 2/28/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 3

Agenda Date: 3/5/2024

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO**

RESOLUTION NO. 24-_____

**A RESOLUTION AUTHORIZING TEMPORARY SEASONAL CLOSURE AND
WEIGHT RESTRICTION FOR A PORTION OF COUNTY ROAD 38 ALSO KNOWN
AS GOLD BASIN ROAD**

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado, (hereinafter the "Board") has the legal authority to regulate and control the use of certain highways and roads in Gunnison County, Colorado; and

WHEREAS, pursuant to C.R.S. § 42-4-111 (1)(v) and C.R.S. §18-9-117(1)(b),(c), and (f) the Board has the authority to adopt temporary regulations as may be necessary to cover special conditions; and

WHEREAS, Colo. Rev. Stat. §§ 42-1-102(43) and 42-4-106 authorize Gunnison County to prohibit the operation of identified vehicles on any road open to use of the public for purposes of vehicular travel for a total period not to exceed ninety (90) days in any one calendar year, whenever roads within the County will be seriously damaged due to the use of certain vehicles;

WHEREAS, as a result of the winter thaw there is a certain portion of County Road 38 also known as Gold Basin Road (hereinafter "County Road 38"), that has deteriorated and there is resource damage; and

WHEREAS, that certain portion of County Road 38 that has deteriorated is located beyond the end of the asphalt beginning at the parking area known as "Bambi Parking Area" south to the Saguache County line; and

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 38, a temporary closure to the public and weight restriction to all users has been recommended during winter thaw and spring runoff; and

WHEREAS, the Board acknowledges that it is necessary that property owner(s) and occupant(s) of adjacent lands are able to access their land; and

WHEREAS, adjacent property owner(s) and occupant(s) of adjacent lands shall be exempt from the closure of that portion of County Road 38. HOWEVER, those adjacent property owner(s) and occupant(s) of adjacent lands shall be subject to the road weight restriction of a ten (10) ton load limit per vehicle for that portion of County Road 38; and

WHEREAS, closure of County Road 38 will not adversely affect health and safety nor will it cause substantial injury to the owner(s) or occupant(s) of adjacent land(s); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that a certain portion of County Road 38 located beyond the end of the asphalt beginning at the parking area known as "Bambi Parking Area" south to the Saguache County line shall be and hereby is temporarily closed to the public, with an exception for adjacent property owner(s) and occupant(s) of adjacent lands AND be it further resolved that County Road 38 shall have a 10 ton weight restriction imposed on that portion of County Road 38 during the spring season as determined by the Assistant County Manager for Public Works, not to exceed 90 days in a calendar year.

INTRODUCED by Commissioner _____, seconded by

Commissioner _____, and adopted this ____ day of March, 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By: _____
Elizabeth K Smith, Vice Chairperson

By: _____
Laura Puckett Daniels, Commissioner

ATTEST:

Deputy County Clerk

Attention
County Road 38/ Gold Basin Users

Effective March 15, 2024 County Road 38 (Gold Basin Road) will be closed at the gate just past the shooting range to protect the road from resource damage. Property owners beyond the gate will be given access upon proof of ownership. There will also be a ten (10) ton weight limit during this closure. The closure will be lifted when conditions allow or May 15, 2024. Please contact Gunnison County Public Works Department at 970-641-0044 with any questions.

Run as a bordered ad in the Gunnison Times and Gunnison Shopper for the weeks of 3/5/24 and 3/12/24.

NOTICE

Gold Basin Road (CR #38) will be closed on March 15, 2024 to prevent resource damage. A gate and combination lock has been installed. The combination number is only being provided to property owners. The combination number is ' ', If you have guests or service providers coming to your property it is your responsibility to make sure they can access your property and can get out when they leave. Do not assume the gate will be open or that the Sheriff or Gunnison County Public Works will respond to let them out.

In addition to this closure there is a 10-ton load limit for all users of the road including property owners. Please help us prevent any further damage by closing and locking the gate each time you use it.

If you have any questions, please call Gunnison County Public Works at 970-641-0044.

Thank you for your cooperation.

(Mailed Notice to Owners)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: A Resolution Authorizing Temporary Weight Restrict

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is the annual restriction on vehicle weight for CR 734 Slate River. The road has historic structural deficiencies that are worst in the spring. The weight restriction is noticed to all affected owners and in the paper.

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:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 2/27/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 3

Agenda Date: 3/5/2024

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO**

RESOLUTION NO. 24-_____

**A RESOLUTION AUTHORIZING TEMPORARY WEIGHT RESTRICTION FOR A
PORTION OF COUNTY ROAD 734 ALSO KNOWN
AS SLATE RIVER ROAD**

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado, (hereinafter the "Board") has the legal authority to regulate and control the use of certain highways and roads in Gunnison County, Colorado; and

WHEREAS, pursuant to C.R.S. § 42-4-111 (1)(v) and C.R.S. §18-9-117(1)(b),(c), and (f) the Board has the authority to adopt temporary regulations as may be necessary to cover special conditions; and

WHEREAS, Colo. Rev. Stat. §§ 42-1-102(43) and 42-4-106 authorize Gunnison County to prohibit the operation of identified vehicles on any road open to use of the public for purposes of vehicular travel for a total period not to exceed ninety (90) days in any one calendar year, whenever roads within the County will be seriously damaged due to the use of certain vehicles;

WHEREAS, as a result of the winter thaw there is a certain portion of County Road 734 also known as the Slate River Road (hereinafter "County Road 734"), that has deteriorated and there is resource damage; and

WHEREAS, that portion of County Road 734 that has deteriorated is located from the intersection of CR 734 and CR 317 (Gothic Road) to the end of winter maintenance at the CR 734 trailhead; and

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 734, a temporary weight restriction has been recommended during winter thaw and spring runoff; and

WHEREAS, those adjacent property owner(s) and occupant(s) of adjacent lands shall be subject to the road weight restrict of a 15 ton load limit per vehicle for that portion of County Road 734; and

WHEREAS, such weight restriction will not adversely affect health and safety nor will it cause substantial injury to the owner(s) or occupant(s) of adjacent land(s); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that a certain portion of County Road 734 located from

the intersection of CR 734 and CR 317 (Gothic Road) to the end of winter maintenance at the CR 734 trailhead is subject to the road weight restriction of a fifteen (15) ton load limit per vehicle for that portion of County Road 734 during the spring season as determined by the Assistant County Manager for Public Works, not to exceed 90 days in a calendar year.

INTRODUCED by Commissioner _____, seconded by
Commissioner _____, and adopted this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By: _____
Elizabeth K. Smith, Vice Chairperson

By: _____
Laura Puckett Daniels, Commissioner

ATTEST:

Deputy County Clerk

Attention
County Road 734/ Slate River Users

Effective March 5, 2024 County Road 734 (Slate River Road) will be under a 15-ton weight restriction from the intersection of CR 734 and CR 317 (Gothic Road) to the end of winter maintenance at the CR 734 trailhead, to protect the road from resource damage. The weight restriction will be lifted when conditions allow. Please contact Gunnison County Public Works Department at 970-641-0044 with any questions.

Run as a bordered ad in the Gunnison Times, Gunnison Shopper and CB News for the weeks of 2/26/24 & 3/4/24.

NOTICE

Slate River Road (CR #734) will be placed under a 15-ton weight restriction on March 5, 2024 to prevent resource damage. The restricted section will be from the intersection of CR #734 and CR #317 (Gothic Road) to the end of winter maintenance. If you have guests or service providers coming to your property it is your responsibility to make sure they are made aware of this weight restriction.

The weight restriction will be lifted when conditions allow.

Please help us prevent any further damage by adhering to this temporary restriction. If you have any questions, please call Gunnison County Public Works at 970-641-0044.

Thank you for your cooperation.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Rare Earth Science; Baseline Documentation Supplem

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached documentation regarding a piece of land owned by the County and managed by the CB Land Trust.

Fiscal Impact:

Submitted by: Katherine Haase for Public Works

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient, but recommend PW be present to explain the request to the BOCC, which we understand is to approve the supplemental BDR for this CE. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 2/26/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/28/2024

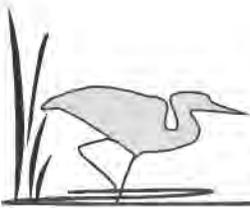
Consent Agenda

Regular Agenda

Worksession

Time Allotted: 4

Agenda Date: 3/5/2024



RARE EARTH SCIENCE

www.rareearthscience.com

November 1, 2023

Jake Jones, Executive Director
Crested Butte Land Trust
PO Box 2224
Crested Butte, Colorado 81224

VIA EMAIL: jake@cblandtrust.org

**Re: Baseline Documentation Supplement
Ridgeline Property Conservation Easement
Gunnison County, Colorado**

Dear Jake,

This letter, including the enclosed figures, documentary photographs, and Acknowledgement of Baseline Conditions, constitutes a Baseline Documentation Supplement for the approximately 43.4-acre Ridgeline Property Conservation Easement conveyed to Crested Butte Land Trust ("Land Trust") and recorded in Gunnison County at Reception 429448 on April 16, 1999. The 1999 Bio-Environs, Inc. *Baseline Inventory (Baseline Documentation) for the Ridgeline Property, Gunnison Colorado* ("1999 Baseline Inventory") originally prepared for the Property is considered deficient by the Land Trust's current standards of baseline documentation because it lacks a clear statement of the Property's conservation purpose and conservation values, and lacks adequate mapping. This Baseline Documentation Supplement ("Supplement") addresses the 1999 Baseline Inventory's deficiencies, and together with the 1999 Baseline Inventory, satisfies the current baseline documentation requirements of the Land Trust and of the U.S. Treasury Regulations at §1.170A-14.

Adequacy Review

Methods for completing this Baseline Documentation Supplement included an adequacy review (summarized below) of the 1999 Baseline Inventory against the standard elements for baseline documentation reports currently acceptable to the Land Trust, and review of the Deed of Conservation Easement (CE Deed).

Summary of Baseline Documentation Adequacy Review, Ridgeline Property Conservation Easement

Minimum & Desired Baseline Element	1999 Baseline Inventory	2023 Supplement
<i>Summary Information</i>		
Owner Contact	Stated on 2012 Acknowledgement of Baseline Report (for the 1999 Baseline Inventory)	
Property Physical Location	Adequate	
Property Description & Setting	Adequate	
Directions to the Property	Absent	Local area roads are depicted on enclosed Figure 2
Signed Baseline Acknowledgement	Executed in 2012 for the 1999 Baseline Inventory	See enclosed Acknowledgment of Baseline Supplement Page
Clear Conservation Purpose & Values Statement	Absent	See “Summary of Conservation Values”
Consistency with Government Policy	Absent	See “Consistency with Policy”
<i>Narrative Descriptions</i>		
Improvements & Features	Adequate	See “Improvements & Features” for updated items
Geology	Absent	See “Physical Characteristics”
Topography	Absent	See “Physical Characteristics”
Soils	Absent	See “Physical Characteristics”
Hydrology	Absent	See “Physical Characteristics”
Landcover	Adequate	See “Physical Characteristics”
Wildlife	N/A (Relatively natural habitat is not a stated conservation value in the CE Deed)	
Use & Management	Adequate	
<i>Maps & Photographs</i>		
Conservation Context/Location Map	Absent	See enclosed Figure 1
Topographic Map	Deficient (exists, not well legible)	See enclosed Figure 2
Aerial Photograph	Oblique aerial, not well legible	See enclosed Figure 3
Improvements & Features Mapping	Absent	See enclosed Figure 4
Geologic Map	Absent	See enclosed Figure 5
Soils Map	Absent	See enclosed Figure 6
Surface Hydrology Map	N/A (surface water not present)	

Minimum & Desired Baseline Element	1999 Baseline Inventory	2023 Supplement
Landcover Map	N/A (Property only has one major landcover type, and it is adequately described narratively)	
Wildlife Ranges	N/A (Relatively natural habitat is not a stated conservation value in the CE Deed)	
Documentary Photographs	Adequate	Additional/updated photographs are in the enclosed Photopages
Photopoints Map	Absent	See enclosed Figure 7

Supplemental Information

Conservation Purpose & Summary of Conservation Values

The purpose of the conservation easement is to preserve, in perpetuity, the following conservation values (pursuant to Treasury Regulation §1.170A-14):

Open space (§1.170A-14(d)(4)). The Property’s aesthetically-pleasing and harmonious array of shapes and textures created by its native sagebrush shrublands on rolling topography provide natural scenic enjoyment to the public and contribute to the openness and variety of the overall landscape in the region. The Property is visually accessible to the public from U.S. Route 50 and from many public roads within the City of Gunnison, and from adjoining public lands administered by the U.S. Bureau of Land Management (BLM) and the State of Colorado, and constitutes an important part of the ridgeline view from these locations. Federal, state, and local policies support the conservation of open space lands, and the policies of the State of Colorado and Gunnison County consider preservation of scenic open space important to the future of the region. Conservation of the Property’s open space provides significant public benefit because it prevents subdivision and development of the Property, which would diminish its scenic beauty and the integrity of open ridgeline views from the City of Gunnison. The Property provides a buffer and “greenway” space between existing and future development on the City of Gunnison’s outskirts and the Western State University campus, and extensive BLM lands.

Recreation or education opportunities for the public (§1.170A-14(d)(2)). The conservation of the Property ensures that the public will continue to enjoy trail-based outdoor recreation readily accessible from the City of Gunnison, and offering views of the Gunnison Valley and quiet enjoyment of nature. The trails on the Property have connectivity to the City of Gunnison to the west, Western Colorado University lands to the south, to adjoining and nearby public lands in the area, and ultimately to the 486-mile-long Colorado Trail extending from Denver to Durango via a segment of the Ridgeline Trail/Colorado Trail Spur that traverses the Property. This recreational access benefits the public while protecting the Property’s scenic open space value.

Consistency with Policy

The conservation easement on the Property is consistent with and/or supported by policy at the federal, state, regional, and/or local levels:

- Treasury Regulation §1.170A-14(d) provides for the charitable donation of a qualified real property interest for certain conservation purposes, including preservation of a significant relatively natural habitat for fish, wildlife, a plant community, or ecosystem; for the preservation of recreation or education opportunities for the public; for the preservation of open space, including farmland and forest land; and for preservation of historically important land or structures.
- Colorado Revised Statutes (CRS) provide for the establishment of conservation easements to maintain land “in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural, horticultural, wetlands, recreational, forest, or other use or condition consistent with the protection of open land, environmental quality, or life-sustaining ecological diversity...” [CRS §38-30.5-102].
- The voters of the state of Colorado, by creation of the Great Outdoors Colorado Trust Fund program, and by adopting and administering grant applications and due diligence review processes, have established that it is the policy of the state of Colorado and its people to encourage donation and to fund the voluntary bargain sale and acquisition of conservation easements, among other things, to preserve, protect and enhance scenic and open space lands, agricultural lands, wildlife, and wildlife habitat. The State Board of the Great Outdoors Colorado Trust Fund provided funding support for the conservation project.
- Gunnison County purchased the Property from private parties in 1998 and 1999 for the sole purpose of maintaining and providing open space and public access in a popular area of public use close to town. The Property’s purchase and the conservation easement conveyance were spearheaded by the Gunnison County Trails Commission, a volunteer arm of the Gunnison County Government. The mission of the Commission was to “work toward the preservation, protection and continued development of trails within the County.”

Improvements & Features

Since the time of the conservation easement conveyance, a trail sign has been added to the Property (see Figure 4 and Photopoint 1 in the enclosed Photopages).

Physical Characteristics

The Property lies within the Southern Rocky Mountains physiographic province and the Southern Rocky Mountains Ecoregion, with its characteristic rugged, high-elevation peaks and continental climate. In general, the topography and geology of the area were influenced by several major structures in western Colorado including the Piceance Basin to the northwest, the Elk and West Elk Mountains to the north and west, the Sawatch Range to the east, and the San Juan Volcanic Field to the south. The local geology is pre-ash-flow andesitic lavas, breccias, tuffs, and conglomerates (Figure 5) in the hills surrounding the Gunnison Valley. The elevation on the Property is about 8,070 feet above mean sea level on a ridgeline on the east boundary, to about 7,830 feet on the west boundary, with overall drainage to the west. The topographic relief is rolling to moderately steep (Figure 2). The Property is within the Gunnison River watershed in the greater Colorado River basin. There are no natural perennial streams or other surface

waters on the Property. The U.S. Department of Agriculture Natural Resources Conservation Service identifies the soil type on the Property as Duffson-Beenom, exposed complex, 5 to 40 percent slopes (Figure 6). This soil type is characterized as gravelly sandy loam derived from slope alluvium with bedrock as shallow as 28 inches. The entire Property is vegetated with native shrublands dominated by big sagebrush (*Artemisia tridentata*), black sagebrush (*A. nova*), and native grasses (see the 1999 Baseline Inventory).

Methods

Mapping was accomplished using Esri® geographic information systems (GIS) software, ArcGIS 10.8.2,™ using a Property boundary provided by the Land Trust. The coordinate system used for all maps in this report is NAD 1983 UTM Zone 13 (meters). Data resources and base maps used to create the report maps are cited on the figures themselves. The photographs presented in the enclosed Photopages were provided by the Land Trust from a field visit conducted on May 24, 2023. Photopoint mapping was created by plotting geotagged photographs taken with a GPS-equipped camera.

Improvements mapping was created by interpreting recent aerial photographs and the 1999 Baseline Inventory narrative, and by mapping GPS waypoints and tracks for features of interest. Improvements mapping must not be considered a survey of improvements, but rather a simple inventory sketch.

Qualifications

I, the undersigned, prepared this Baseline Documentation Supplement in accordance with U.S. Treasury Regulations at §1.170A-14. To the best of my knowledge, this Supplement, together with the original baseline documentation, is an accurate representation of the Property. I certify that I am a qualified provider of Conservation Easement due diligence. As principal biologist at Rare Earth Science who is familiar with the natural resources of the region, I have prepared Baseline Documentation Reports for more than 300 Conservation Easement projects in Colorado during the past two decades.

Sincerely,

Rare Earth Science, LLC



Dawn Reeder
Principal Biologist

Enclosures: Acknowledgement of Baseline Conditions
Figures
Photopages

ACKNOWLEDGEMENT OF BASELINE CONDITIONS

RIDGELINE PROPERTY CONSERVATION EASEMENT GUNNISON COUNTY, COLORADO

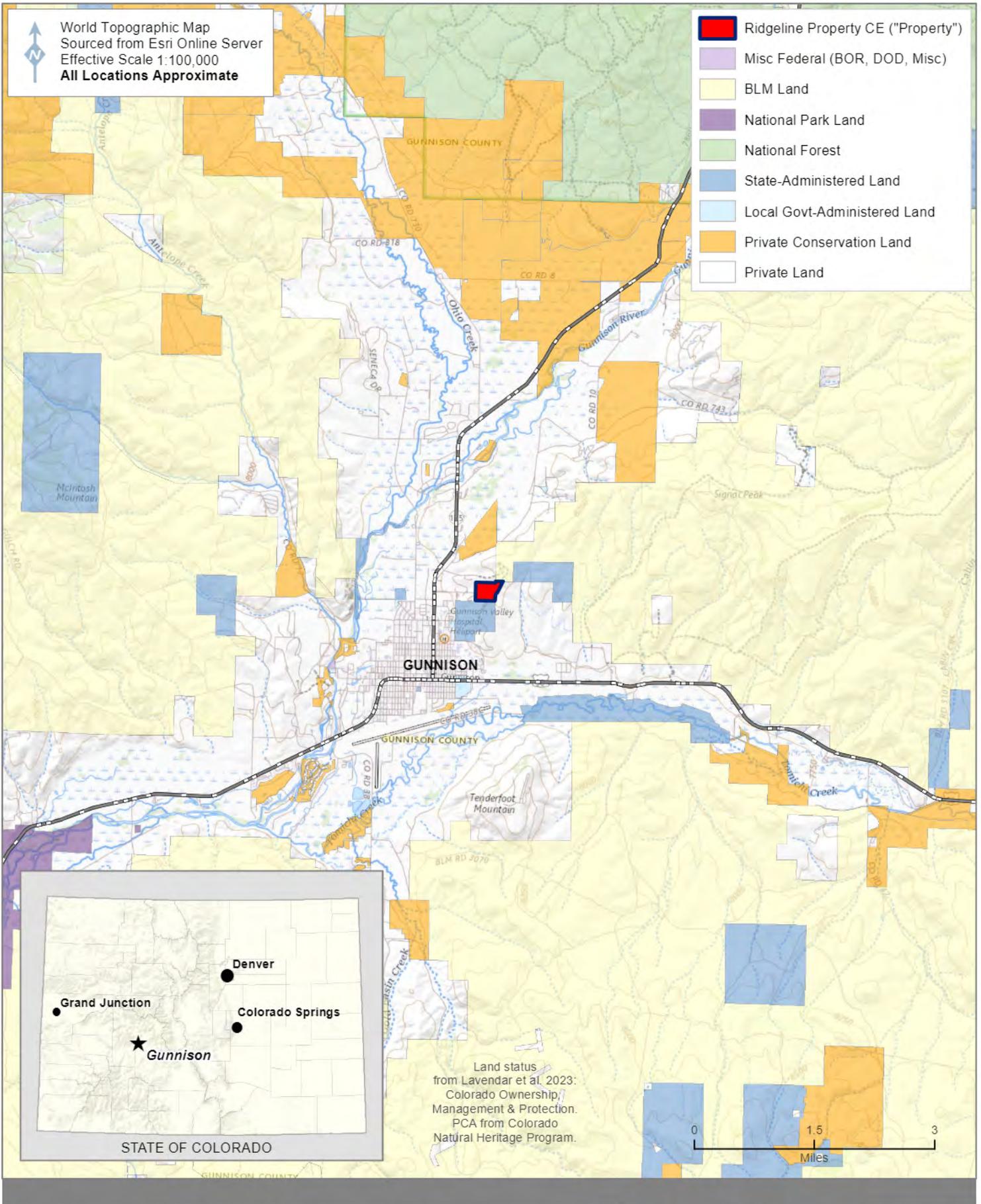
In compliance with Federal Treasury Regulations [§1.170A-14(g)(5)(i)(D)], and to the best of my knowledge, this Baseline Documentation Supplement, including text, maps, and photographs, together with the 1999 Baseline Inventory prepared for the Ridgeline Property Conservation Easement (“Property”), is an accurate representation of the Property and its conservation values on the date of our signatures, below. The conservation values have not materially changed since 1999, when the Ridgeline Property Conservation Easement was conveyed to Crested Butte Land Trust. The Property’s conservation values include scenic open space and recreational or educational opportunities for the public.

Name, Title _____
Gunnison County, LANDOWNER

Date

Jake Jones, Executive Director
Crested Butte Land Trust, GRANTEE

Date

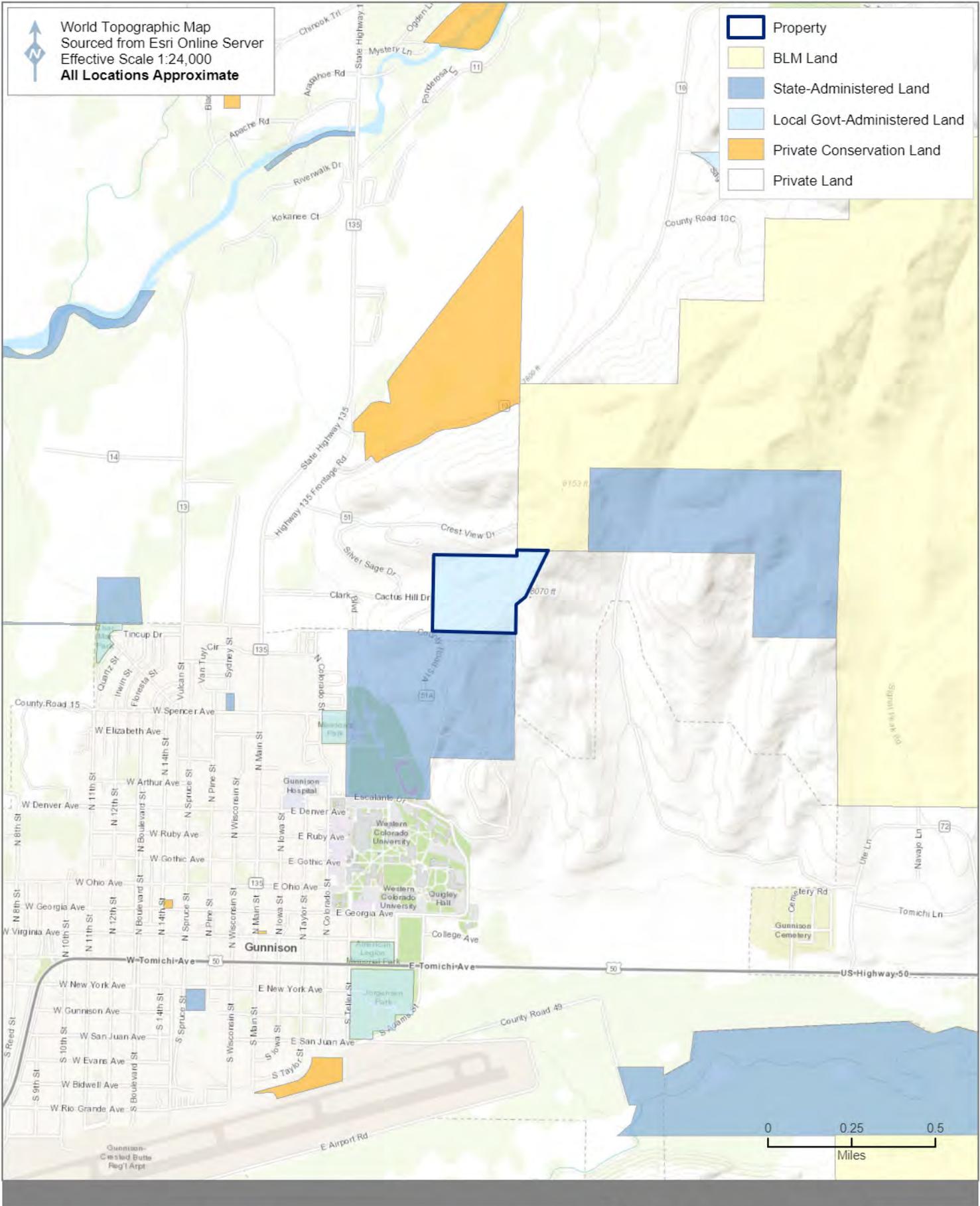


Baseline Documentation Report Supplement
 Gunnison County, Colorado
 www.rareearthscience.com
 Map by D. Reeder | November 2023

Location & Conservation Context Map

RIDGELINE PROPERTY

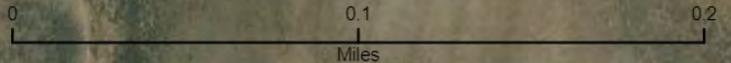
FIGURE
 1



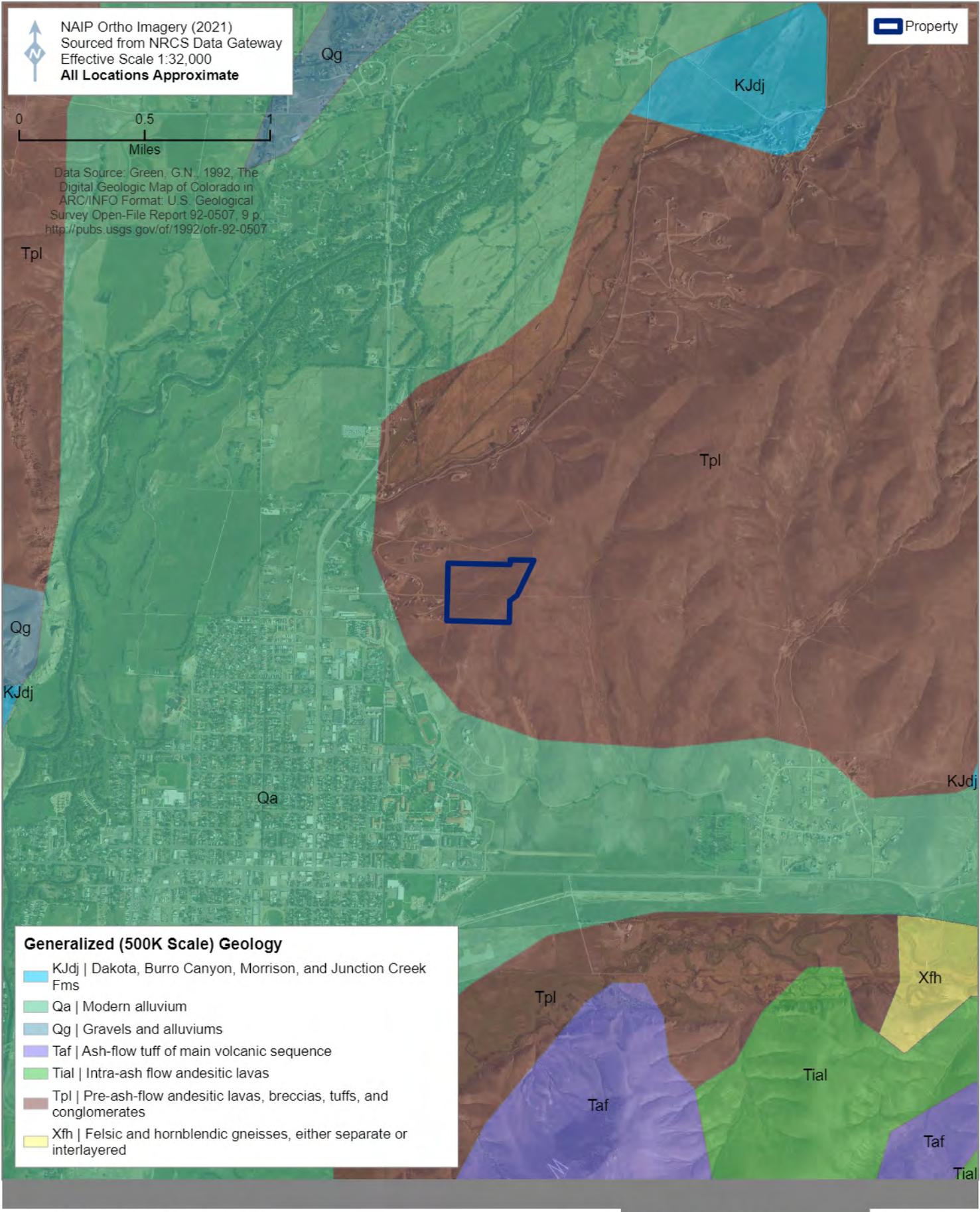


World Aerial Imagery
Sourced from Esri Online Server
Effective Scale 1:3,500
All Locations Approximate

 Property







NAIP Ortho Imagery (2021)
 Sourced from NRCS Data Gateway
 Effective Scale 1:32,000
All Locations Approximate

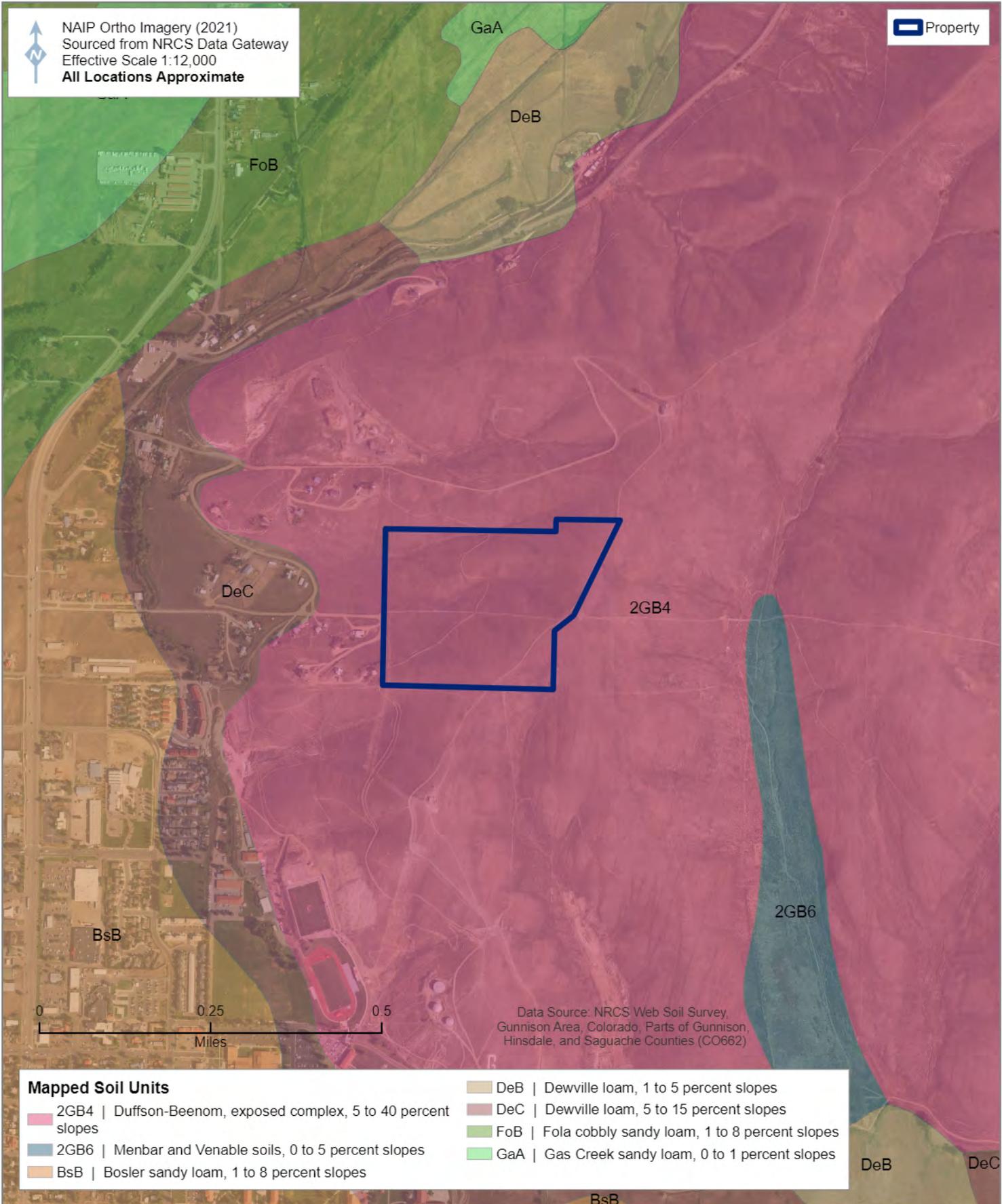
Property

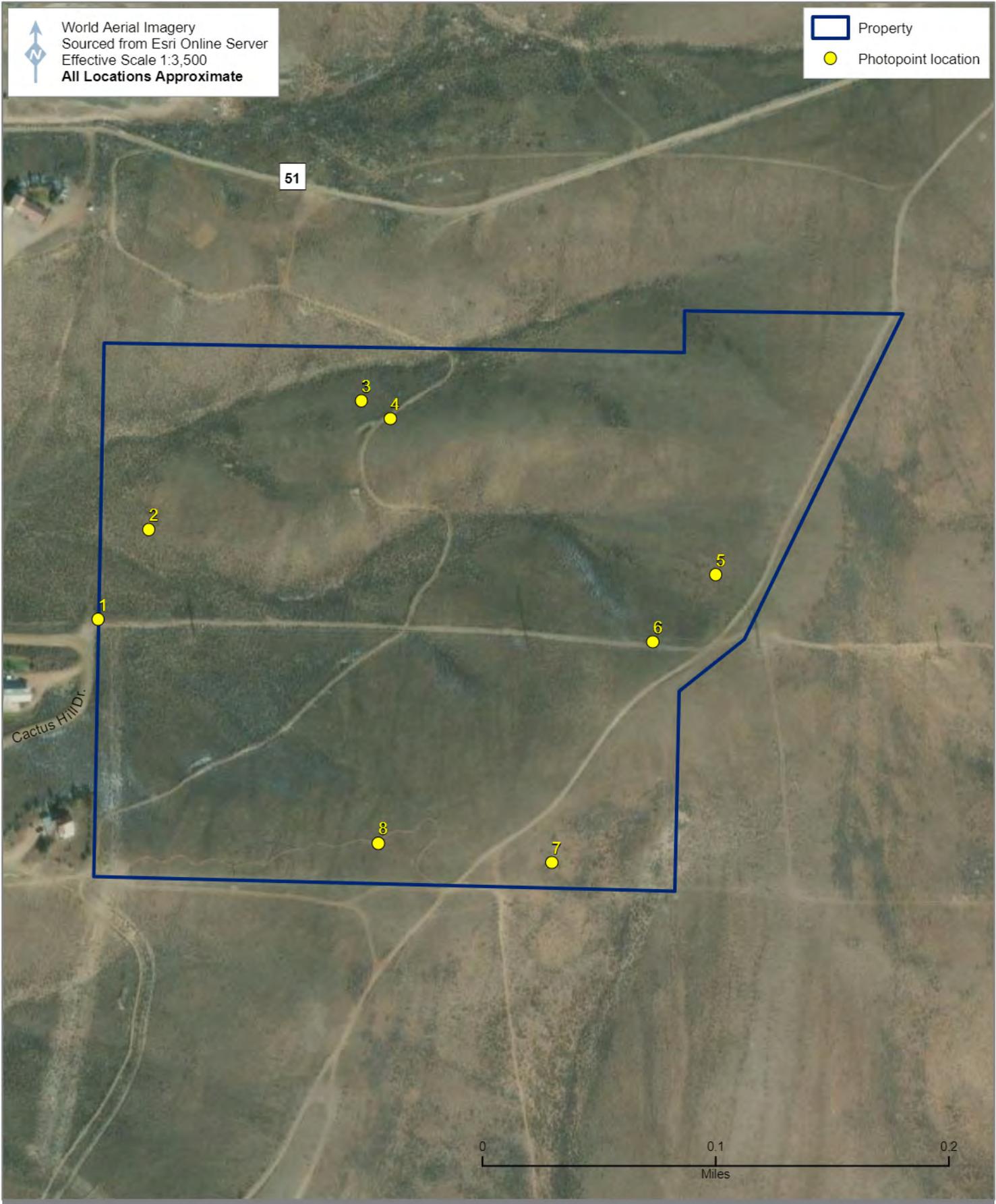
0 0.5 1
 Miles

Data Source: Green, G.N., 1992, The
 Digital Geologic Map of Colorado in
 ARC/INFO Format. U.S. Geological
 Survey Open-File Report 92-0507, 9 p.
<http://pubs.usgs.gov/of/1992/ofr-92-0507>

Generalized (500K Scale) Geology

- KJdj | Dakota, Burro Canyon, Morrison, and Junction Creek Fms
- Qa | Modern alluvium
- Qg | Gravels and alluviums
- Taf | Ash-flow tuff of main volcanic sequence
- Tial | Intra-ash flow andesitic lavas
- Tpl | Pre-ash-flow andesitic lavas, breccias, tuffs, and conglomerates
- Xfh | Felsic and hornblendic gneisses, either separate or interlayered







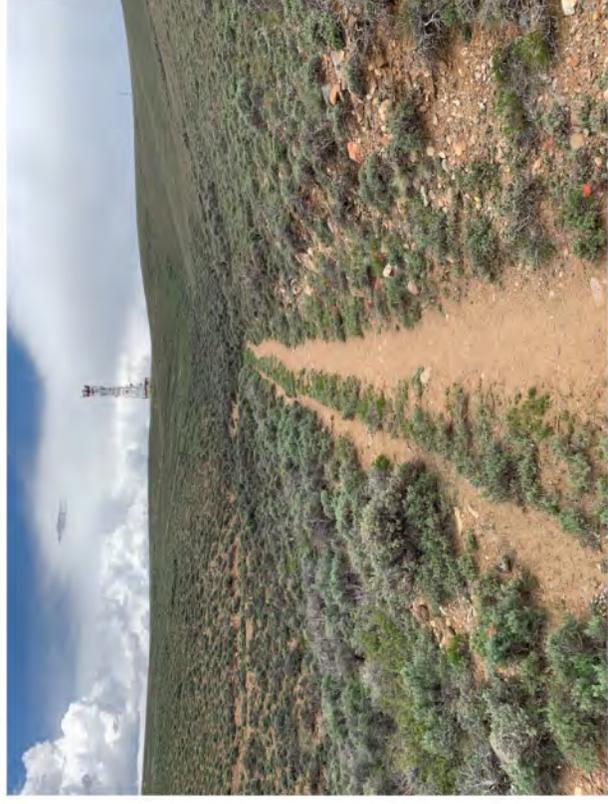
Photopoint 1. Looking east-by-northeast at the trail sign on the west boundary entrance from Cactus Hill Drive (5/24/23).



Photopoint 2. Looking north at the northwest part of the Property (5/24/23).



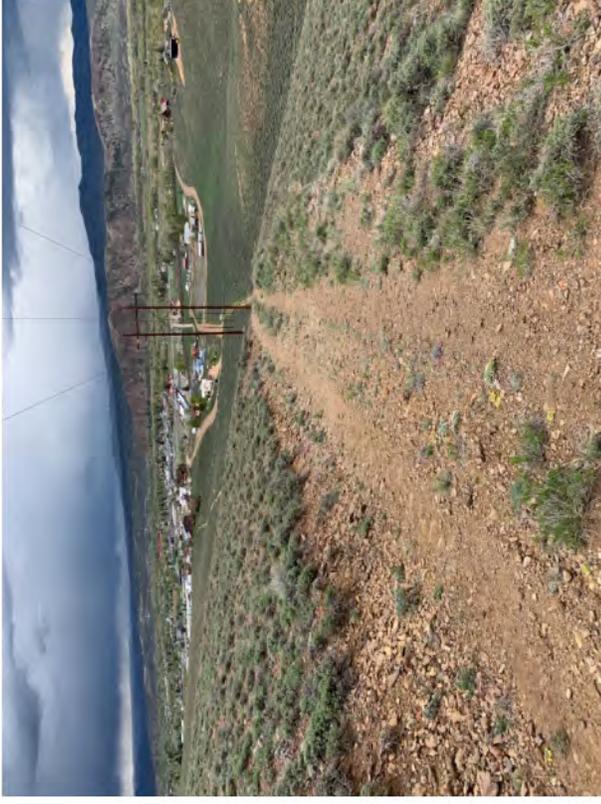
Photopoint 3. Looking east across the north part of the Property (5/24/23).



Photopoint 4. Looking northeast along the trail in the north-central part of the Property (5/24/23).



Photopoint 5. Looking west across the Property from near its east boundary (5/24/23).



Photopoint 6. Looking west along the central powerline and its access road from near the east Property boundary (5/24/23).



Photopoint 7. Looking east-by-northeast in the southeast part of the Property toward other powerlines on and near the Property (5/24/23).



Photopoint 8. Looking west-by-northwest along the trail that traverses east-west near the Property's south boundary (5/24/23).

**Baseline Inventory
(Baseline Documentation)
for the Ridgeline Property,
Gunnison, Colorado**

**Prepared for Gunnison County
and the
Crested Butte Land Trust**

**Prepared by
Bio-Environs
1388 CR 8
Gunnison, CO 81230**



October 15, 1999

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Introduction

The purpose of this report is to describe the physical and biological status of the Ridgeline Trail property owned by Gunnison County, Colorado. Gunnison County granted a conservation easement covering the entire property to the Crested Butte Land Trust on March 15, 1999. This document serves as the baseline inventory for the easement and includes a discussion of property location, its physical attributes such as location of trails, fences, power lines, and roads, and a description of the existing vegetation, soils, geology, and climate. This report also provides a photographic essay and maps locating boundaries and special features.

This document provides a picture of the property as it exists now, and can be used to compare it to any changes that may occur from increased or improper use in the future.

Property Description

The Ridgeline conservation easement consists of two parcels of land purchased through a grant from Great Outdoors Colorado funds, local government, business and citizen contributions. Gunnison County acquired the land in December of 1998 and March of 1999. It encompasses 43.4 acres of land previously owned by the Dennis family and the John Wilson/ Adams Ranch (Figures 1a and 1b). The Dennis property comprises 37.41 acres of the easement and the Wilson/Adams Ranch piece comprises another 5.6 acres of the easement. The property is located in SW ¼ SW ¼ Section 30, Township 50 North, Range 1 East, N.M.P.M. and the E ½ SE ¼ Section 25, Township 50 North, Range 1 West, N.M.P.M. The legal description is more specifically described in the Deed of Conservation Easement document recorded with the Gunnison County Recorder.

The property abuts land to the north administered by the Bureau of Land Management. To the south and east, it abuts the John Wilson/Adams Ranch property. To the south is Western State College property, and various private properties border the northern and western boundaries of the easement.

The Ridgeline Trail/Colorado Trail Spur and the O'Fallon Ditchline Trail bisect the 43.4 acres at the top and mid-line of the easement. Users can loop through the property or travel through to Bureau of Land Management property. The property is easily accessed from the City of Gunnison. Two entries provide access and they include the Colorado Trail Spur beginning at Western State College from College Heights Drive and from Westerns football and track area where the Par Course begins.

Two roads bisect the property – these follow major power lines that run east west on the property. The U. S. Department of Energy, Western Area Power Administration owns one power line, and the other line, which borders the southern boundary, is owned by the City of Gunnison. A recorded easement is documented for U.S. Department of Energy power line. A recorded easement was not found for the City of Gunnison power line, nor for the telephone line.

The water rights associated with the property will be retained by longtime owners, the O'Fallon Ditch Association, and are currently in Water Court in the process of being transferred to the City of Gunnison ditch system.

Purpose of Easement and Use by Public

The easement holds in perpetuity the land for use by the general public for recreational and open space purposes. The property now serves hundreds of Gunnison valley citizens who use the trails frequently. The Ruehle's have lived next to the easement since the 1970's and have observed increased use in the area over the years. Presently, it is not unusual to see several people on the trails at one time.

Motorized vehicles are prohibited on this easement. Pedestrian and bicycle use is encouraged on the trail system.

Recent Property History

Gunnison County purchased the property to provide a buffer zone between development at the perimeter of the City of Gunnison and Bureau of Land Management property. Funds for this project were garnered from Great Outdoors Colorado, the Gunnison County Land Preservation Board, the City of Gunnison, the Western State College Student Government, local businesses, and citizens. Since 1922, the Dennis family had owned the 37.4-acre property and planned to sell it in 1998. In all likelihood, had they sold before Gunnison County became involved, the property would have been developed. Access to and through this piece of property would be prohibited.

In addition, 5.6 acres was purchased from John Wilson/Adams Ranch to ensure that access to the Colorado Trail Spur/Ridgeline Trail was secure. The letter composed by the Gunnison Trails Commission (Appendix A) relates the reasons for purchase of the property and the funding made available for that purchase.

Physical Description

The property includes a hill slope and ridge top covered with several sagebrush communities. The property slopes to the west and contains two major drainages, which do not carry water permanently. The geologic map of this area shows the entire property consisting of West Elk Breccia. This substrate has contributed to the development of soils classified as the Duffson-Spring Creek loams. The Spring Creek series of soils, which comprise all the soils within the property, are stony loams with western or southern exposures on slopes. The runoff is medium to rapid depending on the slope and the erosion potential is moderate to high, again depending upon the slope. The average soil temperature is 42°F.

Erosional forces on the property are apparent only along portions of the trails and in the drainages where Wyoming big sagebrush is present. Here, the soil surface is lacking the rock mulch that tends to cover spaces between plants on the rest of the property.

Temperatures can reach -40 °F in the winter and more than 90° F in the summer. Over the period of record, 1961-1990, the average annual precipitation was 10.2 inches, and the average annual temperature was 36.1° F. Estimated annual average maximum and minimum temperatures are 86° F and -30° F (Nolan Doeskan, Colorado Climate Center, personal comm., 1995). The majority of precipitation comes in the form of snow, and the greatest amount of rain falls during the summer monsoon from late July through August.

Biological Description

A fairly dry site, the Ridgeline Trail property supports mostly black sagebrush and needle grasses. Areas within the drainages support Wyoming big sagebrush and bluegrass. The Dennis portion of the property has not been grazed for a long time; however, the John Wilson section may have been grazed in the recent past. A plant species of interest, which has been considered for listing as threatened or endangered is the Gunnison milkvetch (*Astragalus anisus*). It is ranked globally as a G2/G3 meaning it is found locally in a restricted range. Federally, it is listed as C2 meaning substantial and appropriate evidence to list this species is lacking. This species is abundant along the Par Course trail and is found on this property. It is endemic to Gunnison and Saguache counties and inhabits dry gravelly flats and hillsides, in sandy clay soils overlying granitic bedrock. The Bureau of Land Management considers this species "sensitive", which indicates that the species could easily become endangered or extinct in Colorado. This classification provides the same level of protection afforded species with the federal status of C1 or C2.

Wildlife that may frequent the property include white-tailed jackrabbits, cottontails, deer, fox, and rodents including deer mice, and voles. Birds in the area may include brewer's sparrows, vesper sparrows, black-billed magpies, red-tailed hawks, sparrow hawks to name a few.

The two plant community types on the property are the black sagebrush/pine woods needlegrass and Wyoming big sagebrush/sparse grasses. Drainages on the property support the latter community type. A list of plant species found on the property is included in Appendix B.

Physical Features

Access and use of trails and maintenance of open space are the primary purposes for purchasing this property. Two major trails bisect the property at the ridgeline and at the mid-section. These trails include the Ridgeline/Colorado Trail Spur and the O'Fallon Ditchline Trail. The Ridgeline Trail/ Colorado Trail Spur is a two-track trail used by mountain bikers, runners, hikers, and walkers. This trail connects Gunnison, Colorado to the main Colorado Trail approximately 65 miles to the north. The O'Fallon Ditchline Trail follows the O'Fallon Ditch, which at this time does not carry water (Figure 2).

The southern boundary is not fenced but instead is identified by one power line and a telephone line. A service road exists under these lines (Figure 3). The most eastern boundary follows a fence line, which proceeds northeast to a corner separating this property from the John Wilson/Adams Ranch property (photograph 4 and 5). This fence line is established and can keep cattle from entering the property. The northern boundary that abuts Bureau of Land Management property is fenced and in good repair. This fence separates the Ridgeline property from the Bureau of Land Management property (Figure 6). The next boundary line goes south for approximately 150 feet (Figure 7). No fence line exists here, and the original survey stake is the only marker that identifies the location of this property line. The next property line, which is the next northern boundary line, abuts a private 40-acre parcel to the north. This next northern boundary line has no fence line to distinguish from the property to the north. This boundary line heads down a drainage and bisects the O'Fallon Ditchline Trail (Figure 8). The western boundary separates this property from private parcels with a fence that is in poor repair and down in various sections (Figure 9). Figure 10 and Figure 11 are pictures of the Colorado Trail Spur/Ridgeline Trail and the O'Fallon Ditchline Trail, respectively.

In summary two roads following the power line easements, two trails, two power lines, and one phone line traverse the property. The property appears to have a conglomeration of power poles, roads, trails, and fences in various states of repair. Its overriding appeal, however, is its trail system, which connects Gunnison via dirt ways to the Colorado Trail and to the Western State College's Par Course.

Past and Present Use

Based on a discussion with Nancy Ruehle, whose property abuts the Ridgeline Trail property, trail use has increased more than ten-fold since the 1970s. In the late 70s and early 80s approximately 15 to 20 people per week used the trails. Now 200 to 300 people per week use the trails on the property. The type of use has changed from mostly walking to mountain biking and running. Nowadays people ski and snowshoe on the property in the winter.

Motorized use of the trails on the Ridgeline property is not allowed presently. Permanent signage has not been placed on the property yet. Access by vehicle is allowed for servicing the power lines on the property.

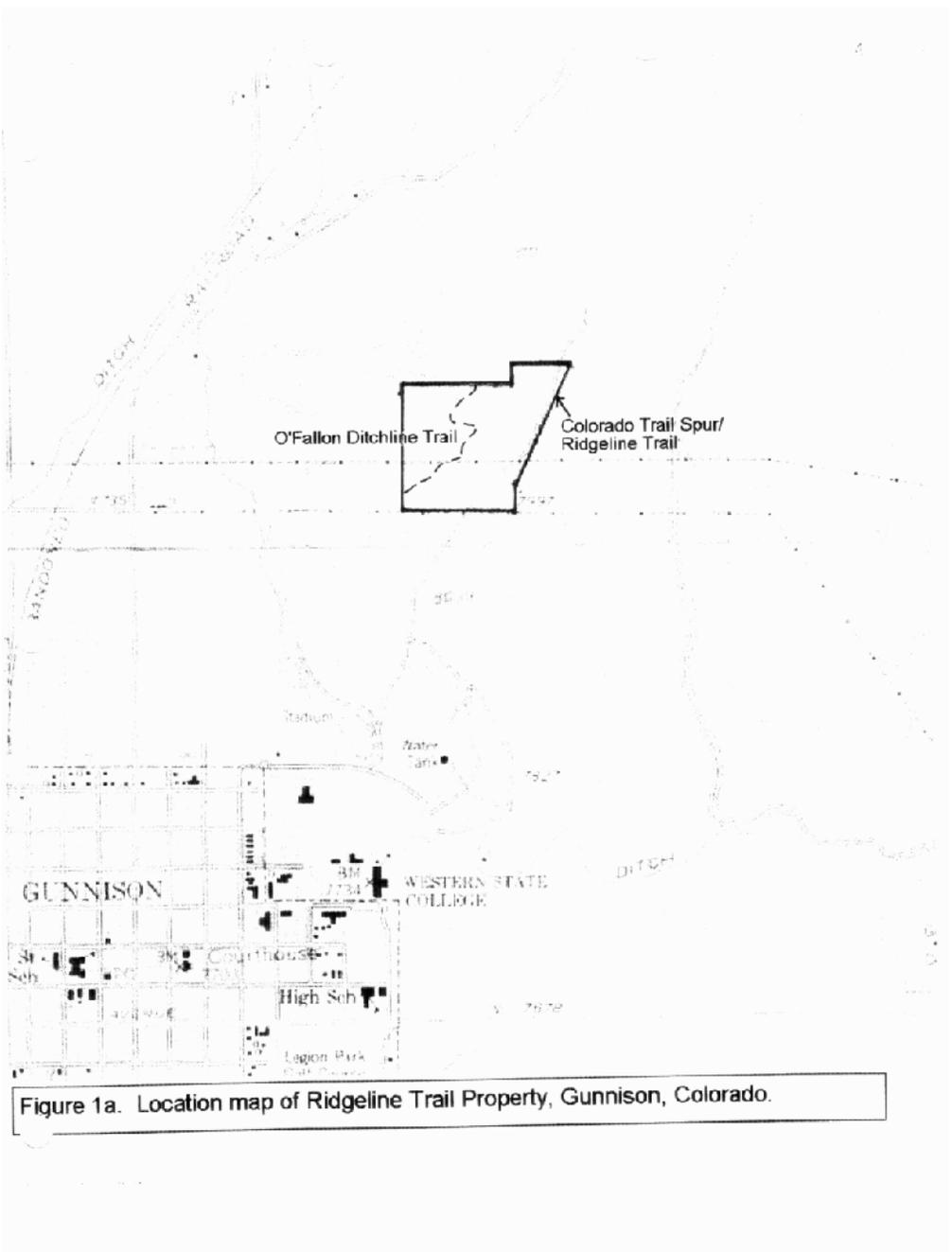


Figure 1a. Location map of Ridgeline Trail Property, Gunnison, Colorado.

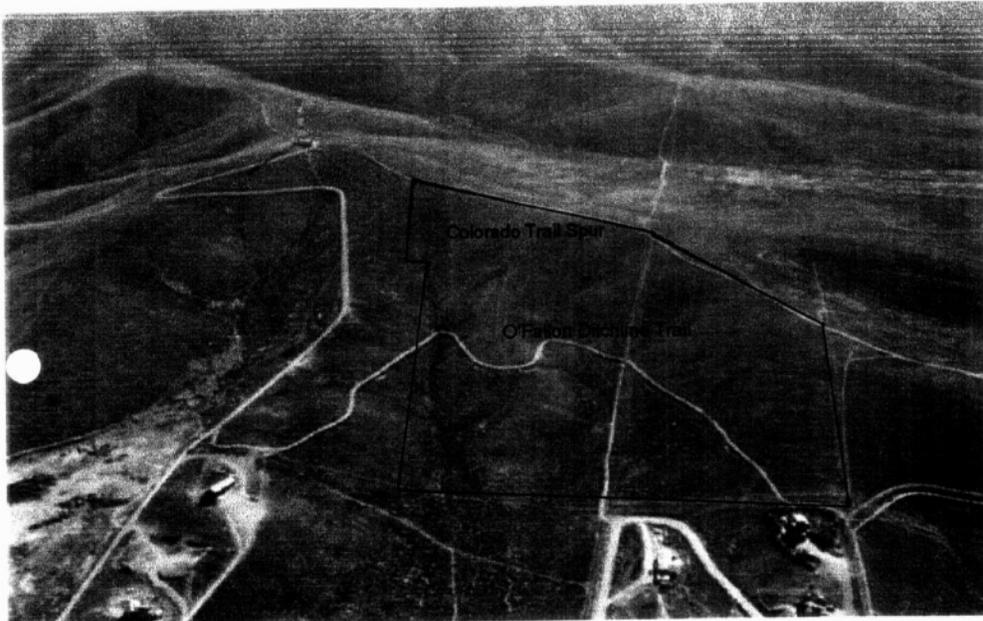


Figure 2. Approximate location of Ridgeline Trail Property, Gunnison, Colorado.

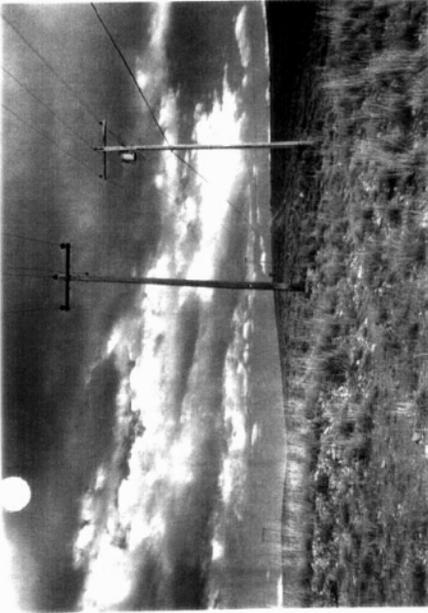


Figure 3. Southern boundary looking east.



Figure 4. Eastern fence line looking north.



Figure 5. Eastern fence line looking north. This portion Shows the Colorado Trail Spurr/Ridgeline Trail.



Figure 6. Looking east along northern fence line.



Figure 7. Looking south from northern boundary.



Figure 8. Looking west from the Dennis parcel NE corner.



Figure 9. Western fence boundary looking south



Figure 10. View of Colorado Trail Spur/Ridgeline Trail



Figure 11. View of O'Fallon Ditchline Trail

October 21, 1998

Ms. Lisa Aangeenberg
Great Outdoors Colorado
303 East 17th Avenue, Suite 900
Denver, Colorado 80203

Dear Lisa:

The purpose of this letter is to present to Great Outdoors Colorado our request for action through your Emergency Opportunity Grant in the amount of \$36,000. At the Colorado Trails Symposium October 8-12, I gave you a brief outline of our project and was encouraged by your interest and support.

First, a word about our organization. The Gunnison County Trails Commission is a volunteer arm of Gunnison County Government. Our mission is to work toward the preservation, protection and continued development of trails within the County, and to serve as a liaison between trail users and the landowners or public representatives of the property upon which the trails lie.

Our proposed project provides a buffer zone between existing and future development on the City of Gunnison's outskirts and the Western State College campus, and extensive Bureau of Land Management lands. It would also serve as a greenway, linking these two diverse locales.

This project involves the purchase of approximately 43.4 acres of private land, which is the key linkage from Western State College and the City of Gunnison, to over 13,000 BLM acres. This private sagebrush hill slopes up to a ridgeline, home of a spur of the Colorado Trail, with an official trailhead positioned below on the WSC campus. The spur runs approximately 50 miles northeast from this trailhead to the Continental Divide above Taylor Park, in Gunnison County.

For over 40 years this private land has been used by Gunnison Valley residents, WSC and Gunnison youth athletic teams, and visitors. This open space invites walkers, runners, bikers, equestrian users, cross country skiers, snowshoers and wildlife watchers year-round. Deer, fox and coyotes coexist peacefully with these recreational users.

The Ridgeline Trail/Colorado Trail Spur and O'Fallon Ditchline Trail (which connects with the WSC Par Course) bisect the 43.4 acres at top and mid-line. Users may loop through the property or travel through to the BLM lands, enjoying encompassing views of the Gunnison Valley and surrounding mountains on all sides. One of the main values of this property is its easy access from town. In fact, it is the only dirt access to public lands from Gunnison's city limits, and allows a quiet escape from town within a 15 minutes' walk. Much of the Gunnison Valley floor is private land and the few accesses to public lands are currently threatened.

In August 1998, the Trails Commission learned that the landowner, the Dennis Family, who has owned an 80-acre parcel since 1922 and had sold a 40-acre portion of it last year, desired to liquidate the remaining 37.4 acres in order to settle the parents' estate. (The 2.6 acre discrepancy represents land sold many years ago to the City of Gunnison for its landfill.) We contacted Mr. Alan Dennis with our interest in seeking a public purchase, and he agreed to allow us two months, until the first of October, to seek support and funding. The Trails Commission then worked quickly to determine support and gather pledges from the Gunnison Valley.

The land was surveyed, and at that time it was learned that the Colorado Trail Spur crosses an additional six acres of adjacent ranch land on the ridgeline. The rancher agreed to sell the six acres at the same per-acre price as the Dennis parcel. The property is slated for an appraisal, but local appraisers cannot schedule us until November. However, a market value comparison exists with the adjoining 40-acre parcel to the north, mentioned above, which the Dennis Family sold in November of 1997 for \$80,000. That acreage is similar in all respects except that its western boundary borders a closed City landfill that now stores tree refuse. Due to the market value of that adjacent 40 acres, we feel that the \$80,000 asking price for the 37.4 acres is reasonable. With the addition of the six-acre parcel at \$12,800, the total purchase price is \$92,800. However, due to the irreplaceable nature of this land and the many benefits it provides, we feel it is priceless.

In addition, the water rights associated with the property will be retained by longtime owners, the O'Fallon Ditch Association, and are currently in Water Court in the process of being transferred to the City ditch system.

The question has been raised as to the need to purchase this open space, rather than to pursue a "historical use" prescriptive easement for the trails. The answer is two-fold: first, the Dennis Family has allowed unrestricted use of their property, unblocked by fences, gates, or signage, for 76 years, and we felt they should not be penalized for being good neighbors, thus also creating a negative atmosphere throughout the County or jeopardizing other current permissive easements. Second, it is critical to protect this open space as a buffer to resident wildlife, for continued recreational use and to maintain a ridgeline free from development, since much pressure in this regard is already being felt on the outskirts of Gunnison.

The level of support has exceeded even our highest expectations, and includes local governmental entities such as the Gunnison County Land Preservation Board (\$50,000), the City of Gunnison (\$2,000), and Western State College Student Government (\$500). Local business owners have pledged \$1,600, and County residents and friends, \$2,700, for a total of \$56,800. Gunnison County will provide closing costs, estimated at \$2,500, and has provided staff and secretarial support exceeding 130 hours. Local newspapers have also provided free advertising space and have given front page coverage to this effort. Aerial photographs were taken and donated by local supporters to provide informational photo boards used in our various presentations. The Colorado Trail Foundation, BLM, Western State College, Gunnison Valley Bicycle Club, Gunnison Running Club, Gunnison Valley Nordic Team, numerous coaches at college and high school levels and over 250 individuals support our efforts by attending meetings, writing letters, telephoning, and helping to spread the word.

This project has become the focus of open space awareness in our community. This sagebrush hill, thought to be in the public domain all these years, is now threatened with closure. Diverse parts of our community have rallied together in support of this project, and are all becoming more aware of uncounted blessings.

Obviously, our goal has not yet been reached, which is why we now are turning to Great Outdoors Colorado for help through your Emergency Opportunity Grant. The Dennis Family is most anxious to sell this property, and we are now beyond the deadline we were granted. They are willing to wait for your review and decision on this matter, before listing the property on the open market. With \$56,800 committed, we have garnered 61% of the total funds needed. We request that you join with us in securing this valuable asset for the present and future enjoyment of Gunnison County residents and visitors, by funding the remaining balance of \$36,000.00. We greatly appreciate your consideration of this request, and if you have any questions or would like further information, please feel free to contact me at 970-641-6642, or Nancy Ruehle, Trails Commission Treasurer, at 970-641-3391. A map, photo sheet and budget summary for further clarification are enclosed.

Sincerely,

Joellen Fonken
Chairperson

Enclosures

Appendix B.

<u>Scientific Name</u>	<u>Common Name</u>
Achnathera hymenoides	Indian ricegrass
Agropyron cristatum	Crested wheatgrass
Antennaria rosea	rose pussytoes
Aphyllon fasciculatum	clustered broomrape
Artemisia frigida	fringed sagebrush
Artemisia nova	black sagebrush
Artemisia tridentata ssp. wyomingensis	Wyoming big sagebrush
Astragalus anisus	Gunnison milkvetch
Boechera sp.	false arabis
Bromopsis inermis	smooth brome
Carex sp.	sedge
Chondrosom gracile	blue grama grass
Chrysothamnus depressus	dwarf rabbitbrush
Chrysothamnus nauseosus	rubber rabbitbrush
Chrysothamnus viscidiflorus	Douglas rabbitbrush
Elymus elymoides	bottlebrush squirreltail
Gastrolychnis drummondii	Drummond campion
Hesperostipa comata	needle and thread grass
Hymenopappus filifolius	white ragweed
Krascheninnikovia lanata	winterfat
Lupinus caespitosus	stemless lupine
Opuntia polycantha	plains prickly-pear
Oreocarya flavoculata	cryptantha
Penstemon strictus	Rocky Mountain penstemon
Penstemon teucroides	penstemon
Phlox hoodii	Hood's phlox
Poa fendleriana	muttongrass
Sphaeralcea coccinea	scarlet globe mallow
Stipa pinetorum	pine woods needlegrass
Symphiocarpus rotundifolius	snowberry
Tetradymia canescens	gray horsebrush
Yucca harrimaniae	fineleaf yucca

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison Valley Land Preservation Fund, Grant Agre

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Aspen Valley Land Trust

Term Begins: March 5, 2024

Term Ends:

Grant Contract #:

Summary:

Funding support for 80-acre addition to Aspen Valley Land Trust's Marble Basecamp youth educational campus.

Fiscal Impact: 100000

Submitted by: Mike Pelletier

Submitter's Email Address: mpelletier@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 2/22/2024

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 2/26/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/28/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 3/5/2024

To: Board of County Commissioners
From: Mike Pelletier, GIS Manager
Date: March 5, 2024
RE: AVLT - Conservation easement grant agreement

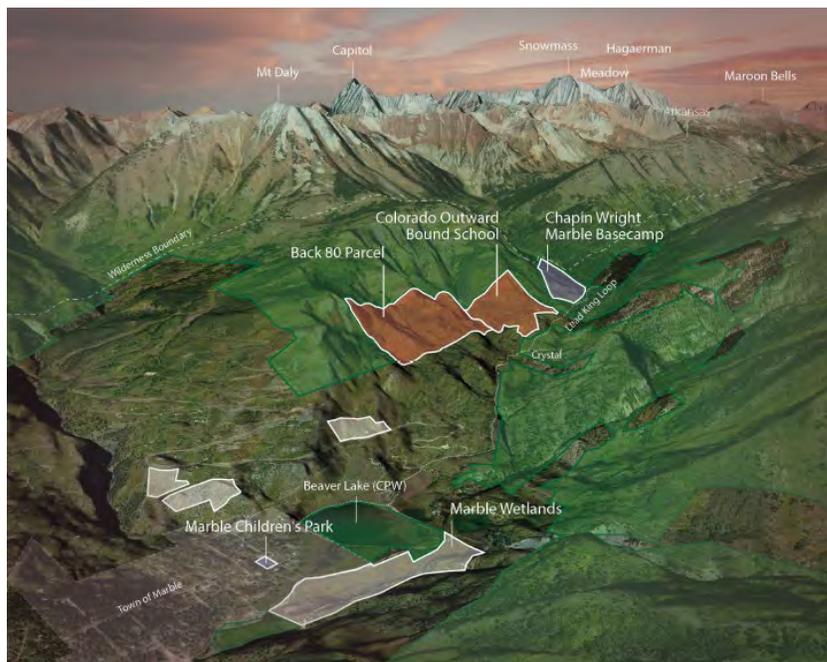


The applicant is seeking BoCC approval for a conservation easement grant agreement for \$100,000. The project is located just east of Marble and contains 80 acres of the former Outward Bound property. This property adds to Aspen Valley Land Trust's (AVLT) Marble Basecamp youth outdoor education program. Staff recommends approval.

The Gunnison Valley Land Preservation Board approved funding for this project at their February 12, 2024 meeting. The project has not changed materially from what was presented to the Land Preservation Board. Please find included in your packet the grant agreement and a PDF containing a nice write up on the project created by AVLT.

Marble Basecamp Expansion Summary

Aspen Valley Land Trust (AVLT) is acquiring 80 additional acres of the former Outward Bound property. This land will be used in conjunction with another 43 acres of former Outward Bound property and the Chapin Wright Marble Basecamp property as an outdoor education campus. This will also protect the lands ecological values and the historic legacy of the Colorado Outward Bound School, while opening the land to even more students to access the great outdoors. AVLT's Chapin Wright Marble Basecamp was acquired in 2016 with Gunnison County funding support. The addition of the Outward Bound parcels will safeguard the area's wildlife habitat, existing programs, and creating a more accessible entry level camping option to the youth of the region. Additionally, protecting all of these 170 total acres together will allow for consistent management that supports the conservation values including the wildlife habitat, water resources, and educational programs.



Gunnison Valley Land Preservation Fund
GRANT AGREEMENT

Project Name: AVLT's Marble Basecamp

PARTIES TO AGREEMENT

Gunnison County

221 N. Wisconsin St, Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: 970 641-7645

Grantee: Aspen Valley Land Trust (AVLT)

Address: 320 Main St. Suite 204, Carbondale, CO 81623

Contact name: Erin Quinn

Date: _____

Exhibits:

Exhibit A - Deed of Conservation Easement

Exhibit B - Project Summary

Exhibit C – Budget

THIS GRANT AGREEMENT (“Grant Agreement”) is entered into this _____, 2021, by and between the Board of County Commissioners of Gunnison County, Colorado (“Board”), 200 E Virginia, Gunnison, Colorado 81230, and Aspen Valley Land Trust, (“AVLT”), (jointly the “Parties”), and witnesses:

RECITALS

A. A portion of the revenue from the current County-wide sales tax in Gunnison County is deposited in the Gunnison Valley Land Preservation Fund (“Fund”) of the Board which is an account of the Capital Improvement Fund of the Board. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County, including matching public and private grants or to acquire interests or easements in land and water rights. The Fund was originally established, by public vote, in 1997 and was reauthorized by public vote in 2012. The amount of monies for the Fund varies annually.

B. Gunnison County has created a process for review of requests for funding of projects from the Fund. The process begins with submission of a written proposal by a proponent to the Gunnison Valley Land Preservation Board (“GVLPB”), which consists of two members appointed by each Gunnison County, City of Gunnison, Town of Crested Butte, and Town of Mount Crested Butte for a total of eight voting members. The GVLPB approves, disapproves or approves with conditions, the proposal. Provision of monies from the Fund requires a formal Grant Agreement to be executed by the Board and the project proponent.

C. The AVLT (“Grantee”) has applied to the GVLPB for funding of a project known as AVLT’s Marble Basecamp (“Project”) more particularly described in the Project Application as submitted to and on file with Grantee, Exhibit B (“Project Summary”) and Exhibit C (“Budget”) all attached hereto and incorporated herein. The GVLPB has reviewed and approved the Project.

D. This Grant Agreement is intended to identify and memorialize the relationship between the Parties, the various obligations of the Parties regarding the Project, and required components of any relevant deed or conservation easement.

SECTION 1-PROJECT SCOPE

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

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Grant Agreement.

2. Grant and Project. The Board hereby awards to Grantee a grant in the amount not to exceed \$ \$100,000.00 (the "Grant"), subject to the terms and conditions set forth in this Grant Agreement and subject to the following specific condition(s) for this Project:

The final amount of funding for this Project that will be available to Grantee at closing or reimbursement will be dependent upon the overall Project being completed with no material changes. The Grant will not be increased, but the Board may reduce the Grant if the Project changes in any way that the Board deems material. For example, a reduction in acreage, purchase price, or fair market value may cause a reduction in the Grant, unless the Board approves adding or substituting elements to the overall Project. Similarly, the Board will release grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to the Board's determination of how the proportionate acreage, cost and value relates to the overall Project and Grant. The Grantee must meet the Board's reporting requirements before any funds are released. The Project must also comply with all of the Board's policies and practices and must meet any special conditions as listed in the attached Project Summary – Exhibit C.

3. Exclusive Use of Grant. The Grant shall be used by Grantee solely to complete the Project only as approved by the GVLPB and this Grant Agreement.

4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLPB and the Board, may result in a reduction of the Board's funding award or requirement of a refund to the Board from Grantee, pursuant to Paragraph 10 of this Grant Agreement. In addition, any material change to the Project that is not approved in advance and in writing by the Board and GVLPB may result in termination of the Grant.

5. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated direct costs associated with the Project, a copy of which is attached hereto as Exhibit C and incorporated herein by reference ("Budget"). Eligible costs are described in Paragraph 8 of this Grant Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by the Board, GVLPB or the Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as the Board approves the final version.

6. Waiver. Prior to the disbursement of funds, the Board may waive certain conditions set forth in this Grant Agreement. Anything else to the contrary notwithstanding, no exercise by the Board or GVLPB of any right or discretion reserved by the Board hereunder shall be deemed an election, and no waiver by the Board of any action or requirement of Grantee, including any waiver of the foregoing conditions, shall constitute a waiver of any other requirements, actions or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Board shall be effective unless in advance and in writing executed by the Board. Additionally, any failure by the Board to take any actions as set forth above shall have no legal effect on the contractual duties of the Grantee under this Grant Agreement. Further, no waiver with respect to this Project, Grant, or Grant Agreement shall constitute a waiver in any other Board-funded project.

7. Future Funding. This Grant Agreement and the provision of funds contemplated hereunder only apply to the Project as approved herein. The Board makes no representations regarding future funding for future phases of the Project or any other properties.

SECTION 2- GRANT PAYMENT

8. Eligible Costs. The following costs are eligible for reimbursement under the terms and conditions of this Grant Agreement:

- A. *Interest in Land.* For any interest in real property described in the Project Application and Project Summary ("Property"), the purchase price may not exceed the fair market value as established by appraisal.
- B. *Direct Costs.* Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan and baseline documentation; a survey, if needed; a geologist's mineral assessment, if needed; maps.

C. *Stewardship Costs.* Costs directly associated with stewardship of the Project, and only as expressly identified in the Budget.

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

10. Withdrawal of Board Funding; Termination of Grant Agreement. Anything in this Grant Agreement to the contrary notwithstanding, with prior notice to Grantee, the Board reserves the right to withhold or withdraw all or a portion of the Grant, to require a refund of the Grant, and/or terminate this Grant Agreement if the Board determines in its sole discretion that any of the following conditions exist, but before making such determination, the Board shall notify the GVLBP:

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

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by the GVLBP and reflected in the Project Summary, and all such material changes have not otherwise received prior written approval of the Board;

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

D. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding is not fulfilled by Grantee or is unsatisfactory to the GVLBP or Board, in their respective discretion; or

E. *Termination of Use Restriction, Disposal of Property.* Any use restriction (e.g. conservation easement) is terminated or materially altered or if other interests purchased with the Grant are disposed of; in which event Grantee shall make a full refund to the Board of all funds received to date.

SECTION 3- CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete acquisition of the Property no later than eighteen months after the date of the Board's approval of the Project (the "Completion Date"). Grantee may request an extension of the Completion Date, which the Board may grant or deny in its sole discretion. In addition to other rights set forth in this Grant Agreement, the Board may elect to terminate this Grant Agreement and deauthorize the Project in the event this Completion Date is not met and/or Grantee fails to comply with any extension.

12. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Grant Agreement and the disbursement of funds by the Board is undertaken at Grantee's sole risk and may cause a forfeiture of the Grant. Anything else in this Grant Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Grant Agreement to the Board's satisfaction in its sole discretion, including, but not limited to, the following:

- A. *Matching Funds.* Matching funds in the minimum amount set forth in the Project Application and Project Summary must have been received by Grantee, or the status of efforts to secure matching funding were disclosed to the Board and have been deemed satisfactory by the Board.
- B. *Due Diligence.* The GVLPB shall conduct a due diligence review of the Project, which the Board shall rely upon in its consideration of the Project, and the results of which must be satisfactory to the Board in its sole discretion. Grantee shall assist and cooperate with GVLPB in conducting such due diligence review, and in connection therewith shall provide GVLPB with the information or documentation specified in the Project Application, as well as such other documentation and/or information as GVLPB or the Board shall reasonably request. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date such information is originally provided to GVLPB or the Board. The Board may in its sole discretion terminate this Grant Agreement and deauthorize the Grant if Grantee fails to provide any information or documentation promptly when requested by GVLPB or the Board.
- C. *Other Property Interests.* Grantee may not use the Grant or other Project funds to acquire any rights other than the Use Restriction, as defined below, on the Property, including but not limited to, fee title, water rights, or any other partial real estate interest (collectively, "Other Interests").
- D. *Gunnison County Use Restriction.* Property acquired with the Board funds, whether through the acquisition of fee title, conservation easement, or any other technique, shall be held and managed in a

manner designed to protect the Property's natural resources, open space and other conservation values, to prevent any development that would adversely affect such resources and values, and where necessary and appropriate, to ensure appropriate public access ("Use Restriction"). Such Use Restriction shall be implemented by inclusion of specific language in a conservation easement or other document approved in writing by the Gunnison County Attorney and recorded in the Office of the Gunnison County Clerk and Recorder ("Conservation Easement"). Each Conservation Easement shall be acceptable to the Board in form and content, and shall identify Grantee or a third party acceptable to the Board as the Holder. In accordance with this requirement, Grantee hereby covenants and agrees as follows:

- (1) *Conservation Easement Form.* Grantee shall incorporate the terms and conditions that are contained in the Board's approval, in substantially the same language as in Exhibit A ("Required Language for the Deed of Conservation Easement") attached hereto and incorporated herein and approved by the County Attorney, into Grantee's Conservation Easement. Grantee acknowledges that the Grantee must obtain Gunnison County Attorney approval of the proposed Conservation Easement well in advance of closing.
- (2) *Subordination to Use Restriction.* All liens, encumbrances or other use restrictions and interests of record that, in the Board's opinion, are inconsistent with the Conservation Easement, must be discharged, released or subordinated to the Conservation Easement.

SECTION 4-OTHER PROVISIONS

13. Publicity and Project Information. The Board has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge the Board funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, the Board shall be acknowledged as a contributor in the invitation for the event.

14. Liability.

A. *Indemnity.* To the extent allowed by law, Grantee shall indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Grant Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from Gunnison County, the Board,

its members, officers, agents or employees for any liability resulting from, growing out of; or in any way connected with or incident to this Grant Agreement.

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

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

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

15. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Property subject to the Use Restriction. The accounts, documents, and records related to acquisition of the Property shall be retained

by Grantee for five (5) years following the date of disbursement by the Board of the funds under this Grant Agreement, and shall be subject to examination and audit by the Board or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

16. Post-Completion Requirements.

A. *Stewardship.* Grantee shall comply with the Board's stewardship requirements as identified in Exhibit A and the Board's approval of the Grant.

B. *Change of Use.* If Grantee, in its reasonable discretion, determines a need for a request of a change in use of the Property or Other Interests wholly or partially acquired with the Grant, Grantee shall notify the GVLBP, in writing, of its determination for a request of a change of use review. The GVLBP will review the change of use request. Within sixty (60) days after submitting the change of use request, Grantee shall submit to the GVLBP any additional documentation requested by the GVLBP as a result of its receipt of the change of use request. The GVLBP will review the change of use request to determine whether or not the need for a change in use is compelling and consistent with the conservation purpose of the easement. The GVLBP in its sole discretion will determine whether to grant, deny, or condition the GVLBP's approval. Further, no change of use shall be made without the GVLBP's prior written approval.

C. *No Termination of Conservation Easement Without Prior Board Written Approval.* Notwithstanding any provision of law to the contrary, it is the explicit agreement of the Parties that there shall be no termination of the Conservation Easement funded partially or wholly by this Grant Agreement without the prior written approval of the Board which the Board may grant only if the Board finds in its reasonable discretion that conditions on or surrounding the subject property have changed so much that it has become impossible to fulfill the easement's conservation purpose.

D. *Standing To Enforce.* Notwithstanding any provision in C.R.S. 38-30.5-101. et. seq., as it may be amended, to the contrary, the Board shall have standing to initiate and participate in court proceedings to enforce the Grant Agreement and any Use Restriction, enacted via a Conservation Easement or other Board approved method, funded wholly or in part by funds granted by the Grant Agreement.

E. *Conservation Easement Document Shall Incorporate Post-Completion Requirements.* Each Conservation Easement and document of title funded wholly or partially by the Grant Agreement shall incorporate in writing the requirements of this Section 16.

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

- A. *Prior to Payment of Grant*. The Board reserves the right to withdraw funding and/or terminate this Grant Agreement.
- B. *After Payment of Grant*. The Board reserves the right to seek equitable relief and all other remedies as available to it under applicable law, including but not limited to, return of all or a portion of the Grant as provided herein. Further, the Board reserves the right to deem Grantee ineligible for participation in future Board grants, loans or projects.
- C. In addition to the remedies set forth above, the Board shall be entitled to pursue any other remedy available at law or in equity.

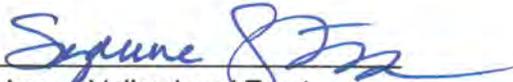
18. Miscellaneous Provisions.

- A. *Good Faith*. Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.
- B. *Assignment*. Grantee may not assign its rights or delegate its obligations under this Grant Agreement without the express written consent of the Board. Consent to assign this Grant Agreement may be withheld in the sole discretion of the Board.
- C. *Applicable Law*. Colorado law applies to the interpretation and enforcement of this Grant Agreement.
- D. *Status of Grantee*. The parties acknowledge that the Board lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee or agent of the Board. The parties to this Grant Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.
- E. *Time is of the Essence*. Time is of the essence in this Grant Agreement.

- F. *Survival.* The terms and provisions of this Grant Agreement and Grantee's obligations hereunder shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the real property interest by Grantee.
- G. *Fax and Counterparts.* This Grant Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Grant Agreement transmitted by facsimile as if they were original signatures.
- H. *Third Party Beneficiary.* The Board and Grantee hereby acknowledge and agree that this Grant Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended. Notwithstanding the preceding statement, the Board and Grantee hereby acknowledge that the Board is intended to be and is a third party beneficiary of the Conservation Easement and Grantee's real property interest therein.
- I. *Notice.* Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Grant Agreement.
- J. *Construction; Severability.* Each party hereto has reviewed and revised (or requested revisions of) this Grant Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Grant Agreement. If any provision in this Grant Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Grant Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Grant Agreement is declared void or unenforceable, such provision shall be deemed severed from this Grant Agreement, and the balance of this Grant Agreement shall otherwise remain in full force and effect. At any time when this Grant Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Grant Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.
- K. *Entire Agreement.* Except as expressly provided herein, this Grant Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Grant Agreement shall be binding upon the parties. No changes in this Grant Agreement shall be valid unless made in writing and signed by the parties to this Grant Agreement.

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

GRANTEE



Aspen Valley Land Trust
Suzanne Stephens, Executive Director

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO**

Jonathan Houck, Chairperson

Elizabeth Smith, Commissioner

Laura Puckett Daniels, Commissioner

Deputy County Clerk

Exhibit A - Deed of Conservation Easement

Recording requested by and return to:
PITKIN COUNTY OPEN SPACE & TRAILS
530 East Main Street, Suite 300
Aspen, CO 81611

**DEED OF CONSERVATION EASEMENT FOR
AVLT BACK 80 BASECAMP PROPERTY**

THIS DEED OF CONSERVATION EASEMENT (the "Deed") is made and entered into this ___ day of _____, 2024 between the **AVLT Special Projects, LLC**, a Colorado limited liability company, having offices at 320 Main Street, Suite 204, Carbondale, Colorado 81623 (the "**Grantor**"), the **Board of County Commissioners of Pitkin County** ("**Pitkin County**"), Colorado, a body corporate and politic, having its address at 530 East Main Street, Suite 301, Aspen, Colorado 81611 (the "**Grantee**"), and Board of County Commissioners of Gunnison County ("**Gunnison County**"), whose address is 200 E. Virginia Ave., Gunnison, CO 81230. The Grantor and the Grantee are collectively referred to herein as the "**Parties**", Gunnison County is referred to as funder and consenter.

The following exhibits are attached hereto:

- Exhibit A: Legal Description of the Property
- Exhibit B-1: Map of Property Location
- Exhibit B-2: Map of the Property
- Exhibit C: Baseline Report Attestation

RECITALS:

A. Grantor is the record owner of that certain real property in Gunnison County, Colorado, consisting of approximately 80 acres, which is more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference, and which is referred to herein as the "**Property**";

B. The Property possesses open space and relatively natural wildlife values (collectively referred to as the "Conservation Values") of importance to Grantor, the Grantee, the people of Pitkin and Gunnison Counties, and the people of the State of Colorado that are worthy of preservation;

C. The Conservation Values of the Property are more particularly described in the Baseline Documentation, described in Section 2 herein, and include the following conservation purposes, the protection of which are recognized for qualified conservation contributions under Section 170(h)(4)(A) of the Internal Revenue Code of 1986, as amended ("IRC"), and under Section 1.170A-14(d) of the Treasury regulations:

- **Relatively Natural Habitat [§1.170A-14(d)(3)]:**
The following Conservation Purpose, in accordance with Treasury Regulations §1.170A-14(d)(3) is furthered by this Deed: "To protect significant relatively natural habitat in which a fish, wildlife, or plant community, or similar ecosystem normally lives." This Conservation Purpose includes at least the following "**Relatively Natural Habitat**" Conservation Values:

Exhibit A - Deed of Conservation Easement

- The Property features significant relatively natural habitat, consistent with Treasury Regulation §§1.170A-14(d)(3). The habitat on the Property includes substantial acreage of intact quaking aspen forest as well as riparian woodland, in an area recognized by the Colorado Natural Heritage Program as the Crystal River Potential Conservation Area. This habitat provides forage, cover, breeding grounds, production areas, migration corridors, severe winter range, winter concentration areas, and winter range for diverse wildlife, including a variety of migratory songbirds and raptors, waterfowl and wading birds, and big game species such as elk, mule deer, black bears, moose, and mountain lions. The property also provides habitat for Colorado species of concern such as northern goshawks, olive-sided flycatcher, and flammulated owls. The property's habitat value is enhanced on a landscape scale by its adjacency and proximity to large tracts of public lands that sustain wildlife habitat for numerous species.
- The Property is within an area designated by the Colorado Natural Heritage Program as the Lost Trail Creek Potential Conservation Area by reason of its rare native habitat and important range for both big game and nongame species. The Property features montane riparian forest and high-quality montane willow cars. A healthy community of aspens thrives on the Property. In addition, the Property is one of only 37 known locations worldwide where the rare Grand Mesa penstemon occurs. This native vegetation provides significant habitat for a variety of animals, including elk, which use the Property for critical winter range as well as summer and overall range, moose and mule deer which use the Property as summer and overall range and mountain lion, black bear and garter snake which use the Property as overall range. The area has been identified as potential lynx habitat, and in 2005 a lynx sighting was confirmed by Colorado Parks and Wildlife on the nearby Darien Ranch.
- As described herein, the Property is adjacent to public lands that have been protected to preserve wildlife habitat, open space, and scenic vistas. The protection of the Property will allow for this area to continue in a relatively natural and uninterrupted condition.
- Preservation of the Property also complements the policy of "Colorado's Comprehensive Wildlife Conservation Strategy" ("CWCS"). This strategy was developed in 2006, based on the collective judgment of many Colorado scientists, who accounted for the interest of citizens concerned about Colorado wildlife conservation. The CWCS identifies the conservation of wildlife habitat as important to the state. The Property supports several of CWCS's strategic directives to: conserve wildlife habitat, maintain habitat and landscape connectivity, and provide public education opportunities to benefit wildlife.
- The Relatively Natural Habitat Conservation Values are further detailed in the Baseline Report described herein.

Exhibit A - Deed of Conservation Easement

- **Open Space [§1.170A-14(d)(4)]:** The following Conservation Purpose, in accordance with Treasury Regulations §1.170A-14(d)(4) is furthered by this Deed: “To preserve open space (including farmland and forest land ... if such preservation is (A) Pursuant to a clearly delineated federal, state or local governmental policy and will yield a significant public benefit, or (B) For the scenic enjoyment of the general public and will yield a significant public benefit. This Conservation Purpose includes at least the following “**Open Space**” Conservation Values:

Scenic Enjoyment - The Property is visible from the surrounding high country and public land and partially visible from Forest Service Road No. 315, which has been used by the public for decades and will continue to be an entryway to the Maroon Bells-Snowmass Wilderness.

Significant Public Benefit - Preservation of the Property will provide an important open space, scenic vista and will buffer this area from surrounding growth. The Property, which is an inholding in the White River National Forest, sits at approximately 9,000 feet above sea level and is located within an area between the Maroon Bells-Snowmass Wilderness and the Raggeds Wilderness known as the High Elk Corridor. Made up of aspen forests, floral understories, clear streams and having views of the surrounding wilderness areas as well as the Sheep, Hat and Elk Mountains, the Property is an ideal representation of Colorado high country.

The Property includes significant wildlife habitat, and is in an area which is experiencing an increase in the purchase of private lands for the development of cabins and vacation homes which has caused a reduction in open and scenic vistas available to the public; preservation of the Property is consistent with federal, state and local public conservation programs and with conservation efforts underway on adjoining or nearby properties; development of the Property would contribute to the degradation of the scenic vistas available to the public and to wildlife habitat, resulting in a loss of tourism and commerce to the area.

Governmental Policies - Conservation of the Property is promoted by the following local and state governmental policies. The laws and regulations of the State of Colorado and the United States also support conservation of the Property relative to its scenic, wildlife habitat, agricultural heritage, educational and natural area values:

- Colorado Revised Statutes § 38-30.5-102 provides for the establishment of conservation easements to maintain land "in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural...or other use or condition consistent with the protection of open land, environmental quality or life-sustaining ecological diversity." The Property's protection will further this policy by protecting the land as scenic, open, and supporting wildlife habitat.
- The Colorado Wildlife and Parks and Outdoor Recreation statutes, Colorado Revised

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Statutes §§ 33-1-101 and 33-10-101, provide, respectively, that "it is the policy of the state of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors" and that "it is the policy of the state of Colorado that the natural, scenic, scientific, and outdoor recreation areas of this state are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and visitors of this state." This Property's protection will further this policy by providing for the preservation and protection of wildlife habitat and public access, education, and recreation.

- The Western Governors' Association Policy Resolution 08-21 supports "voluntary incentive-based methods for preserving open space, maintaining land and water for agricultural and timber production, wildlife and other values." This declaration of support for tax incentives is furthered by this Property's protection with a perpetual conservation easement in gross, the voluntary grant of which qualifies Grantor for state and federal tax benefits and incentives.
- Gunnison County Land Use Regulation, Section 1-103D.3., seeks "to protect and preserve lands from land use activities and patterns of development that would cause significant adverse net impacts to sensitive wildlife habitat..." The Property's protection with this Easement furthers this policy by preserving lands from preventing development that would cause significant adverse impacts to sensitive wildlife habitat.
- Pitkin County addresses the need for protecting open space in its Home Rule Charter which contains the Open Space and Trails Program's enabling legislation under Article XIII. Criteria for open space acquisitions include: (1) Areas within public scenic viewplanes; (2) Incorporating or protecting significant wildlife habitat; (3) Protecting riparian or wetlands areas; (4) Protecting other public lands from the impacts of development. This Property's protection meets the policy need expressed by the Home Rule Charter by providing public scenic viewplanes, protecting significant wildlife habitat, protecting riparian areas, and protecting lands for public access and from development.

D. Grantor intends that the Conservation Values be preserved and protected in perpetuity, and that the Deed prohibit any uses that would materially adversely affect the Conservation Values or that otherwise would be inconsistent with the Purpose (defined below). The Parties acknowledge and agree that uses expressly permitted by this Deed and Grantor's land use patterns existing on the Property, including without limitation those relating to Relatively Natural Habitat, Open Space, and Education, do not materially adversely affect the Conservation Values and are consistent with the Purpose.

E. By granting this Deed, Grantor further intends to create a conservation easement interest that binds Grantor and future owners of the Property and to convey to Grantee the

Exhibit A - Deed of Conservation Easement

right to preserve and protect the Conservation Values in perpetuity.

F. Pitkin County is certified as license number CE0039 by the State of Colorado's Division of Conservation pursuant to C.R.S. § 12-15-104 and 4 C.C.R. 752-1, Rule 2.1, to hold conservation easements for which a tax credit is claimed.

G. Grantee agree by accepting this Easement/Deed to preserve and protect in perpetuity the Conservation Values for the benefit of this and future generations.

H. Notice: This Conservation Easement has been acquired with support from the Gunnison Valley Land Preservation Fund of the Board of County Commissioners of Gunnison County ("Gunnison County") in recognition of conservation values specific to open space and wildlife habitat.

NOW, THEREFORE, in consideration of the recitals above (incorporated herein by this reference) and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, and in particular C.R.S. § 38-30.5-101 et seq., as a voluntary bargain-sale donation with a portion of the Property's conservation value being purchased in the amount of \$195,000 and the remainder value being donated, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in gross in perpetuity over the Property, of the nature and character and to the extent hereinafter set forth.

1. Purpose. It is the essential purpose of this Deed to preserve and protect, in perpetuity, the natural, ecological, and open space values of the Property (the "**Purpose**"). To achieve this Purpose, Grantor intends to convey this Deed to Grantee to ensure that the Conservation Values of Property will be preserved and protected forever. Subject to the purpose of this Deed, Grantor and Grantee intend to permit only uses of the Property which do not substantially diminish or impair the Property's Conservation Values and to prevent any use of the Property that will substantially impair or interfere with protecting the Property's Conservation Values. It is the intent of the Grantor to preserve the Property in its natural and open space condition to preserve the open space character, wildlife habitat, and scenic qualities of the Property.

2. Baseline Documentation Report. The parties acknowledge that a written report has been prepared, reviewed, and approved by all parties which documents the Property's condition as of the conveyance date of this Deed (the "Baseline Report") authored by Colorado Wildlife Sciences. A copy of the Baseline Report shall be kept on file with all parties and by this reference made a part hereof. The parties acknowledge that the Baseline Report is intended to establish the condition of the Property as of the conveyance date of this Deed, and all parties have acknowledged the same in a signed statement, a copy of which is attached hereto as **Exhibit C**. The parties further agree that the existence of the Baseline Report shall in no way limit the parties' ability to use other pertinent information in resolving any controversy that may arise with respect to the condition of the Property as of the conveyance date of this Deed.

3. Rights of Grantee. To accomplish the purpose of this Deed, the following rights are conveyed to Grantee by this Deed:

Exhibit A - Deed of Conservation Easement

- A. To preserve and protect the Conservation Values of the Property;
- B. To enter upon the Property at reasonable times in order to monitor Grantor's compliance with the terms of this Deed; provided that such entry shall be upon prior reasonable notice to Grantor, which shall typically be no less than forty-eight (48) hours advance notice, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and
- C. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Deed and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.
- D. The right, as an interest owner in the Property, to receive notification from and join Grantor as a party to any condemnation or eminent domain proceedings affecting the Property (as described in Section 16), or to any leases, surface use agreements, damage agreements or rights-of-way that may be proposed, granted or required hereafter as a result of mineral development (as described in Section 4.C.7) or other activities with the potential to impact the surface of the Property or its Conservation Values; and
- E. Any other rights that the Parties may mutually agree upon that are consistent with the Purposes of the Deed, including adding additional purposes or defining additional Conservation Values.

4. Permitted and Prohibited Uses. The Grantor shall not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants herein. Grantor hereby authorizes Grantee to enforce these covenants in the manner described below. However, unless otherwise specified, nothing in this Deed shall require Grantor to take any action to restore the condition of the Property after any fire, change in climate, Act of God or other event over which Grantor had no control. Grantor understands that nothing in this Deed relieves them of any obligation or restriction on the use of the Property imposed by law.

A. Structures and Improvements. The construction, location, relocation or expansion of any structures or improvements (defined as permanent or temporary structures or other physical, human-introduced development of or on the Property) is prohibited on the Property, *except* as follows in this Section 4.A:

1. Existing Structures. There are no existing structures and no new structures are permitted on the Property.

2. Road and Trail Construction. There are no existing roads on the Property and no new roads are permitted. There is an existing trail from the adjacent AVLT Basecamp West property. Notwithstanding the foregoing, the development and use of unpaved trails not to exceed four (4) feet in width for non-motorized outdoor educational uses including hiking, horseback riding, cross country skiing, snowshoeing, guided tours, outdoor education programs, and other public uses specified in the Resource Management

Exhibit A - Deed of Conservation Easement

Plan are permitted anywhere on the Property in a low-impact manner and location that minimizes erosion and disturbance to the Property's wildlife and scenic values. Grantor and Grantee agree that prior to the development of any trail pursuant to this paragraph Grantor will complete a Resource Management Plan, which will guide the location and seasonality of the trails.

3. Fences. There are not currently any fences on the Property. New fencing must be consistent with then-current Colorado Parks and Wildlife ("CPW") guidelines for fencing in a wildlife migration area and any applicable county regulations, so as to permit the movement of wildlife across the Property, and with prior approval of Grantee.

4. Educational Structures. Low-impact education structures, including but not limited to, benches, picnic tables, open-sided shade or rain shelters, restrooms or port-a-pots, and interpretive signage for public use, enjoyment or education are permitted on the Property in a location and manner consistent with the Purpose of the Deed. All structures will be constructed in accordance with the Resource Management Plan and will be consistent with the Purpose and terms of this Deed. Athletic fields, golf courses or ranges, racetracks, airstrips, helicopter pads, and firearm shooting ranges are prohibited.

5. Water features. The installation, maintenance and improvement of water catchments for Property maintenance purposes or the enhancement of wildlife habitat, such as stock ponds (as defined in Section 25), wildlife guzzlers (which collect rain, snow and runoff to provide a water source for wildlife), wetlands, and other wildlife-friendly water features, each under one acre in size, are permitted in a manner consistent with the Purposes of this Deed and all Applicable Laws in accordance with the Resource Management Plan.

6. Utilities. Grantor is permitted to establish underground utilities to serve the Property, provided that such utilities shall be located in a location approved by the Grantee with consideration of upholding the Conservation Values or as permitted by easements or rights-of-way existing prior to the grant of this Deed.

a) Water Wells. Water wells, pumps, and low-impact (defined in Section 21.1) water storage tanks, and maintenance and repair thereof, are permitted as necessary for permitted residential, agricultural, and wildlife uses of the Property in accordance with all Applicable Laws;

b) Renewable Energy Technology. Low-impact, renewable energy-generating or -storing structures (terms defined in Section 25 herein) are permitted as necessary to facilitate the Purposes of this Deed, such as roof-mounted solar panels, solar- or wind-powered pumps or solar-powered electric fences. Commercial production of energy or the connection of renewable energy-generating structures to the power grid requires the Grantee's prior approval. The term "low impact" is defined for the purpose of this Deed in Section 25. Any energy in excess of Grantor's consumption may be sold, conveyed, or credited to a provider of retail service to the extent permitted by Colorado law. An installation of

Exhibit A - Deed of Conservation Easement

alternative energy improvements shall be designed and located so as to minimize impacts to the Conservation Values of the Property.

Grantor shall promptly reseed and restore any surface impacts that result from the installation or maintenance of any above-described improvements to as close to the Property's original condition as possible within three months, season permitting, or as otherwise approved by the Grantee.

7. No Subdivision. The division, subdivision, or de facto subdivision of the Property by legal or physical process (including, but not limited to, platting, testamentary division, or other process by which the Property is divided in ownership or in which legal or equitable title to different portions of the Property are held by different owners), into more than one parcel of land is prohibited.

B. Natural Resource Management Land Use. Grantor recognizes the importance of good resource management and stewardship to preserve and protect the Conservation Values. To facilitate periodic communication between Grantor and Grantee about management issues that may impact the Conservation Values, the Property shall be operated and managed in accordance with a "**Resource Management Plan**" jointly prepared and agreed upon by Grantor and Grantee within one year of the Effective Date. The Parties shall review the Management Plan at least every five years and update it if either Party determines an update is necessary. The Resource Management Plan is designed to maintain or enhance the Conservation Values and general ecosystem health of the Property and is consistent with the terms and Purposes of this Deed. To that end, the Resource Management Plan shall be based upon then-current Best Management Practices for protecting water quality and sensitive wildlife species and habitat, and where relevant the Grantee may consult the CPW, Natural Resources Conservation Service ("NRCS"), or other outside agency for guidance on the Resource Management Plan, land uses in question, or both. Grantor recognizes the importance of good resource management and stewardship to preserve and protect the Conservation Values. Accordingly, Grantor agrees not to alter the topography of the Property through placement or removal of soil, gravel, land fill, or other materials nor to impair or disturb the relatively natural habitat for native plants, wildlife, or ecosystems on the Property, except: (a) as necessary in emergencies including wildfire, flood and landslide; (b) as approved by the Grantee and any required permitting agencies for habitat enhancement or restoration purposes, or pursuant to the Resource Management Plan; (c) as necessary for improvements described in Section 4.B above; (d) as necessary for uses described in this Section 4.C, below. No surface alterations may be made that damage the Conservation Values, including the Property's use for agriculture.

1. Forest and Vegetation Management. Commercial timber harvesting is prohibited. Selective cutting and thinning of trees, shrubs and vegetation on the Property is permitted in a low-impact manner (as defined in Section 25, Definitions) or as otherwise permitted in the Resource Management Plan in order to control fire danger, insects, weeds, and disease; to prevent personal injury and property damage; or to otherwise maintain the health of the wildlife habitat or ecosystem. Grantee approval is

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required for removal of native trees or shrubs within 100 feet of streambanks or wetland areas, except as necessary to maintain and protect public and personal safety along the Trail; or for any vegetation management activities that exceed the definition of low impact.

2. Weed Control. Grantor agrees to control noxious weeds and invasive plant species on the Property in accordance with the Colorado Noxious Weed Act (January 23, 2006), as amended, and other Applicable Laws, and shall not intentionally introduce noxious weeds or invasive species to the Property.

3. Off-Road Use of Vehicles. Off-road use of motor vehicles including snowmobiles is permitted only as necessary for property maintenance, agriculture, hunting, and range management, in a manner that does not result in rutting, erosion, harassment of wildlife, or damage to the natural ecosystems or scenic values of the Property and in emergency situations.

4. Hunting. Hunting, fishing and the leasing of hunting rights on the Property may be permitted or prohibited at Grantor's discretion and in accordance with all CPW regulations and other Applicable Laws.

5. Trash and Dumping. Grantor shall not dump or permanently accumulate trash, garbage, or other refuse on the Property, except for agricultural by-products and compostable matter produced or used on the Property.

6. Mining and Minerals. There is no current or past history of mineral development or mining on the Property. Mining, quarrying, drilling, boring, or exploring for or removing oil, gas, minerals, rocks, stones, gravel or earth (collectively hereafter "minerals") on or below the Property is prohibited, except by third party mineral rights holders having the pre-existing right to this grant of Deed to explore for, extract or develop minerals associated with the Property. Grantor shall not sell, lease, transfer or separate from the Property any mineral rights owned or controlled by Grantor as of the date of this Deed grant.

a) *Current Mineral Leases and Development.* There are no active oil and gas or other mineral leases or agreements on or affecting the Property as of the date of this Deed grant.

7. Commercial and Industrial Activities. No industrial uses shall be allowed on the Property. Commercial uses are allowed, as long as they are conducted in a manner that is consistent with I.R.C. § 170(h) and the terms and Purposes of this Deed.

8. Signage or Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property, except for appropriate and customary ranch or pasture identification signs, "for sale" or "for lease" signs alerting the public to the availability of the Property for purchase or lease, "no trespassing" signs, signs regarding the private leasing of the Property for hunting, fishing or other low-impact educational uses. Any such signs shall be located and designed in a manner

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consistent with the Purpose.

9. Educational Programming. Low-Impact (as defined below in Section 25), non-motorized recreational uses such as hiking, horseback riding, biking, cross-country skiing, hunting, fishing and camping are permitted on the Property in a non-intensive manner and with little to no impact to or on protected Conservation Values, consistent with the terms and Purposes of this Deed. Motorized recreational use is prohibited. Public or commercial shooting ranges are also prohibited. Trails are permitted only in accordance with Section 4.A.2, *Roads and Trails*, of this Deed.

10. Rights Retained by Grantor. Subject to interpretation under Section 17 titled "Interpretation," as owners of the Property, Grantor retains the right to perform any act not specifically prohibited or limited by this Deed. These ownership rights include, but are not limited to, the right to exclude any member of the public from trespassing on the Property and the right to sell or otherwise transfer the Property to anyone they choose.

11. Public Access. Nothing herein contained shall be construed as affording the public other than visual or discrete educational access to the Property.

5. Representations and Warranties. Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:

A. Except for fuels customarily used or transported in connection with agricultural and construction activities; no substance defined, listed, or otherwise classified pursuant to any federal, state, or local law or regulation as hazardous, toxic, polluting, or otherwise or threatening to human health or the environment exists or has been used or released on the Property;

B. There are not now any underground storage tanks located on the Property, and no underground storage tanks have been removed from the Property in a manner not in compliance with Applicable Laws;

C. Grantor and the Property are in compliance with all federal, state, and local laws and regulations applicable to the Property and there is no existing, pending or threatened litigation affecting or relating to the Property;

D. Grantor has good and sufficient title to the Property and has lawful authority to grant and convey the Deed, that any mortgages or liens on the Property are subordinate to the terms of this Deed, and that Grantor shall warrant and forever defend the title to the Deed against all and every person or persons lawfully claiming by, through or under Grantor, the whole or any part thereof, except for rights-of-way, easements, restrictions, covenants and mineral reservations of record.

6. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Deed. Whenever notice is required, Grantor shall notify

Exhibit A - Deed of Conservation Easement

Grantee in writing not less than thirty (30) days prior to the date Grantor intend to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purpose of this Deed.

7. Grantee Approval. Where Grantee approval is required, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Deed. Failure of Grantee to respond within the required sixty (60) days shall not be deemed approval by Grantee.

8. Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee or Gunnison County, or in any way to affect any existing obligation of Grantor as owner of the Property. Among other things, this shall apply to:

A. Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments before delinquency levied against the Property by competent authority (collectively "taxes"). If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

B. Upkeep and Maintenance. Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law. Grantee or Gunnison County shall have no obligation for the upkeep or maintenance of the Property.

C. Liability and Indemnification. Grantor shall hold harmless, indemnify, and defend Grantee and Gunnison County and their members, directors, officers, employees, agents, and contractors and the heirs, representatives, successors, and assigns of each of them (collectively "**Indemnified Parties**") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in **Section 10**; and (3) the presence or release of hazardous or toxic substances on, under or about the Property. For the purpose of this **Section 9**, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state or local law. Without limiting the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in Grantee, nor shall Grantee have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, or any

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similar law or regulation.

1. Limitation on Liability. Nothing in this Deed shall be deemed to alter protections provided to the Grantor, Gunnison County or Grantee under Colorado's recreational use statute C.R.S. §33-41-103, or any subsequent legislation. Grantor and Grantee specifically agree that Grantor is both the owner and the manager of the Property, and Grantee and Gunnison County shall not be held liable for Grantor's management of the Property. Grantor shall ensure that any public access is consistent with Colorado's recreational use statute C.R.S. § 33-41-101 *et seq.* and the Parties are each responsible for determining independently if the recreational use statute provides immunity to such Party for the public's access to and use of the Property. Nothing in this Deed shall be deemed to alter protections provided to Grantee, Gunnison County and Grantor under C.R.S. §33-41-103, or any subsequent legislation.

9. Enforcement. Grantee shall have the right to prevent and correct or require correction of violations of this Deed. Grantee are not responsible for monitoring for or enforcing violations of any Applicable Laws, permits, or third party contracts affecting the Property now or in the future, except to the degree that any violations of Applicable Laws also violates this Deed, damage the Conservation Values, or be otherwise inconsistent with the Purposes or terms of this Deed.

If the Grantee finds what they believe is a violation, or a threat of a violation of this Deed, the Grantee shall notify Grantor in writing of the nature of the alleged violation. Upon receipt of this notice, Grantor shall immediately discontinue any activity associated with the alleged violation or, in the case of a third-party violating the Deed, shall take any reasonable steps necessary to discontinue such third party's activity. After receipt of a notice of violation, Grantor shall do the following: (a) restore the Property within 60 days as is best possible to its condition prior to the violation, or if immediate restoration is not possible, Grantor shall submit a restoration plan to the Grantee within 60 days; or (b) provide a written explanation to the Grantee of the reason why the alleged violation should be permitted. If the Grantee are not satisfied with Grantor's written explanation or restoration actions, the Parties agree to meet as soon as possible to resolve their difference. If a resolution cannot be achieved at the meeting, the Parties agree to attempt to resolve the dispute through mediation as provided below.

At any time, including if Grantor does not immediately discontinue any activity that could increase or expand the alleged violation, or if the Grantee believes an ongoing, imminent, or threatened activity violates the Deed, the Grantee may take immediate legal action to stop the activity without prior notice to Grantor, without waiting for the period provided for cure to expire, and without waiting for the 60-day mediation period to expire. The Grantee may bring an action at law or in equity, *ex parte* as necessary, in a court of jurisdiction to enforce the terms of this Deed and to enjoin a violation by temporary or permanent injunction, which may require restoration of the Property to the condition that existed prior to the violation. The Grantee's remedies described here shall be in addition to all remedies now or hereafter existing at law or inequity, and shall include, without limitation, the right to recover damages for violation of the terms of this Deed or injury to the Conservation Values, including damages for the loss of scenic, aesthetic, or environmental values, and the right to other remedies designed to deter bad acts, including

Exhibit A - Deed of Conservation Easement

restitution of tax benefits or payments for the Deed, disgorgement of profits, and liquidated and punitive damages. The Grantee may apply any damages recovered to the cost of undertaking restorative, remedial or corrective action on the Property without limiting Grantor's liability for such damages or corrective action.

Enforcement of the terms of this Deed shall be at the sole discretion of the Grantee, and any forbearance by the Grantee to exercise its rights under this Deed shall not be construed to be a waiver by the Grantee of its rights, or of any term(s) of the Deed, including any subsequent breach of the same or other term(s) of this Deed. No delay or omission by the Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. The failure of the Grantee to discover a violation or to take immediate legal action shall not bar the Grantee from doing so at any time after the date upon which the violation is discovered. All reasonable costs incurred by the Grantee in enforcing the terms of this Deed by legal or other means, including but not limited to expert fees, staff time, legal fees, and costs of pursuing legal or other action, and costs of restoration necessitated by Grantor's violation of the terms of this Deed, shall be borne by Grantor, unless Grantor ultimately prevails in a judicial enforcement action, in which case each Party shall bear its own costs, unless Grantee or Grantee is found by a final court of competent jurisdiction to have acted in bad faith. If Grantee or Grantee prevails in part, then Grantor shall be responsible for all fees and costs of that Grantee as set forth above. If the Parties agree to mediation, the Parties will equally share the cost of the mediator's fee.

10. Natural Events Beyond Grantor's Control. Unless otherwise specified, nothing in this Deed shall require Grantor to take any action to restore the condition of the Property after any fire, act of God or other natural event over which Grantor had no control. Grantee may not bring an action against Grantor to enforce against violations of this Deed resulting from any fire, act of God, or other natural event over which Grantor had no control, or from any reasonable and prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury or damage to the Property from such causes. For purposes of this Deed, "natural event" or "events over which Grantor has no control" shall not include acts of third parties.

11. Transfer of Deed; Requirement for Assignment or Enforcement. Grantee shall have the right to transfer all (and not less than all) of its rights and obligations created by this Deed and to assign its rights and obligations hereunder to any private nonprofit organization that, at the time of transfer, (1) is a qualified organization under § 170(h) of the IRC, and under C.R.S. Section 38-30.5-101, *et seq.*, (a "Qualified Organization"), (2) expressly agrees to assume the responsibility imposed on such Grantee by this Deed and (3) agrees that the conservation purposes that this Deed is to advance continue to be carried out.

12. Transfer of the Property. Grantor shall notify Grantee in writing at least forty-five (45) days prior to the transfer of the Property, and the document of conveyance shall expressly refer to this Deed. Grantee shall have the right to record a document in the real property records in Pitkin and Gunnison County to put such third parties on notice of the requirements of this paragraph. Failure to provide notice pursuant to this paragraph or such recorded document shall not invalidate any transfer of the Property.

13. Real Property Interest. Grantor and Grantee stipulate that as of the date of this

Exhibit A - Deed of Conservation Easement

Easement, they are each vested with a real property interest in the Property. The Parties further stipulate that the Grantee's interest in the Easement has a value that shall be determined by a qualified conservation easement real estate appraisal at the time of extinguishment, condemnation, or any other event terminating part or all of the Easement on the property, should any such event occur in the future. This value shall be represented as a percentage of the fair market value of the Property that is at least equal to the proportionate value that the Easement bears to the value of the Property as a whole at the time of the Easement's grant, which percentage shall remain constant in relation to any future fair market value of the Property. Such percentage shall be used for determining the Grantee's proportion of proceeds from any payment of damages or action resulting from circumstances described in the Extinguishment and Condemnation paragraphs above, and including other events of partial or complete termination of the Easement. The Grantee's right to proceeds and the rights shall survive any termination of the Easement.

14. Condemnation or Other Extinguishment. If this Deed is taken, in whole or in part, by exercise of the power of eminent domain ("**Condemnation**"), or if circumstances arise in the future that render the Purpose impossible to accomplish, this Deed can only be terminated, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each Party shall promptly notify the other Party in writing when it first learns of such circumstances. Grantee and Gunnison County shall be entitled to full compensation for its interest in any portion of this Deed that is terminated as a result of Condemnation or other proceedings. Grantee's proceeds shall be an amount at least equal to the Easement Value Percentage multiplied by the value of the unencumbered fee simple interest in the portion of the Property that will no longer be encumbered by this Deed as a result of Condemnation or termination. Grantor shall not voluntarily accept proceeds equal to less than the full fair market value of the affected Property unrestricted by this Deed without the approval of Grantee and Gunnison County. Grantee shall use its proceeds in a manner consistent with the conservation purposes of this Deed. Grantee's remedies described in this **Section 15** shall be cumulative and shall be in addition to any and all remedies now or hereafter existing at law or in equity, including the right to recover any damages for loss of Conservation Values as described in C.R.S. § 38-30.5-108.

15. Interpretation. This Deed shall be interpreted under the laws of the State of Colorado, resolving any ambiguities and questions of the validity of specific provisions so as to preserve the Conservation Values and give maximum effect to its conservation purposes.

16. Perpetual Duration. The easement created by this Deed shall be a servitude running with the land in perpetuity. Every provision of this Deed that applies to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. A party's rights and obligations under this Deed terminate upon a permitted transfer of the party's interest in this Deed or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

17. Notices. Any notices required by this Deed shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, to Grantor, Gunnison County and Grantee respectively at the following addresses, unless a party has been notified by the other of a change of address. Electronic delivery of notices shall also be deemed sufficient and considered delivered upon receipt of confirmation of delivery on the part of the sender:

Exhibit A - Deed of Conservation Easement

To Grantor:
AVLT Special Projects, LLC
320 Main Street, Suite 204
Carbondale, Colorado 81623

To Grantee:
Board of County Commissioners of Pitkin County, Colorado
c/o Open Space and Trails
530 East Main Street, Suite 202
Aspen, Colorado 81611

To Gunnison County:
Board of County Commissioners of Gunnison County, Colorado
200 E. Virginia Ave.
Gunnison, CO 81230

or to such other address as either Party from time to time shall designate by written notice to the other.

18. Grantor's Title Warranty. Grantor warrants that Grantor has good and sufficient title to the Property and hereby promises to defend the same against all claims from persons claiming by, through or under Grantor.

19. Grantor's Environmental Warranty and Indemnity. Grantor warrants that Grantor, without duty of inquiry, has no actual knowledge of a release or threatened release of Hazardous Substances or wastes on the Property. For the purposes hereof, "Hazardous Substances" does not mean any typical agricultural chemicals such as herbicides and pesticides utilized on properties of this type in Gunnison County, provided that all such chemicals are used in accordance with applicable laws and manufacturer's specifications. Without limiting the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in Grantee, nor shall Grantee have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

20. Subsequent Liens on the Property. No provisions of this Deed shall be construed as impairing the ability of Grantor to use the Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing shall be subordinated to this Deed.

21. Non-Merger. No merger shall be deemed to have occurred hereunder or under any document executed in the future affecting this Easement, and the Easement shall not be extinguished, in whole or in part, through the legal doctrine of merger pursuant to C.R.S. §38-30.5-107; Should the Grantee in the future own all or a portion of the fee interest in the Property, the Grantee as successor in title to Grantor, shall observe and be bound by the obligations of

Exhibit A - Deed of Conservation Easement

Grantor and the restrictions imposed on the Property by this Easement.

22. Recording. Grantee shall record this Deed in the official records of Gunnison County, and may re-record it at any time as may be required to preserve Grantee's rights hereunder.

23. Amendment. If circumstances arise under which an amendment to or modification of this Deed or any of its exhibits would be appropriate, Grantor and Grantee may jointly amend this Deed so long as the amendment (i) is consistent with the Conservation Values and Purpose of this Deed, (ii) does not affect the perpetual duration of the restrictions contained in this Deed, (iii) does not affect the qualifications of this Deed under any applicable laws, (iv) complies with Grantee's and Gunnison County's procedures and standards for amendments (as such procedures and standards may be amended from time to time), and (v) receives Gunnison County's prior written approval. Any amendment must be in writing, signed by the Parties, and recorded in the records of the Clerk and Recorder of the county or counties in which the Property is located. A copy of the recorded amendment shall be provided to Gunnison County. Amendment of the Deed shall not affect the Deed's priority against any intervening liens, mortgages, easements, or other encumbrances. Nothing in Section 23 shall be construed as requiring Grantee to agree to any particular proposed amendment.

24. Definitions. For the purposes of this Deed, the following words and phrases are defined as follows:

A. Deed. The terms "Deed," "conservation easement," "Deed of Conservation Easement," and "Deed of Conservation Easement in gross" refer to this legal document and to the immediately vested interest in real property defined by Colorado Revised Statutes §§38-30.5-101 *et seq.*

B. Applicable Laws. The term "Applicable Laws" refers to all relevant federal, state, and local statutes, ordinances, judicial decisions, executive orders, codes or regulations having the force and effect of law that have bearing on or may control certain uses allowed by the Deed.

C. Low-Impact. The term "Low-Impact" refers to activities or improvements whose location, use and construction have negligible or no surface impact on the Property and do not damage the Conservation Values (*meaning*, they have no scenic impact from public rights-of-way; do not result in harassment of wildlife, increased erosion or compaction of soils; earthmoving or re-contouring of land; construction of roads or installation of utility lines; nor damage to relatively natural habitat including rivers, wetlands, riparian areas or other water resources).

D. Off-Grid. The term "off-grid" refers to structures or improvements that do not require utilities such as electricity or water, or that are not connected to the local or national power grid. Instead, power or water may be provided by attached, built-in, or adjacent energy sources or wells, respectively.

E. Renewable Energy Resource. The Term "renewable energy resource" refers to an energy source that is replaced rapidly by natural processes, such as biomass, hydro,

Exhibit A - Deed of Conservation Easement

geothermal, solar or wind.

F. Renewable Energy Generating Structures. The term “renewable energy generating structures” refers to structures used to collect renewable energy resources that are replaced rapidly by natural processes, such as biomass, hydro, geothermal, solar or wind.

G. Stock Ponds. Stock ponds, also known as livestock water tanks, are defined in C.R.S. § 35-49-103 and for the purpose of this Deed as including “all reservoirs created by dams constructed after April 17, 1941, on watercourses, the channels of which are normally dry as determined by the state engineer, having a capacity not exceeding ten acre feet and a vertical height not exceeding fifteen feet from the bottom of the channel to the bottom of the spillway to be used for stock watering purposes.”

25. Subsequent Transfers. Grantor shall incorporate the terms and conditions of this Deed in any Deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, conveyance of a leasehold interest to a third party. Grantor further agrees to give written notice to Grantee and Gunnison County of the transfer of any interest in the Property at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Deed or limit its enforceability in any way.

26. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement policy and purpose of Colorado Revised Statutes §38-30.5-101, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation of the purpose of this easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

27. Deed Correction. The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits), including typographical, spelling, or clerical errors. The Parties shall make such corrections by written agreement. Any corrections shall be recorded in the records of the Clerk and Recorder of the county or counties in which the Property is located.

28. Severability. If any provision of this Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

29. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the easement, all of which are merged herein.

30. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

31. Successors. The covenants, terms, conditions, and restrictions of this Deed shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal

Exhibit A - Deed of Conservation Easement

representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

32. Termination of Rights and Obligations. A party's rights and obligations under this Deed terminate upon transfer of the party's interest in the Deed or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

33. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

34. Third Party Enforcement. This Deed is voluntarily entered into by and between Grantor and Grantee with funding and consent by Gunnison County and does not create enforcement rights or responsibilities in any other entities beyond Grantor, Grantee, and Gunnison County or third parties, including the general public.

35. Acceptance. As attested by the signature of an authorized party affixed hereto, Grantee hereby accept, without reservation, the rights and responsibilities conveyed by this Deed. Grantee acknowledge receipt and acceptance of this Deed encumbering the Property for which monetary consideration was provided, but no goods or services were provided.

36. Change of Conditions. A change in the potential economic value of any use that is prohibited by or inconsistent with this Deed, or a change in any current or future uses of neighboring properties, shall not constitute a change in conditions or circumstances that make it impossible for continued use of the Property, or any portion thereof, for conservation purposes and shall not constitute grounds for terminating the Deed in whole or in part. In conveying this Deed, the Parties have considered the possibility that uses prohibited or restricted by the terms of this Deed may become more economically valuable than permitted uses, and that neighboring or nearby properties may in the future be put entirely to such prohibited or restricted uses. It is the intent of Grantor and Grantee that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Deed, in whole or in part. In addition, the inability of Grantor, or Grantor's heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Deed, or the unprofitability of doing so, shall not impair the validity of this Deed or be considered grounds for its termination or extinguishment, in whole or in part.

37. Authority to Execute. Each Party represents to the other that such Party has full power and authority to execute, deliver, and perform this Deed, that the individual executing this Deed on behalf of each Party is fully empowered and authorized to do so, and that this Deed constitutes a valid and legally binding obligation of each Party enforceable against each Party in accordance with its terms.

38. No Land Use Approvals Imputed to Deed. Grantor shall be solely responsible for compliance with applicable laws in regard to the exercise of rights reserved herein, and nothing contained in this Deed is intended to represent a permit or land use approval.

Exhibit A - Deed of Conservation Easement

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

<<SIGNATURE PAGES AND ACKNOWLEDGMENTS TO FOLLOW>>

Exhibit A - Deed of Conservation Easement

EXHIBIT A
Legal Description

ALL THAT PORTION OF THE LACY PLACER, UNITED STATES SURVEY NO. 8260,
LYING WITHIN SECTION 24, TOWNSHIP 11 SOUTH, RANGE 88 WEST, 6TH P.M., AND
WITHIN SECTION 19, TOWNSHIP 11 SOUTH, RANGE 87 WEST, 6TH P.M.,

ROCK CREEK MINING DISTRICT,
COUNTY OF GUNNISON,
STATE OF COLORADO.

EXHIBIT B-1
Map of Property Location

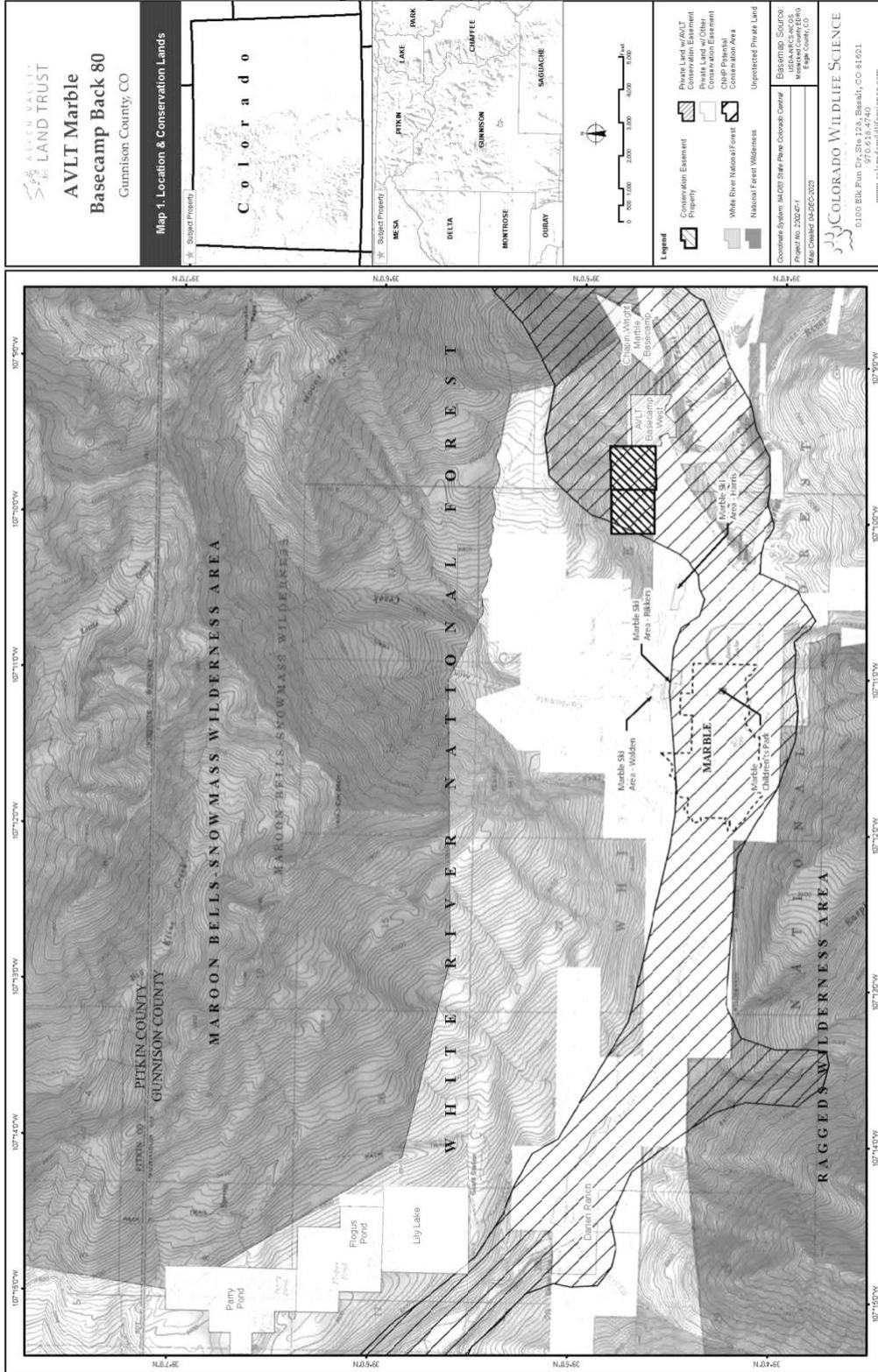


Exhibit A - Deed of Conservation Easement

EXHIBIT C
Baseline Attestation

Expected closing date March 2024

Grantor and Grantees acknowledge that each has read the “Back 80 Conservation Easement Baseline Documentation Report,” prepared by Colorado Wildlife Sciences on _____, 2024, and that the report accurately reflects the condition of the Property subject to the Easement as of the date of conveyance of the Easement.

Grantor:

Suzanne Stephens, Manager
AVLT Special Projects, LLC a Colorado limited liability company

Grantee:

Francie Jacober, Chair
Board of County Commissioners of Pitkin County, Colorado

EXPANDING OUTDOOR EDUCATION EXPERIENCES

Aspen Valley Land Trust (AVLT) is seeking community support to raise \$3.5 million to purchase the 42-acre Colorado Outward Bound School (COBS) campus in Marble, Colorado, protect the property's natural resources and wildlife habitat, restore the buildings and facility, and open it to even more students and community groups.

This campus was the home of the very first Outward Bound course in America in 1962. For nearly 60 years, this property was used by Outward Bound to train and organize students prior to heading out on wilderness excursions and welcome them back after their wilderness experience was complete. The campus borders the White River National Forest to the north, includes nine bunk cabins (one with ramp entry), a dining hall with a fireplace and kitchen, gear and tool storage structure, a high ropes course, a bath/shower house, an office, infirmary, and several apartments.



This high-alpine educational property is adjacent to AVLT's Chapin Wright Marble Basecamp, acquired in 2016 with generous support from Great Outdoors Colorado, Flatirons Foundation, Stephen M. Seay Foundation, Gunnison County Land Preservation Board, and many more.

Utilized and loved by Aspen Middle Schoolers for more than 55 years, when the Chapin Wright Marble Basecamp property went on the market, a middle school teacher stepped up quickly to work with AVLT and help save this 50-acre alpine retreat for the next generations of Aspen Middle School students and more. That former middle school teacher, Brian Hightower, joined the AVLT staff as our Outdoor Education Coordinator and AVLT has so far expanded the program to seven schools across five counties and worked with several nonprofit partners, reaching thousands more kids since 2016 that may have never had this opportunity without a special place in nature like this.



To create these opportunities and outcomes for kids, AVLT began with a process that included listening sessions with educators, administrators, and community partners to learn how AVLT and the community could overcome identified barriers to access schools typically encounter when exploring outdoor education programs. From this input, we created a free, customizable program with all the required infrastructure and optional curriculum offerings. With this model, schools can lead a turn-key trip in an inspiring setting and focus on their students rather than logistics and coordination.

Since the Outward Bound programs were halted at the onset of COVID-19, the opportunity to grow programs and support local partners has been waiting. Today, you can help inspire many more students, help grow the next generation of land stewards, and save an incredible landscape under threat.

Exhibit B - Project Summary

Threats to conservation values and public benefits

This property is vulnerable to significant development and high-impact use. Marble is a rural town that has seen exponential growth and record-breaking tourism and recreation over the past several years. New commercial projects are underway and could easily take advantage of the sale of this property. The COBS campus consists of 10 buildings, including a dining hall with a commercial kitchen, bunk cabins, staff apartments, and bath houses that would make this an appealing property for a commercial operation to secure, severely altering the land use from a community-focused educational facility.

The property is bordered by National Forest to the north and has a small strip of forest to the east, which borders AVLT's Marble Basecamp. These 42 acres rank high in our conservation analysis for wildlife habitat, specifically winter elk and deer habitat. Colorado Parks and Wildlife biologists have identified important winter concentration areas and severe winter range for elk herds of the Crystal Valley that encompasses the site and extends into surrounding forest service land. Seasonal closures for calving play a major role in Marble Basecamp's land management plan and would be replicated for this property as well if under AVLT ownership. The property also provides suitable habitat for mule deer, moose, black bear, mountain lions bobcats and number of small mammal species. Potential habitat for Canada lynx, a federal threatened species, with high capacity for winter use has been identified in the area. If acquired by a private or commercial owner, the disturbance of this sensitive wildlife habitat would undoubtedly spill over and negatively impact the habitat at Marble Basecamp.



The one-of-a-kind experience AVLT has helped maintain with the community is also at risk if we are unable to purchase and protect the neighboring property. Safeguarding the experience at Chapin Wright Marble Basecamp is critically important to the future of the property and program. **As the oldest land trust in Colorado, AVLT is a well-respected collaborator of the region's partners and is uniquely positioned to convene the support and participation required to make this project successful.** The potential scale and inclusiveness of an expanded Basecamp experience could be a model for land trusts and outdoor education programs across the state. The window to purchase and protect this property and the future of outdoor education is small. AVLT is scheduled to close on the purchase October 3, 2023.



Opportunity to enhance partnerships, outdoor education, and community vitality

This project could positively impact all students in the region, the Town of Marble and its residents, and many of us who enjoy the natural beauty and character of this incredible place. Year over year, AVLT has increased the number of students, schools, and nonprofits served through this program. But even with continuous growth, the unfortunate reality is that many kids are still not able to easily access these learning opportunities. An expanded Marble Basecamp including both the COBS campus and Chapin Wright campus would offer use to a greater capacity and wider variety of community members than we are currently able to provide. As owners, AVLT will

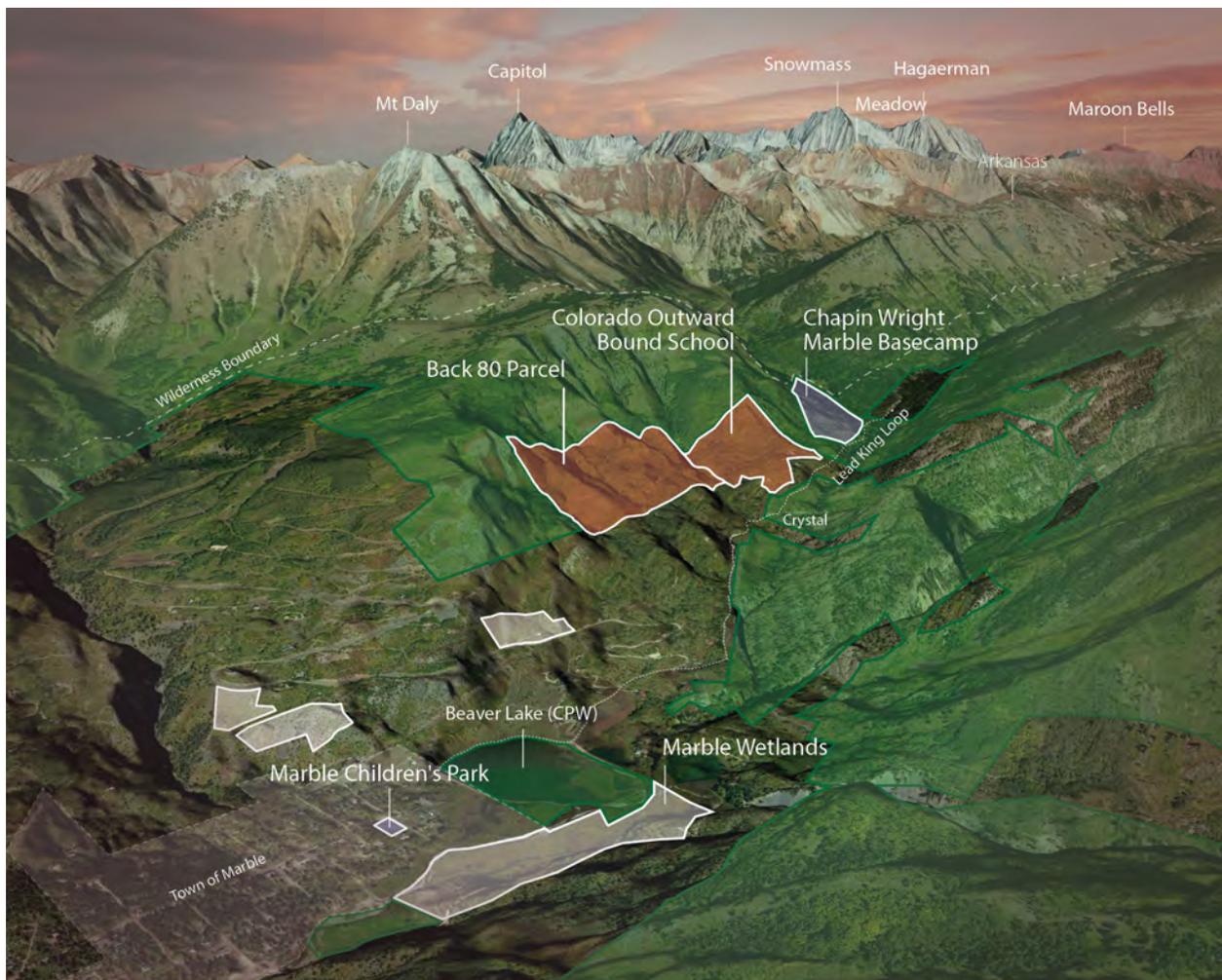
Exhibit B - Project Summary

be in a position to create an inclusive and diverse list of partners and make the entry-point to getting learning outside much more accessible.

This project supports AVLT's organizational strategic plan goals of providing equitable and inclusive outdoor access to a wide breadth of diverse youth and locals. We have identified and initiated discussions with nine potential partners, including all of the local school districts, Latino and/or Hispanic-led organizations, nonprofits focused on opportunities for at-risk youth and those providing Autism services, and more. These many partners will help balance equity for the future of these programs and restore a connection to land for many who have lost it.

The Outward Bound campus is currently unutilized and has not been occupied since it closed in March 2020. There is a large degree of deferred maintenance that would require time to address before opening it back up to users, allowing AVLT time to conduct further research and work with partners to develop a sustainable program structure. When this campus is opened again, AVLT wants to ensure the community, especially those who have historically been excluded from similar programs, are leading the vision and use for this special place.

EXPANDING OUTDOOR EDUCATION EXPERIENCES MAPS



- Expanded Basecamp Project (to be acquired)
- Land owned and protected by AVLT
- Private land conserved through AVLT
- Public land

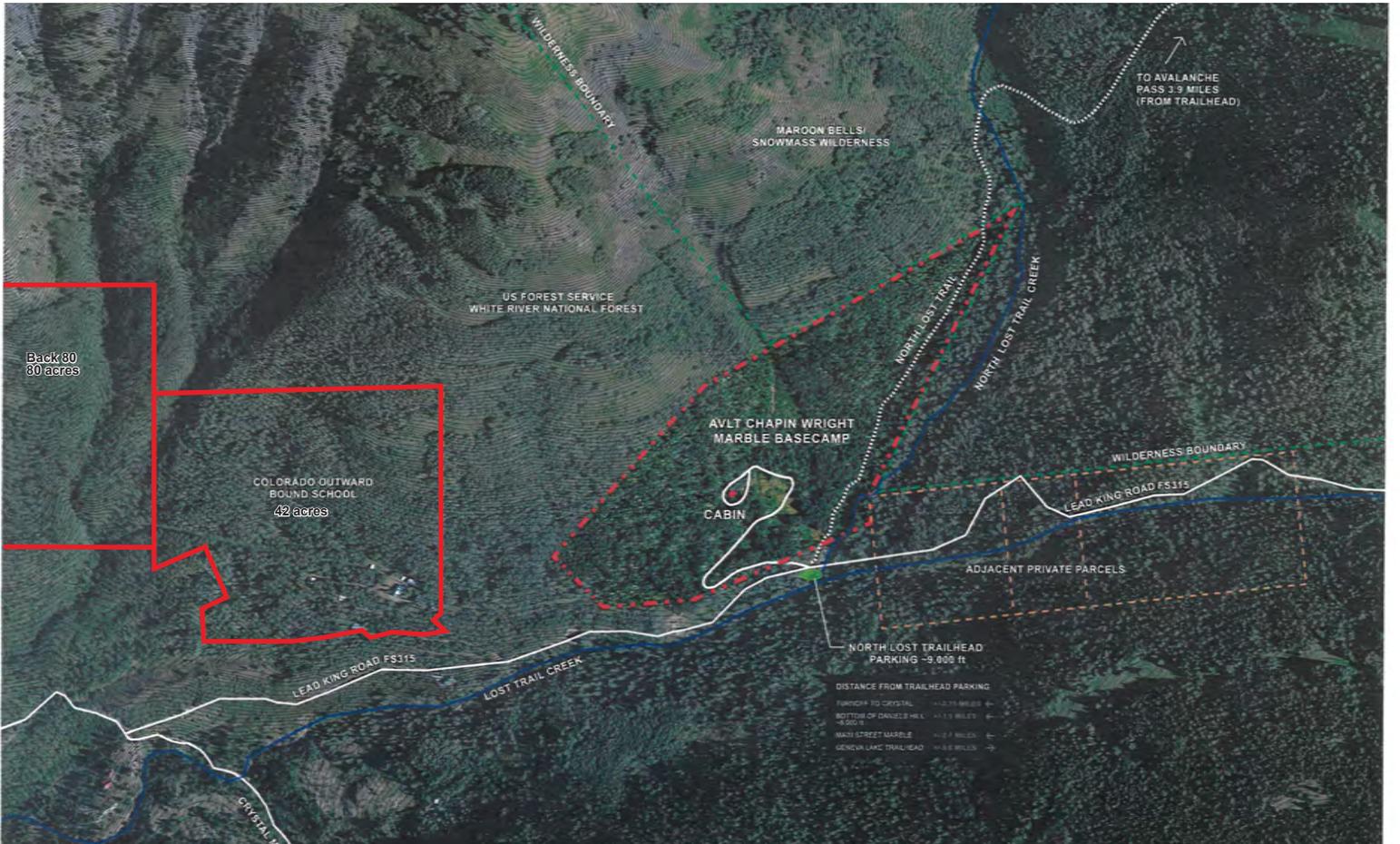


Exhibit B - Project Summary



- Project properties
- AVLT Easements
- CPW Property
- USFS

Colorado Outward Bounds (COBS)
Colorado Parks and Wildlife
Species Activity Mapping - Elk
 Base Map: 2021 NAIF



LIZARD LAKE

Exhibit C - Budget

AVLT's Marble Basecamp - Budget Detail

Gunnison County Land Pres Fund application - 1.17.24

Budget		
Use Of Funds Requested	Amount	Description
<i>Funds requested from Gunnison Land Preservation Fund will be applied to this area.</i>		
Purchase	\$ 2,065,000	
Outward Bound campus acquisition	\$ 1,850,000	42-acre campus with water rights (FMV = \$1.93M)
Back 80 land acquisition	\$ 215,000	Undeveloped 80-acre parcel adjacent to OB campus
Protection	\$ 325,000	
Conservation Easement cost	\$ 25,000	Crested Butte Land Trust transaction cost
Transaction costs & due diligence	\$ 150,000	Appraisal, survey inventory, ESA, geology, legal review, title & closing
Management plan	\$ 50,000	Land management and stewardship plan cost
Critical water & access	\$ 100,000	Finalize safe water access, USFS permitting, and access items necessary for ongoing and permanent protection of property
Total Use of Funds (Purchase & Protection)	\$ 2,390,000	
Additional Budget Obligations		
Additional Budget Obligations	Amount	Description
<i>After purchase and protection phases, AVLT is obligated to raise funds to cover the following additional short-term budget needs.</i>		
Restoration	\$ 525,000	
Deferred maintenance	\$500,000	Building safety and repair
Stream restoration	\$25,000	Removal of construction materials and debris
Stewardship & Programming	\$ 585,000	
Outdoor Education partnership planning	\$100,000	Facilitation, program design and partner development
Long-term management staff	\$485,000	on-site staff and seasonal programming for 5-years
Total Add'l Budget (Restoration & Stewardship)	\$ 1,110,000	
Total Project Budget	\$ 3,500,000	

Source of Funds		
Source of Funds	Amount	Description
Secured	\$ 2,817,336	
Great Outdoors Colorado	\$1,000,000	secured contribution
Pitkin County	\$ 890,000.00	secured contribution
City of Aspen	\$200,000	secured contribution
Ruth H. Brown Foundation	\$100,000	secured contribution
Michael E. McGoldrick Charitable Foundation	\$10,000	secured contribution
Anonymous	\$250,000	secured contribution
The Austin Memorial Foundation	\$30,000	secured contribution
Kate Ridgway & Rick Holmstrom	\$100,000	secured contribution
Anonymous	\$200,000	secured contribution
Sandy & Susan Jackson	\$15,000	secured contribution
Gifts under \$10,000	\$22,336	additional community support secured
Pending	\$ 250,000	
Gunnison County	\$100,000	pending - Land Preservation Fund
Aspen Education Foundation	\$100,000	pending
Cross Family Foundation	\$25,000	pending - 11/1/2023
Alpine Bank	\$25,000	pending
AVLT in-kind services	\$95,000	
Total Funds (Secured & Pending)	\$ 3,162,336	
Shortfall (counting both secured & pending)	\$ 337,664	Funds still needed to be raised, even if pending funds are secured.
Shortfall (counting only secured funds)	\$ 682,664	Funds still needed if pending funds are not secured

EXPANDING OUTDOOR EDUCATION EXPERIENCES

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This campus was the home of the very first Outward Bound course in America in 1962. For nearly 60 years, this property was used by Outward Bound to train and organize students prior to heading out on wilderness excursions and welcome them back after their wilderness experience was complete. The campus borders the White River National Forest to the north, includes nine bunk cabins (one with ramp entry), a dining hall with a fireplace and kitchen, gear and tool storage structure, a high ropes course, a bath/shower house, an office, infirmary, and several apartments.



This high-alpine educational property is adjacent to AVLT's Chapin Wright Marble Basecamp, acquired in 2016 with generous support from Great Outdoors Colorado, Flatirons Foundation, Stephen M. Seay Foundation, Gunnison County Land Preservation Board, and many more.

Utilized and loved by Aspen Middle Schoolers for more than 55 years, when the Chapin Wright Marble Basecamp property went on the market, a middle school teacher stepped up quickly to work with AVLT and help save this 50-acre alpine retreat for the next generations of Aspen Middle School students and more. That former middle school teacher, Brian Hightower, joined the AVLT staff as our Outdoor Education Coordinator and AVLT has so far expanded the program to seven schools across five counties and worked with several nonprofit partners, reaching thousands more kids since 2016 that may have never had this opportunity without a special place in nature like this.



To create these opportunities and outcomes for kids, AVLT began with a process that included listening sessions with educators, administrators, and community partners to learn how AVLT and the community could overcome identified barriers to access schools typically encounter when exploring outdoor education programs. From this input, we created a free, customizable program with all the required infrastructure and optional curriculum offerings. With this model, schools can lead a turn-key trip in an inspiring setting and focus on their students rather than logistics and coordination.

Since the Outward Bound programs were halted at the onset of COVID-19, the opportunity to grow programs and support local partners has been waiting. Today, you can help inspire many more students, help grow the next generation of land stewards, and save an incredible landscape under threat.

Threats to conservation values and public benefits

This property is vulnerable to significant development and high-impact use. Marble is a rural town that has seen exponential growth and record-breaking tourism and recreation over the past several years. New commercial projects are underway and could easily take advantage of the sale of this property. The COBS campus consists of 10 buildings, including a dining hall with a commercial kitchen, bunk cabins, staff apartments, and bath houses that would make this an appealing property for a commercial operation to secure, severely altering the land use from a community-focused educational facility.

The property is bordered by National Forest to the north and has a small strip of forest to the east, which borders AVLT's Marble Basecamp. These 42 acres rank high in our conservation analysis for wildlife habitat, specifically winter elk and deer habitat. Colorado Parks and Wildlife biologists have identified important winter concentration areas and severe winter range for elk herds of the Crystal Valley that encompasses the site and extends into surrounding forest service land. Seasonal closures for calving play a major role in Marble Basecamp's land management plan and would be replicated for this property as well if under AVLT ownership. The property also provides suitable habitat for mule deer, moose, black bear, mountain lions bobcats and number of small mammal species. Potential habitat for Canada lynx, a federal threatened species, with high capacity for winter use has been identified in the area. If acquired by a private or commercial owner, the disturbance of this sensitive wildlife habitat would undoubtedly spill over and negatively impact the habitat at Marble Basecamp.



The one-of-a-kind experience AVLT has helped maintain with the community is also at risk if we are unable to purchase and protect the neighboring property. Safeguarding the experience at Chapin Wright Marble Basecamp is critically important to the future of the property and program. **As the oldest land trust in Colorado, AVLT is a well-respected collaborator of the region's partners and is uniquely positioned to convene the support and participation required to make this project successful.** The potential scale and inclusiveness of an expanded Basecamp experience could be a model for land trusts and outdoor education programs across the state. The window to purchase and protect this property and the future of outdoor education is small. AVLT is scheduled to close on the purchase October 3, 2023.



Opportunity to enhance partnerships, outdoor education, and community vitality

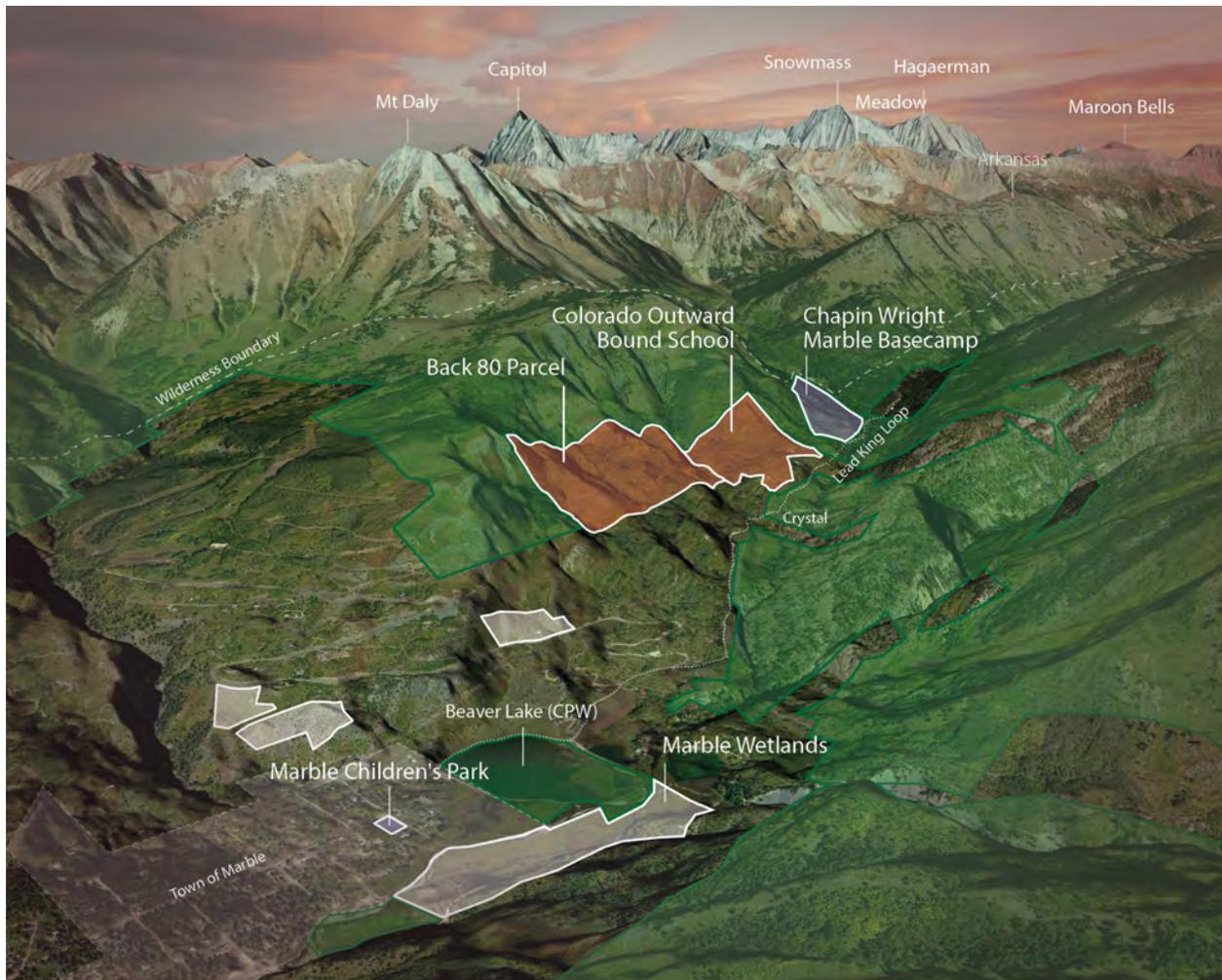
This project could positively impact all students in the region, the Town of Marble and its residents, and many of us who enjoy the natural beauty and character of this incredible place. Year over year, AVLT has increased the number of students, schools, and nonprofits served through this program. But even with continuous growth, the unfortunate reality is that many kids are still not able to easily access these learning opportunities. An expanded Marble Basecamp including both the COBS campus and Chapin Wright campus would offer use to a greater capacity and wider variety of community members than we are currently able to provide. As owners, AVLT will

be in a position to create an inclusive and diverse list of partners and make the entry-point to getting learning outside much more accessible.

This project supports AVL's organizational strategic plan goals of providing equitable and inclusive outdoor access to a wide breadth of diverse youth and locals. We have identified and initiated discussions with nine potential partners, including all of the local school districts, Latino and/or Hispanic-led organizations, nonprofits focused on opportunities for at-risk youth and those providing Autism services, and more. These many partners will help balance equity for the future of these programs and restore a connection to land for many who have lost it.

The Outward Bound campus is currently unutilized and has not been occupied since it closed in March 2020. There is a large degree of deferred maintenance that would require time to address before opening it back up to users, allowing AVL time to conduct further research and work with partners to develop a sustainable program structure. When this campus is opened again, AVL wants to ensure the community, especially those who have historically been excluded from similar programs, are leading the vision and use for this special place.

EXPANDING OUTDOOR EDUCATION EXPERIENCES MAPS



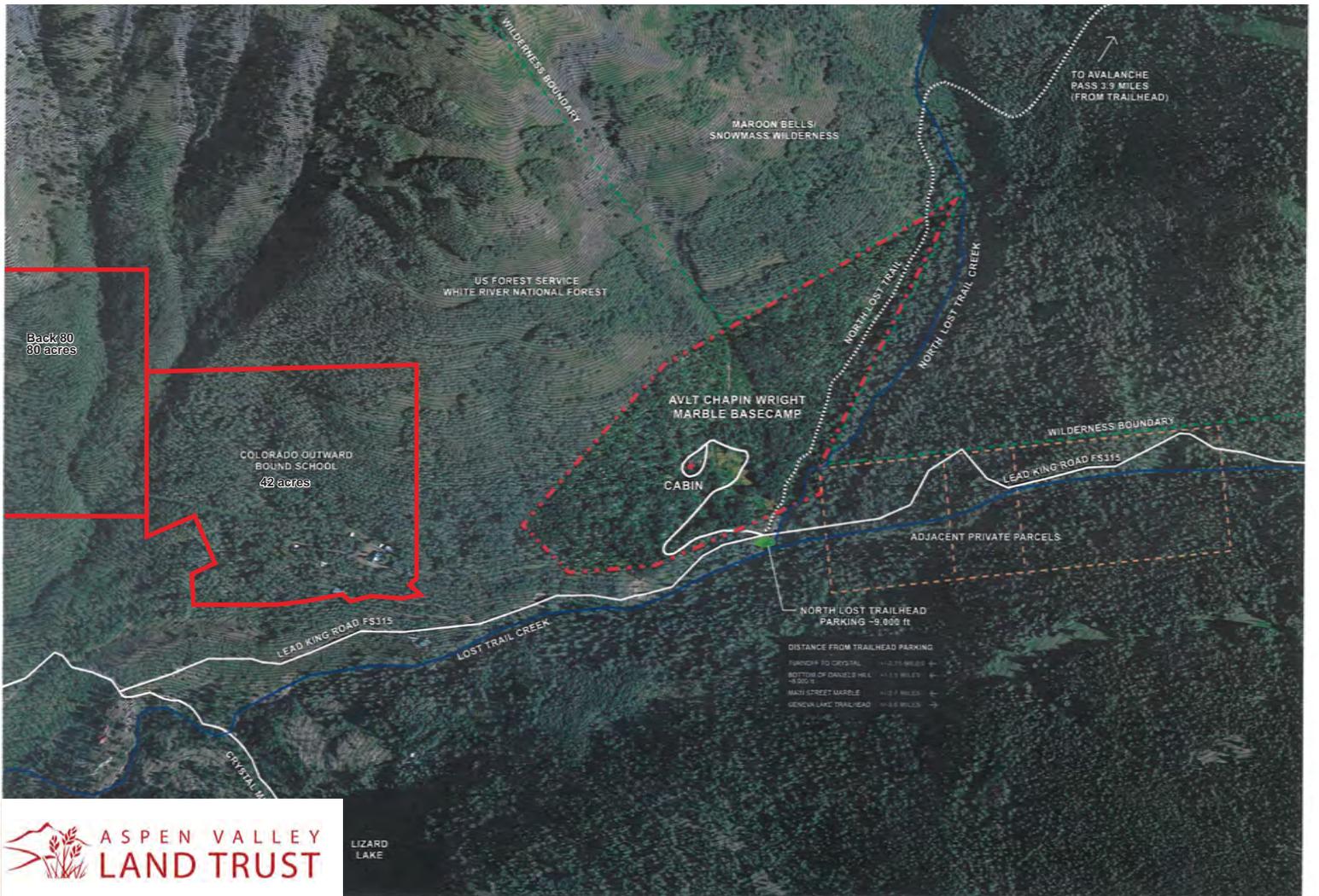
- Expanded Basecamp Project (to be acquired)
- Private land conserved through AVL
- Land owned and protected by AVL
- Public land





- Project properties
- AVLT Easements
- CPW Property
- USFS

Colorado Outward Bounds (COBS)
Colorado Parks and Wildlife
Species Activity Mapping - Elk
 Base Map: 2021 NAIF



LIZARD LAKE



Bunk cabin with Elk Range in the background.



Summer view of bunk cabins.



Winter view from Property



Dining Hall with basement storage.

AVLT's Marble Basecamp - Budget Detail

Gunnison County Land Pres Fund application - 1.17.24

Budget		
Use Of Funds Requested	Amount	Description
<i>Funds requested from Gunnison Land Preservation Fund will be applied to this area.</i>		
Purchase	\$ 2,065,000	
Outward Bound campus acquisition	\$ 1,850,000	42-acre campus with water rights (FMV = \$1.93M)
Back 80 land acquisition	\$ 215,000	Undeveloped 80-acre parcel adjacent to OB campus
Protection	\$ 325,000	
Conservation Easement cost	\$ 25,000	Crested Butte Land Trust transaction cost
Transaction costs & due diligence	\$ 150,000	Appraisal, survey inventory, ESA, geology, legal review, title & closing
Management plan	\$ 50,000	Land management and stewardship plan cost
Critical water & access	\$ 100,000	Finalize safe water access, USFS permitting, and access items necessary for ongoing and permanent protection of property
Total Use of Funds (Purchase & Protection)	\$ 2,390,000	
Additional Budget Obligations		
Amount	Description	
<i>After purchase and protection phases, AVLT is obligated to raise funds to cover the following additional short-term budget needs.</i>		
Restoration	\$ 525,000	
Deferred maintenance	\$500,000	Building safety and repair
Stream restoration	\$25,000	Removal of construction materials and debris
Stewardship & Programming	\$ 585,000	
Outdoor Education partnership planning	\$100,000	Facilitation, program design and partner development
Long-term management staff	\$485,000	on-site staff and seasonal programming for 5-years
Total Add'l Budget (Restoration & Stewardship)	\$ 1,110,000	
Total Project Budget	\$ 3,500,000	

Source of Funds		
Amount	Description	
Secured	\$ 2,817,336	
Great Outdoors Colorado	\$1,000,000	secured contribution
Pitkin County	\$ 890,000.00	secured contribution
City of Aspen	\$200,000	secured contribution
Ruth H. Brown Foundation	\$100,000	secured contribution
Michael E. McGoldrick Charitable Foundation	\$10,000	secured contribution
Anonymous	\$250,000	secured contribution
The Austin Memorial Foundation	\$30,000	secured contribution
Kate Ridgway & Rick Holmstrom	\$100,000	secured contribution
Anonymous	\$200,000	secured contribution
Sandy & Susan Jackson	\$15,000	secured contribution
Gifts under \$10,000	\$22,336	additional community support secured
Pending	\$ 250,000	
Gunnison County	\$100,000	pending - Land Preservation Fund
Aspen Education Foundation	\$100,000	pending
Cross Family Foundation	\$25,000	pending - 11/1/2023
Alpine Bank	\$25,000	pending
AVLT in-kind services	\$95,000	
Total Funds (Secured & Pending)	\$ 3,162,336	
Shortfall (counting both secured & pending)	\$ 337,664	Funds still needed to be raised, even if pending funds are secured.
Shortfall (counting only secured funds)	\$ 682,664	Funds still needed if pending funds are not secured



March 16, 2023

Great Outdoors Colorado (GOCO)
303 E. 17th Avenue, Suite 1060
Denver, CO 80203

RE: Colorado Outward Bound School Letter of Support — Marble Outdoor Education Campus

Dear Selection Committee,

On behalf of the Colorado Outward Bound School (COBS), I am writing to express support for Aspen Valley Land Trust's land acquisition grant proposal to acquire and forever protect Colorado Outward Bound School's historic outdoor education campus in Marble. COBS supports the vision of preserving the legacy of this special place and its purpose and impact as an outdoor education facility. COBS has solicited proposals from regional partners including Aspen Valley Land Trust to help further COBS's goals of protecting the mission and legacy of the Marble property. Although our Board is in the process of reviewing proposals, we are confident AVLT would be an excellent steward of this resource.

While we are sad to let this beautiful property go, COBS was compelled to take the Marble base camp offline in 2020 during the height of COVID-19 and has been unable to reopen the basecamp while rebuilding from the pandemic. COBS has concluded that our strategic focus should be devoted to our primary basecamps in Leadville, Colorado and Moab, Utah, and that we cannot independently utilize the Marble property to its fullest potential. Aspen Valley Land Trust's goal to provide a broader reach to the region's youth is aligned with COBS's hopes for the future of the property. GOCO's support could make this vision of offering this property and its experiences to a broader group of educators, partners, and inclusive organizations a reality.

The campus in Marble is the first Outward Bound campus in the nation, established in 1962. This campus was created to provide character-building experiences for young people by teaching "through the wilderness not for the wilderness." Over the past six decades, this landmark property has provided transformational experiences for thousands of students of all ages and walks of life. AVLT's plan to not only continue but also expand this legacy—protecting the spirit of outdoor education and expanding the Marble base camp's unique offerings to more students—would honor our founders, donors, and the long history of Outward Bound students and staff that have accessed and cared for this mountaintop wilderness retreat.

We are grateful to Great Outdoors Colorado for your history of support for outdoor education in Marble through AVLT's adjacent Chapin Wright Marble Basecamp and believe AVLT is uniquely positioned in this region to advance equitable outdoor education to transform the next generation of leaders and land stewards. AVLT's potential ownership of the campus creates an opportunity to provide equitable access to students of the region that traditionally



lack such access. We encourage GOCO to fully fund this grant proposal to purchase and forever protect a piece of our nation's outdoor education history.

Thank you to GOCO for all that you do to protect some of Colorado's most treasured resources and provide access to the outdoors for students of all ages and backgrounds. We are truly grateful for this partnership. If you have any questions, please do not hesitate to contact me at lschmidt@cobs.org or 303.676.8240.

Very truly yours,

Lauren Schmidt
Executive Director

March 17, 2023

Great Outdoors Colorado (GOCO)
303 E. 17th Ave, Ste 1060
Denver, CO 80203

Town of Marble Supports AVLТ's Campaign to Protect the Marble COBS Campus

Dear GOCO Project Selection Committee,

The Town of Marble, Colorado would like to express our support of the Aspen Valley Land Trust's (AVLT) GOCO funding request for purchasing and protecting the 42-acre Colorado Outward Bound School (COBS) property on Lead King Loop Road in Marble. We believe that AVLТ's efforts to forever protect the property with a conservation easement and to open its use up to students and partners from throughout the region is in the best interest of our local community and environment.

As a small community located in a pristine high-alpine valley, it is our responsibility to ensure that our lands are managed in a way that protects our local ecosystems and wildlife habitat, while also benefitting the health of our community. With a strong background in habitat restoration, land management, partnering with the Town of Marble, and offering outdoor education for public schools, it is only fitting for AVLТ to own and manage the outdoor education campus. We strongly believe that AVLТ's management practices and experiences make them best suited to manage the property for the benefit of wildlife and our local youth alike. They own and operate the property directly next door and have been a beneficial asset to our community.

The Town of Marble has enjoyed a long working relationship with AVLТ, and our community has benefitted from AVLТ's projects in the Upper Crystal River Valley. AVLТ's Marble Basecamp, next door to the COBS campus, has been used for outdoor education by the Marble Charter School for years. Most recently, the Town has worked closely with AVLТ on restoring and activating the AVLТ-owned Marble Children's Park as a place for our entire community to use and enjoy. The Town of Marble is excited to support another AVLТ project in our region, and we look forward to continuing our relationship for years to come.

The COBS campus has a special place in Marble's local history. Its legacy as Colorado's earliest outdoor education facility is important to our community and is worth protecting. Especially as our valley faces the pressures of increasing growth and use, it is crucial for our community to ensure that the COBS campus is respectfully managed for wildlife and community.

The Town of Marble encourages you to support AVLТ's funding request to purchase, protect, and preserve the Colorado Outward Bound School for the future use of our local schools and community.

Sincerely,



Emma Bielski
Mayor Pro Tem



Gunnison County Board of County Commissioners

Phone: (970) 641-0248 • Fax: (970) 641-3061

Email: bocc@gunnisoncounty.org • www.GunnisonCounty.org

March 7, 2023

Great Outdoors Colorado (GOCO)
303 E. 17th Avenue, Suite 1060
Denver, CO 80203

RE: Support for Aspen Valley Land Trust's Campaign to Save the Marble COBS Campus

Dear Board of Great Outdoors Colorado,

We the undersigned Gunnison County Commissioners are writing in support of the Aspen Valley Land Trust's (AVLT) request for \$950,000 from GOCO's Land Acquisition Fund to acquire and forever protect the historic Colorado Outward Bound School campus in Marble. Gunnison County has supported AVLT's efforts to advance free and accessible outdoor education in the Upper Crystal River Valley in the past and we believe that AVLT's current campaign is crucial for protecting key wildlife habitat and advancing opportunities for a diverse group of young people in the Upper Crystal River Valley.

Our *Upper Crystal River Master Plan* lists twelve "Common Community Core Values" and seven key goals for the region. We believe that AVLT's efforts to protect the 42-acre property and open its use up to more students from across the region is aligned with and advances all our stated community values and goals. This project greatly advances our top three stated community values from the *Upper Crystal River Master Plan*:

1. We value our independence, individuality, and the challenge & responsibility of living in the Upper Crystal River Valley.
2. We value our open spaces, our pristine environment, and our access to natural lands.
3. We value our children and the educational opportunities we have developed for them.

The Marble outdoor education property represents an important legacy for the Upper Crystal River Valley that is worth protecting and advancing in perpetuity. Gunnison County is proud to be home to such a rich legacy of outdoor education in Colorado and beyond. By forever protecting and activating the historic outdoor education campus, we strongly believe we can build upon that legacy to grow the next generation of land stewards and community leaders in the Upper Crystal River Valley.

The Gunnison County Board of Commissioners voted on 7th day of March 2023 to actively support this project. We are also pleased to know that AVLT is applying to the Gunnison Valley Land Preservation Board for additional matching funds for the project. We encourage you to fully fund Aspen Valley Land Trust's GOCO funding request to purchase and forever protect the Colorado Outward Bound School Campus.

Sincerely,

Gunnison County Board of Commissioners

A blue ink signature of Jonathan Holck, Commissioner.

Jonathan Holck, Commissioner

A blue ink signature of Liz Smith, Commissioner.

Liz Smith, Commissioner

A blue ink signature of Laura Puckett Daniels, Commissioner.

Laura Puckett Daniels, Commissioner



March 7, 2023

Great Outdoors Colorado (GOCCO)
303 E. 17th Avenue, Suite 1060
Denver, CO 80203

Pitkin County's Board of County Commissioners and Open Space and Trails Board Support Aspen Valley Land Trust's (AVLT) purchase of COBS' Marble Basecamp. AVLT has continuously stepped up in our community as a problem solver and community asset. Their current goal to purchase COBS' outdoor education campus to further their holistic management of the region's natural resources and increase the community's reach of providing outdoor education opportunities to the youth is admirable and will be such a huge add to our region.

I have reviewed this project with both Pitkin County's Board of County Commissioners and Open Space and Trails Board. Both boards support Aspen Valley Land Trust's (AVLT) purchase of Colorado Outward Bound School's Marble Basecamp. Pitkin County and its constituents benefit directly from Aspen Valley Land Trust's work. This includes but is not limited to their existing Chapin Wright Marble Basecamp, adjacent to COBS' Marble Basecamp, Marble Children's Park, and the Marble Wetlands. The combination of the two campuses could allow AVLT and partnering organizations to offer a very influential outdoor education curriculum to the students of the region.

Additionally, the protection of this property from alternative, possibly commercial, uses is fully in line with our Regional Resource Management Plan. The Pitkin County Board of County Commissioners, along with the Pitkin County Open Space and Trails Board have pledged \$500,000 towards this acquisition. We request that you give AVLT's grant application your most careful consideration.

With full support,

Dale Will
Director of Acquisitions
Pitkin County Open Space and Trails

FROM THE FRIENDS OF MARBLE and COBS TO THE ASPEN VALLEY LAND TRUST:

Three score years ago a small group of inspired educators came to this mountain bench 9,000 feet high in the Colorado Rockies to create mountaineering adventures for American youth that would refresh their souls, create new beginnings, and open their eyes to unimagined horizons through the nurturing of their physical and mental strengths, helping them become the best they can be. We share a deep affection for the growth and awakenings that germinated in this Aspen grove whose leaves reach for the blue Colorado sky, full of dreams, whose roots clutch the Earth from which life springs, keeping them stable and connected to the source of life, and whose trunks stand tall and straight, dancing in the wind and singing in the snow.

As we pass on to AVLT the collective memories which ring throughout this grove—we invite you to add your own to the symphony of joys that happen here. We leave you with our hopes for what can be accomplished on this hillside, where the air is thin and clean, and fills one's lungs with the strength and optimism that help dreams come true—here between heaven and earth. The future is empty just waiting for you to fill it with new dreams and aspirations. This place can continue to be the launching path for the first day of the rest of their life, as it has been for many young people.

This basecamp has always been here for us, and now it is time to pass it on to you, to share with many more. May it continue to bring the same joys and delights it has to us, for years to come. It is awaiting the next dance with you....

September, 2023

Chris Brown
4340 13th St.
Boulder, CO 80304
CB@ChrisBrownPhotography.com
303-449-7532

Partners Show Support!

Please watch the video at the link below for a show of support for this unique project. So many partners and programs in this area could benefit from an expanded outdoor education campus. Aspen Valley Land Trust is a perfect leader for this project due to their unique mission to not only raise the next generation of land stewards but also to demonstrate good stewardship through their own land management practices. Creating a synergy among the two campuses and a programs-based learning will be such a beneficial asset to the community at large.

Thank you, GOCO, for your consideration in this impactful project.

<https://youtu.be/B1uXFeeUCLU>



"If you don't want it printed, don't let it happen."

Aspen Daily News

Aspen Daily News Staff Report
Aug 4, 2023



Aspen Valley Land Trust is scheduled to close on the purchase of the Colorado Outward Bound School basecamp property in Marble on Oct. 3. The nonprofit received a \$1 million grant from Great Outdoors Colorado to help with the purchase.

Courtesy of AVLT

Aspen Valley Land Trust is saying thanks a million to Great Outdoors Colorado for help purchasing the Colorado Outward Bound School basecamp in Marble.

Great Outdoors Colorado, also known as GOCO, awarded a \$1 million grant from its land acquisition program to help with the purchase. The purchase is scheduled to close on Oct. 3. AVLT said it is working with several additional funding partners and community supporters to reach a \$3.2 million goal.

GOCO's funding will be directed toward the acquisition of the land and natural assets associated with the property. Other funds will cover the remaining purchase price, restoration needs and organizational capacity to support the project, according to AVLT.

The Colorado Outward Bound School was founded in 1962. The 42-acre property represents the first Outward Bound campus in the United States and a legacy of outdoor education. The purchase will protect the site and help AVLT and regional partners expand equitable outdoor access to youth and surrounding communities. The basecamp includes bunk cabins, a dining hall and several other structures that will help organizations reduce barriers to youth spending time outdoors.

"This is an incredible opportunity to protect this region's history, wildlife and future of outdoor education and relationship to conservation," AVLT Executive Director Suzanne Stephens said in a statement. "We are incredibly grateful to GOCO for making this project a possibility and to our community for supporting visionary projects like the acquisition of this campus."

AVLT has received \$1.9 million in funds and pledges. To learn more about the project and donate, visit avlt.org/save-outdoor-ed.

THE ASPEN TIMES | ATW ASPEN TIMES WEEKLY Snowmass Sun

Land trust buying Marble Base Camp from Outward Bound

Staff report
The Aspen Times

The Aspen Valley Land Trust announced Friday it is under contract to purchase the historic Colorado Outward Bound School Marble Base Camp, scheduled to close Oct. 3.

"This is an incredible opportunity to protect this region's history, wildlife, and future of outdoor education and relationship to conservation," said the land trust's Executive Director Suzanne Stephens. "We are grateful to everyone involved to date and to our community for supporting big, visionary projects like the acquisition of this campus."

The Marble Base Camp has been owned and operated by Colorado Outward Bound School since 1962 as a site for youth outdoor education and

leadership programs and has historical significance as the first Outward Bound base camp in the United States.

In the 1970s, Outward Bound acquired its primary Colorado base camp in Leadville. Colorado Outward Bound continued to operate the Marble Base Camp through 2019 but had to stop programming in 2020 due to the COVID-19 pandemic.

The organization decided that the best course of action would be to sell the asset to a local, mission-driven buyer who will continue to utilize the facility for outdoor education, including continued support for the organization's own expeditionary programs.

"Our dream for Marble was to honor the history of this special property as the first Outward Bound Base Camp in the United

States and preserve its legacy as a site for outdoor education and exploration," said Colorado Outward Bounds' Executive Director Lauren Schmidt. "We are thrilled to be entrusting the Marble Base Camp to AVLT, who shares our commitment to outdoor education and preservation and will help make this dream a reality."

The land trust purchased the neighboring property, Chapin Wright Marble Basecamp, in 2016 with community support and has since expanded programming to schools and non-profits in the Roaring Fork, Colorado River, and North Fork valleys.

Purchasing the Marble Base Camp will expand program capacity by providing a more accessible space that includes cabins and dining facilities, land trust officials said. They said

the land trust will continue and grow the outdoor-education model established at Chapin Wright Marble Base Camp with a focus on serving children who have not historically had access to outdoor education experiences.

The partnership aims to protect the regional and national legacy of the Marble Base Camp as one of the original homes of the expeditionary learning movement in the United States.

To save this historic campus, Aspen Valley Land Trust is working with several funding and programming partners and launching a public campaign, officials said. To learn more and donate, visit avlt.org/save-outdoor-ed. For more information on how to support Colorado Outward Bound programs, visit cobs.org.



COURTESY PHOTO

An eighth-grader in an outdoor program completes the high rope at Marble Base Camp.

This Week:
5 ~ WE-cycle
8-9 ~ Calendar
10 ~ Mtn Fair
11-14 ~ Español
18-19 ~ Gov't

the Sopris Sun

Your nonprofit community newspaper

Volume 15, Number 25 | July 27, 2023 - August 2, 2023

AVLT to purchase Marble Outward Bound campus

By Will Buzzerd
Sopris Sun Correspondent

On July 17, conservation organization Aspen Valley Land Trust (AVLT) announced that it signed a contract to purchase the historic Colorado Outward Bound School (COBS) Marble Base Camp. This purchase of 42 acres of open land, wildlife habitat and COBS's historic campus is scheduled to close on Oct. 3. Although under contract, AVLT is searching for investors both to assist in the purchase and to restore the campus so that it can continue to educate future generations of youth about coexisting with the great outdoors.

AVLT is a nonpartisan nonprofit dedicated to the permanent conservation of land in the Roaring Fork and Colorado River valleys. Primarily through conservation easements and the purchase of land, over the past 56 years AVLT has worked with both public offices and private owners to conserve over 67 square miles of land. Earlier this year, AVLT celebrated multiple landmark conservation achievements on the Roan Plateau and on ranchland in the Capitol Creek valley, signing easements and preserving important wildlife corridors in perpetuity.

Even those unfamiliar with their work are likely familiar with the land they've preserved. In 2017, AVLT purchased the current gateway at the base of Red Hill, ensuring community access to its extremely popular trails for all time.

However, AVLT's efforts are not limited solely to land preservation. The organization also hosts events for like-minded conservationists as well as outdoor education programs at Coffman Ranch in Carbondale.

Outward Bound, for those unaware, is a network of international outdoor education organizations originally founded in the United Kingdom in 1941. Since its inception, Outward Bound has been guided by principles of experiential learning in the outdoors.

Founded in 1962 by Josh Miner, the campus in Marble was the first Outward Bound campus in America. In COBS's first year, 80 students attended the school. In the 40 years since, more than 600,000 have participated in Outward Bound programs across the U.S. — all stemming from that one place in Marble.

Currently, COBS's primary basecamp is located in Leadville. The Marble campus hosted programs since its inception and through 2019. Then, the COVID-19 pandemic in 2020 resulted in its shutting the gates. Since then, COBS has decided that the best solution for the historic space would be to sell it



A view of the dining hall at the Marble Outward Bound Campus. Though the facilities have sat empty since 2020, AVLT hopes that with support from investors the campus will soon be restored to its former glory. Courtesy photo

to a local organization driven by the same goals of outdoor learning.

"We are thrilled to be entrusting the Marble Base Camp to AVLT, who shares our commitment to outdoor education and preservation and will help make this dream a reality," stated COBS Executive Director Laura Schmidt.

The campus is currently equipped with bunks, a dining hall, kitchen, bathhouses and staff housing. However, the infrastructure is in need of restoration, and AVLT hopes to attract investors to provide the financial resources to make this historic space usable for education programs for future generations of youth.

"This project is not one that AVLT seeks to do alone. It will take a village to save this special place, invest in its permanent conservation and safeguard its future use for outdoor education," AVLT's website states.

In addition to partnering with possible investors, AVLT will also continue to host COBS programs on the property for part of each summer, preserving a bit of its history.

The COBS campus is also conveniently located adjacent to the Chapin Wright Marble Basecamp, a 47-acre homestead already in use by AVLT for youth outdoor education programs.

The Chapin Wright Basecamp was purchased in 2016 with both community support and grants from Great Outdoors Colorado and the Flatirons Foundation. Although AVLT provides access and group gear, the organization doesn't host its own programs, and instead schools, nonprofits and youth groups of all types reach out to AVLT in order to utilize the space free of charge from July to mid-October. However, the Basecamp is only equipped with fairly basic amenities — outdoor kitchen, backcountry toilets and two large tents for a maximum of fifty people — so the potential restoration of the COBS campus represents a major step up in infrastructure, accessibility and program capacity.

Notably, the 42 acres of land in Marble are also sensitive elk habitat, and the purchase of the campus is not only a win for experiential learning but for wildlife conservation as well.

Currently, AVLT is still seeking investors, and those interested can learn more at www.avlt.org

"This is an incredible opportunity to protect this region's history, wildlife and future of outdoor education and relationship to conservation," said Suzanne Stephens, the executive director of AVLT.

"If you don't want it printed, don't let it happen."

Aspen Daily News

Scott Condon, Aspen Daily News Staff Writer
Aug 26, 2023



There are 10 buildings on the Colorado Outward Bound School campus, 1.5 miles east of Beaver Lake in Marble. Aspen Valley Land Trust is set to acquire the buildings and surrounding 42 acres in October.

Courtesy of AVL T

Pitkin County commissioners earlier this week agreed to contribute \$500,000 to the purchase of the Colorado Outward Bound School campus in Marble even though the site is located in Gunnison County.

Commissioners voted 5-0 on Wednesday to purchase a conservation easement on the property, thereby helping to fund Aspen Valley Land Trust's purchase of the 42 acres. The commissioners said they could justify spending the funds for a site outside the county line because wildlife doesn't know boundaries and because the acquisition will benefit the environmental education of Roaring Fork Valley kids.

"We're all in this valley together," said Commissioner Patti Clapper. "This is further proof that we can work together to accomplish great things."

Dale Will, acquisitions and special projects director for Pitkin County Open Space and Trails, recommended making the investment. AVL T has a contract to purchase the campus for \$1.85 million on Oct. 3.

“We feel the conservation easement is easily worth about 28% of the total value of this property,” Will told the commissioners.

The relationship is unusual because AVLT is in the business of acquiring and monitoring conservation easements. However, Colorado law forbids an organization from holding an easement on land it owns. That’s why Pitkin County was approached. Will said the county’s involvement ensures that the property will remain undeveloped forever.

“As long as AVLT is owning and managing it we wouldn’t be too worried about things going awry up there, but this conservation easement that we would be acquiring runs with the land so no matter who owns that in the future, we will be able to ensure that it doesn’t turn into a commercial, off-road paradise of some kind or any other type of development that is inconsistent with the conservation values up there,” Will said.

While Pitkin County will acquire the conservation easement, it will be co-held by the Crested Butte Land Trust.

AVLT Communication and Engagement Director Carly Bolliger said after the meeting that Pitkin County’s contribution is a “massive step forward” with the acquisition. AVLT also received a \$1 million grant from Great Outdoors Colorado. The city of Aspen and Aspen School District have pledged \$200,000 each. Gunnison County is considering a \$100,000 contribution. Private donors also have contributed.

“Pitkin County’s commitment is huge for this project, in making it possible for us,” Bolliger said.

Colorado Outward Bound School started using the Marble property in 1962 and last used it in 2019. The organization ran into tough times during the COVID-19 pandemic and decided it must sell the site. It includes 10 buildings, with bunks, a dining hall, commercial kitchen, bathhouses and staff housing. Many of the structures need repair.

AVLT already owns the Chapin Wright Marble Basecamp on 48 acres of land outside of Marble. It has been available to school and youth groups’ outdoor education since it was acquired in 2016. The Outward Bound property is adjacent to Basecamp, separated by a narrow swatch of national forest. Both properties are a couple miles east of Beaver Lake in Marble.

“As the owner of the Basecamp property, AVLT is concerned about the Colorado Outward Bound School property ending up as a commercial hunting lodge or base for ATV/snowmobile tours, commercial vacation rentals or other privatization that might cause conflicts with the Basecamp,” Will’s memo to the commissioners said.

AVLT’s purchase of the property will allow it to limit overall square footage that can be built, limits on individual buildings, future uses and potentially future ownership, according to Will. The existing buildings are contained in an envelope of about 5 acres. The conservation easement will prohibit development outside the envelope.

The properties also provide important habitat for elk during calving season and winter range.

While the purchase price is \$1.85 million, AVLT aims to raise \$3.2 million for its Outward Bound project to include much-needed maintenance on the existing buildings.

“We don’t know the full scope of what needs to be done,” Bolliger said.

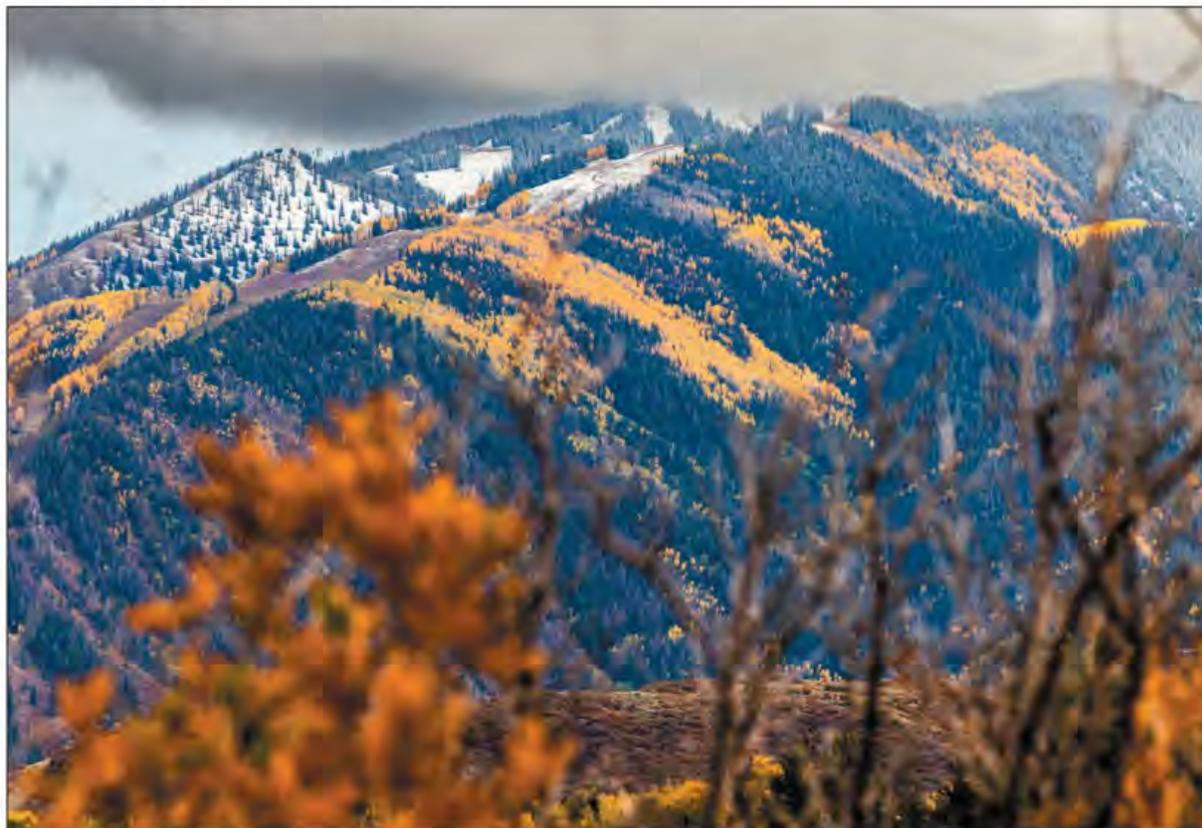
AVLT Conservation Director Erin Quinn told commissioners that the organization will be hosting volunteer service days to help improve the property.

“The easy part is buying this property, then the difficult part begins,” Quinn said.

THE ASPEN TIMES

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WHITE GOLD



AUSTIN COLBERT/THE ASPEN TIMES

A touch of winter is seen in the form of fresh snowfall among the yellow aspen trees on Aspen Mountain on Tuesday. Opening day, which is usually on Thanksgiving Day, remains a ways off, but it's an exciting start to the season.

Aspen Valley Land Trust closes on former Outward Bound land

The land is slated for use similar to Chapin Wright, outdoor education for kids

Josie Taris
The Aspen Times

Aspen Valley Land Trust closed on a 42-acre parcel of land east of Marble on Tuesday, setting AVLT on the path to double their land holdings for outdoor education targeted to local kids.

"The land has been used historically to foster the next generation of land stewards and just really get kids excited

about the outdoors and our natural resources surrounding us," said Erin Quinn, AVLT's conservation director. "AVLT is buying (the land) to continue that history."

Since 1962, Colorado Outward Bound School owned and ran the site, known as Marble Base Camp, as a site for youth outdoor education and leadership programs. It was the first Outward Bound base camp in the United States.

Programming there stopped in 2020 due to the COVID-19 pandemic, according to a press release.

AVLT purchased the campus for \$1.85 million. Along with the 42 acres, the site comes with about 10 structures, including cabins, classroom spaces, and a lodge with a kitchen.

Land trusts usually do not purchase land but instead help secure land protections — usually through conservation easements. They connect landowners with potential grants to fund the conservation easement purchase; they do not fund the

easements themselves.

"The state of Colorado has a pretty robust financial incentive program for landowners that donate conservation easements," Quinn explained. "So we're sort of a tool to allow landowners access to those funds."

AVLT has had a hand in the conservation of more than 46,000 acres in Western Colorado according to their website.

But the acquisition of the former Outward Bound Marble Base Camp is not a normal

AVLT

From page A1

AVLT operation. It's not their first land purchase, but it is still outside of their normal activity.

"The only similar acquisition that we've done is the one that's directly next door: the Chapin Wright Marble Base Camp. The sort of bread and butter of land trusts in general, including AVLT, is acquiring conservation easements," Quinn said. "Purchasing land is already in and of itself a little bit unique, which we're not foreign to, but it's not the norm."

The land is directly adjacent to AVLT's 47-acre Chapin Wright Marble Basecamp, which offers outdoor learning spaces for local youth and their teachers. She sees the Base Camp as a way to expand AVLT's outdoor opportunities to more kids.

"It's been really highlighted and very obvious that (Chapin Wright) is a bit too steep of an entry for some of the youth in the region who aren't familiar with camping or don't have the right equipment or resources," she said. "So the whole reason for this was to just lower that entry point for kids to get outside because there's cabins, and there's



ASPEN VALLEY LAND TRUST/COURTESY PHOTO

Aspen Valley Land Trust plans on the expansion of its youth-centered outdoor education offerings with the purchase of a 42-acre parcel near Marble.

a kitchen, and (schools or teachers) can bring the whole class."

And while the history of the property is steeped in youth-centered outdoor activities, the cost was a barrier to many. Quinn said AVLT's goal is to expand accessibility to all kids, regardless of economic status.

"We're planning to work with partners to offer a much more affordable (access), or a stipend, or even free programming opportunity for the region's educators," she said.

AVLT estimates that the full project cost will land around \$3.5 million, and

she said they have raised about half of that. But with the land purchased, they hit a significant milestone.

Funding for the purchase price came from AVLT's own coffers, plus private and municipal donors.

Although the site is located in Gunnison County, Pitkin County contributed \$500,000 — the donated specifically toward the conservation easement. Non-profit Great Outdoors Colorado contributed \$1 million, and the City of Aspen contributed \$200,000. An anonymous donor pledged to match community donations up to \$250,000, and many other

private funders and foundations have donated.

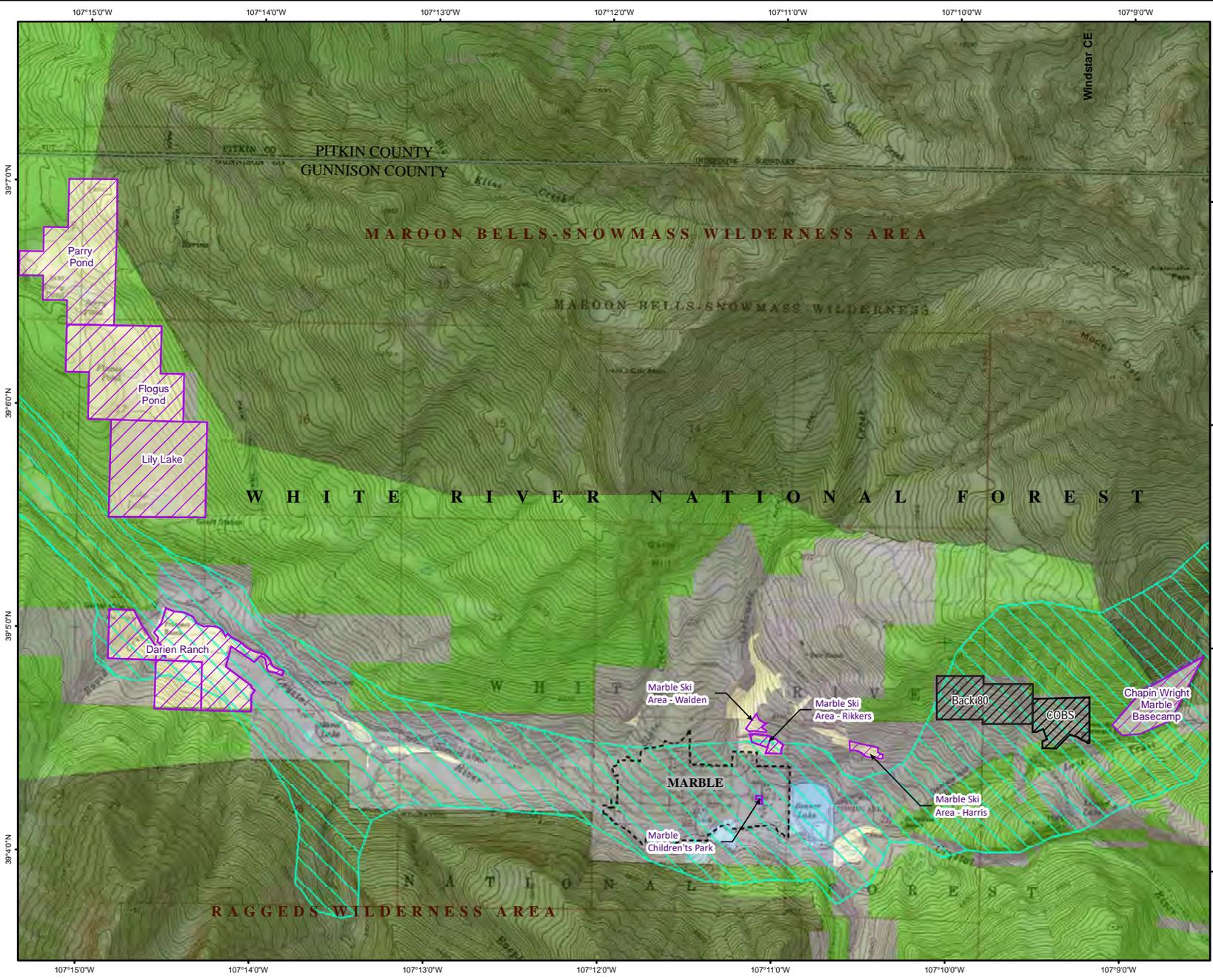
Communication & Engagement Director Carly Bollinger said AVLT is in talks with many more potential funders. And AVLT plans to approach Gunnison County soon for funding.

The project funds will go toward updating the infrastructure in the existing structures on the land and funding future programming.

Whatever future programming might look like, it will be targeted to kids, include programming for local schools and large groups, and aim to educate youth about the value of the outdoors. But the exact details of that programming will be decided with stakeholders.

"We do have some ideas of what we can offer, but we are really going to lean into what we hear from potential partners as to where that magic spot is," Quinn said.

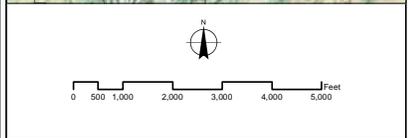
She said with the land-purchasing phase of the project complete, the next stages are working with partners to determine programming and securing the additional funding. By 2025, Quinn expects, AVLT will welcome kids on the property.



AVLT Basecamp West

Gunnison County, CO

Map 1. Location & Conservation Lands



Legend	
	Conservation Easement
	BLM
	White River National Forest
	National Forest Wilderness
	Private Land w/ AVLT Conservation Easement
	Private Land w/ Other Conservation Easement
	CNHP Potential Conservation Area
	Unprotected Private Land

Coordinate System: NAD83 State Plane Colorado Central
 Project No. 230247
 Map Created: 04-SEP-2023

Basemap Source:
 USDA-NRCS-NCGS
 Mosaicked County EDRC
 Eagle County, CO

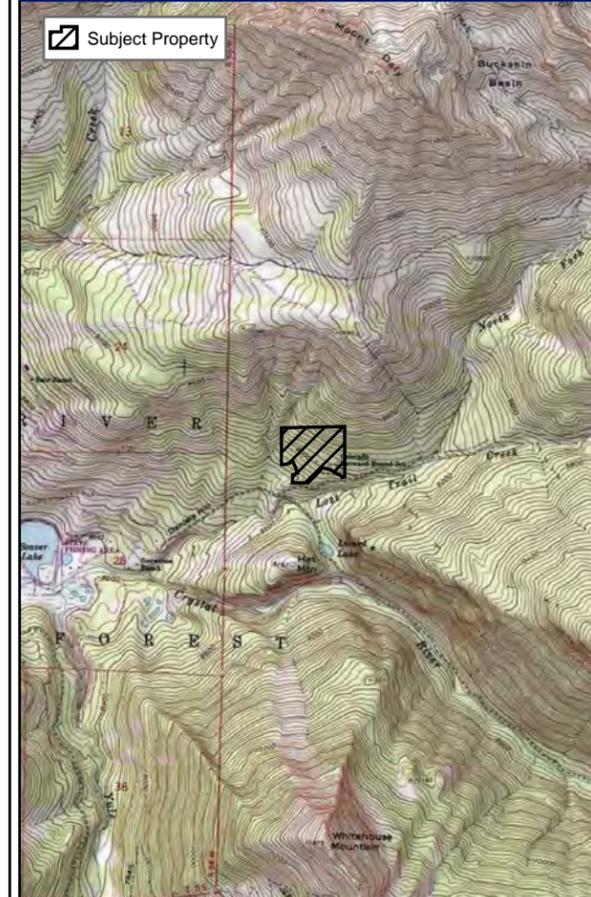
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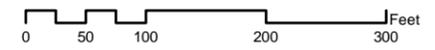
AVLT Basecamp West

Gunnison County, CO

Map 2. Topography



Subject Property



Legend	
	Property Boundaries
	Intermittent Stream
	10-foot Contour Interval

Coordinate System: NAD83 State Plane Colorado Central	Basemap Source:
Project No. 230247	USDA-FSA-APFO NAIP 2021 Mosaicked County Image Gunnison County, CO
Map Created: 14-SEP-2023	

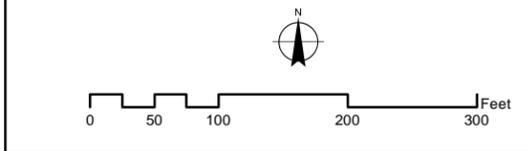
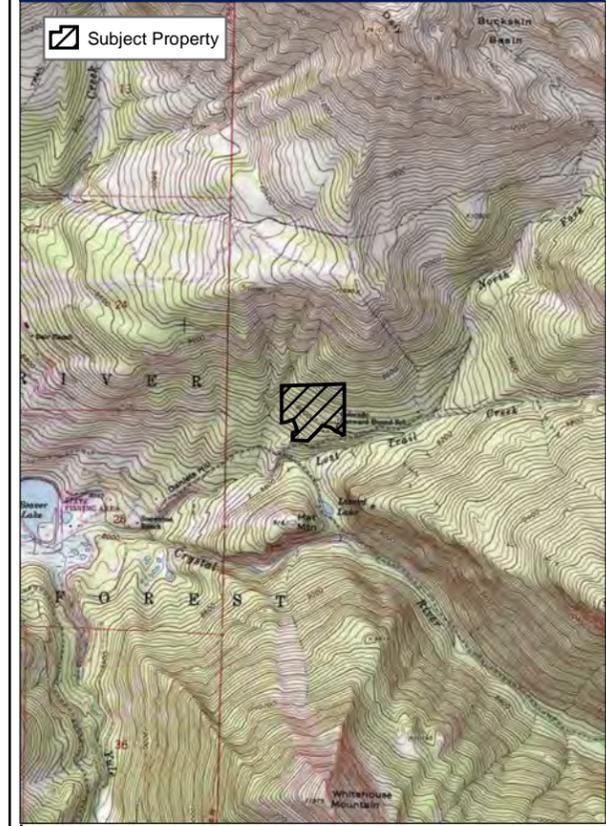
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AVLT Basecamp West

Gunnison County, CO

Map 3. Property Improvements



Legend	
	Property Boundaries
	Building/Shed
	Two-track/Grass Roads & Trails
	Holy Cross Buried Electric Easement/Trail
	Intermittent Stream
	Perennial Stream

Coordinate System: NAD83 State Plane Colorado Central	Basemap Source: USDA-FSA-APFO NAIP 2021 Mosaicked County Image Gunnison County, CO
Project No. 230247	
Map Created: 14-SEP-2023	

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Lost Trail Road (FSR 315)

107°9'30"W

107°9'25"W

107°9'20"W

107°9'15"W

107°9'10"W

39°4'45"N

39°4'42"N

39°4'39"N

39°4'36"N

39°4'33"N

39°4'45"N

39°4'42"N

39°4'39"N

39°4'36"N

39°4'33"N

107°9'30"W

107°9'25"W

107°9'20"W

107°9'15"W

107°9'10"W



AVLT Basecamp West

Gunnison County, CO

Map 4. Vegetation / Land Cover Types



Legend:

	Property Boundaries
	Cleared/Developed
	Bare Soil
	Quaking Aspen Forest Opening
	Rocky Mountain Aspen Forest and Woodland
	Rocky Mountain Subalpine-Montane Meadow
	Rocky Mountain Subalpine-Montane Riparian Woodland

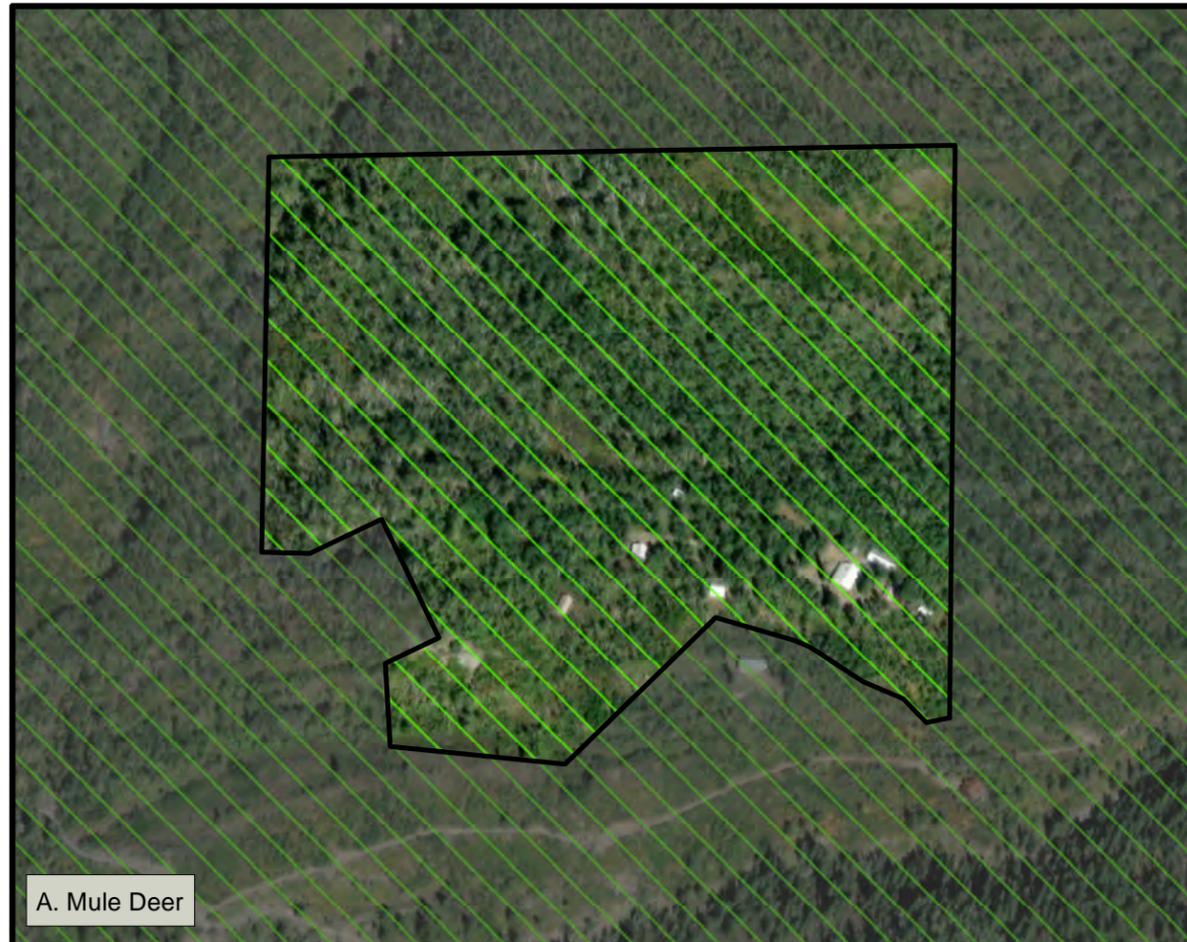
Coordinate System: NAD83 State Plane Colorado Central	Basemap Source:
Project No. 230247	USDA-FSA-APFO NAIP 2021 Mosaicked County Image Gunnison County, CO
Map Created: 14-SEP-2023	

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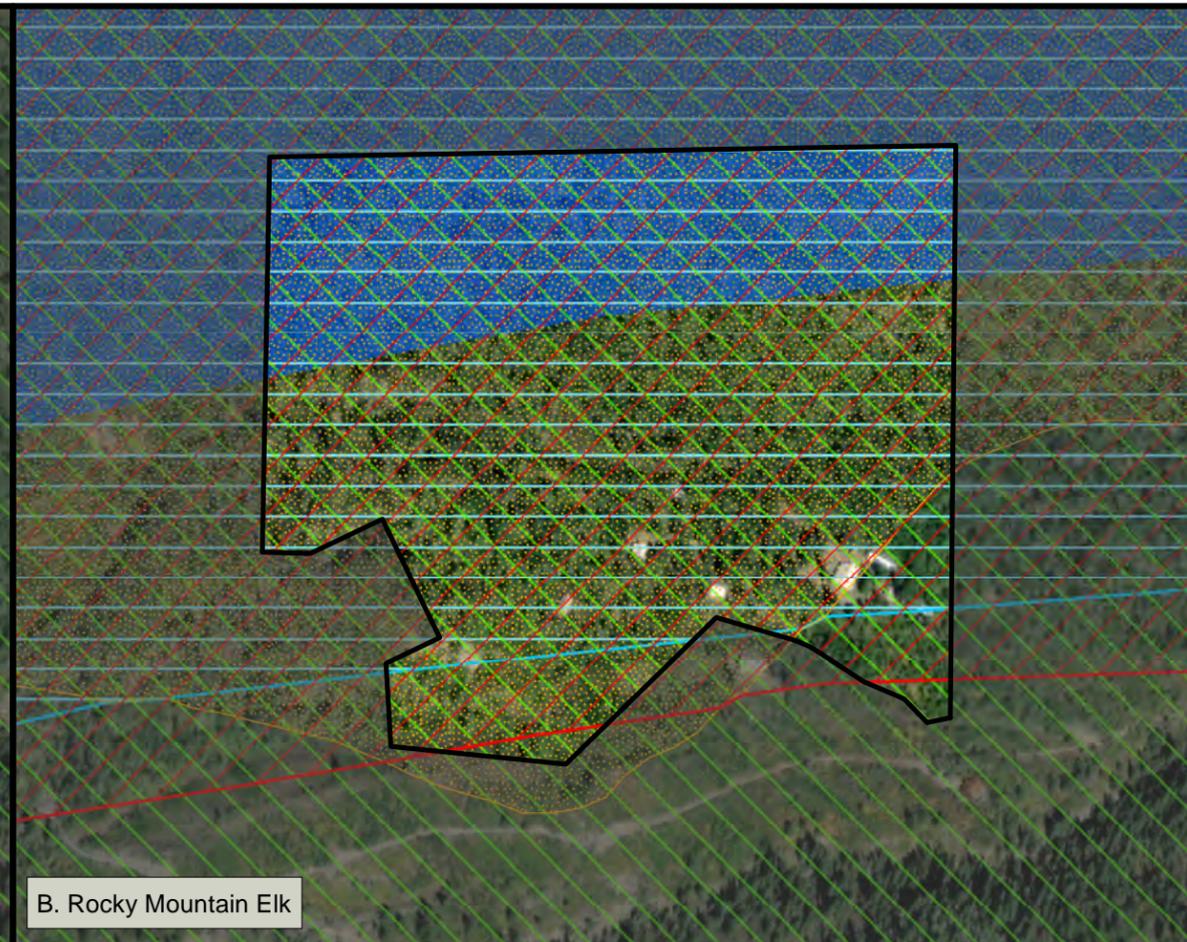
AVLT Basecamp West

Gunnison County, CO

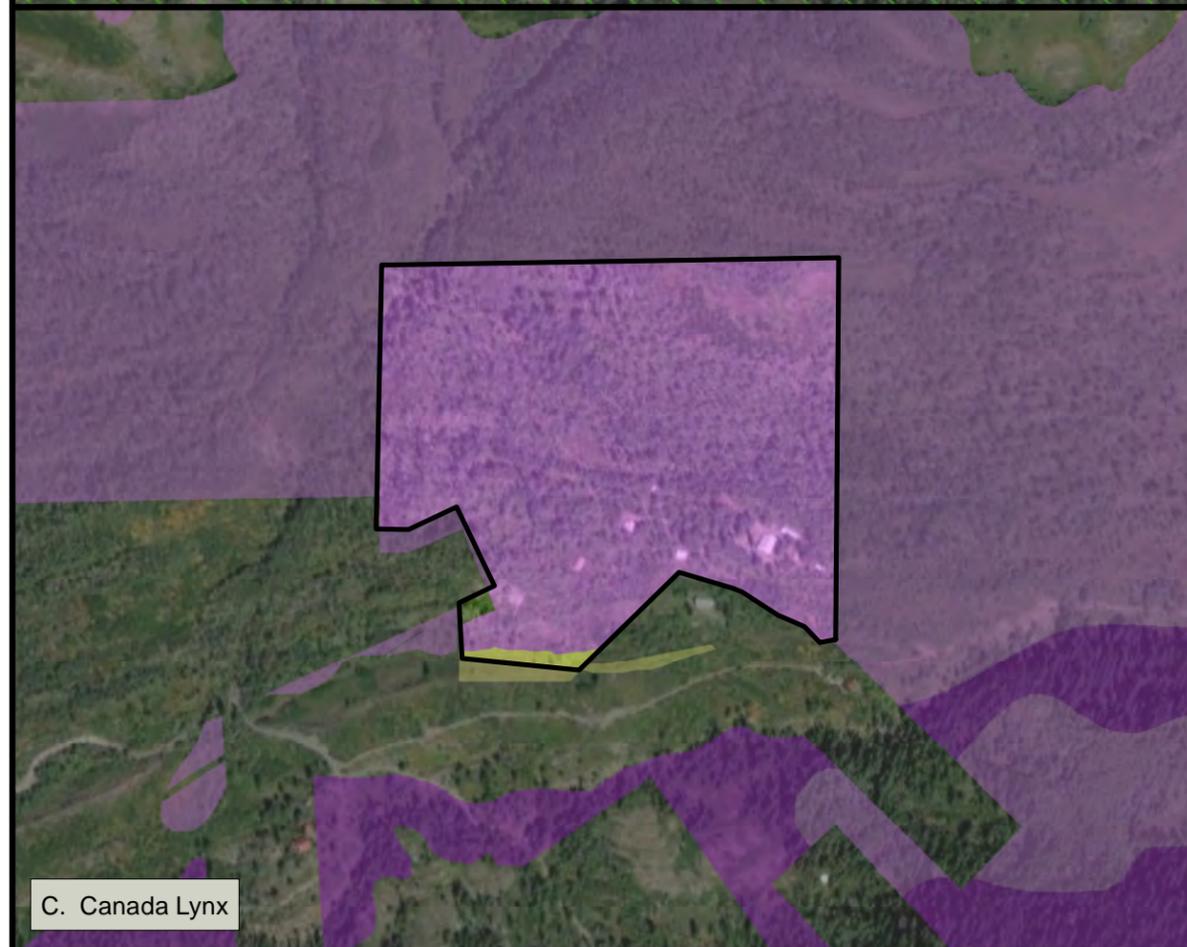
Map 5. Colorado Parks & Wildlife Species
Activity Mapping - Mule Deer, Rocky Mountain Elk,
Canada Lynx, North American Moose



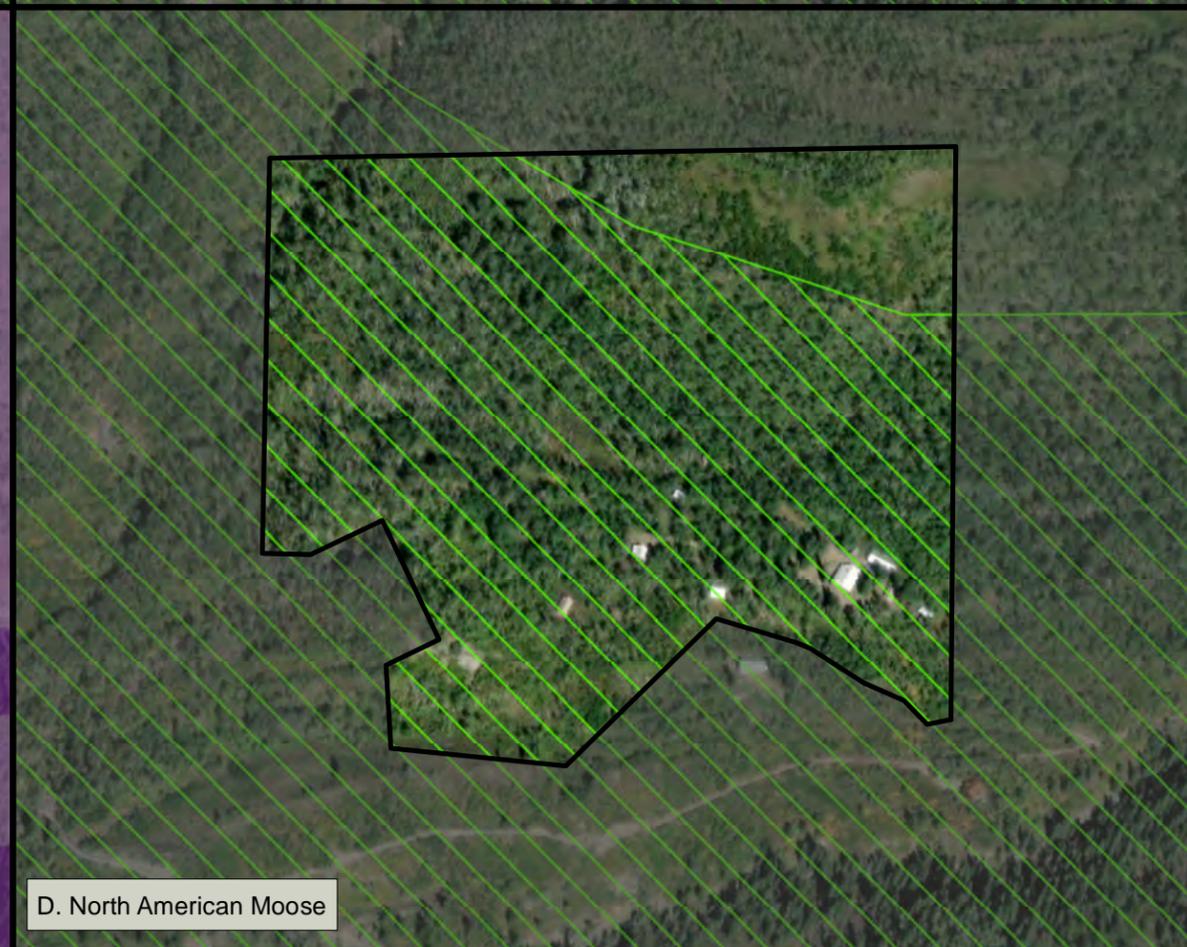
A. Mule Deer



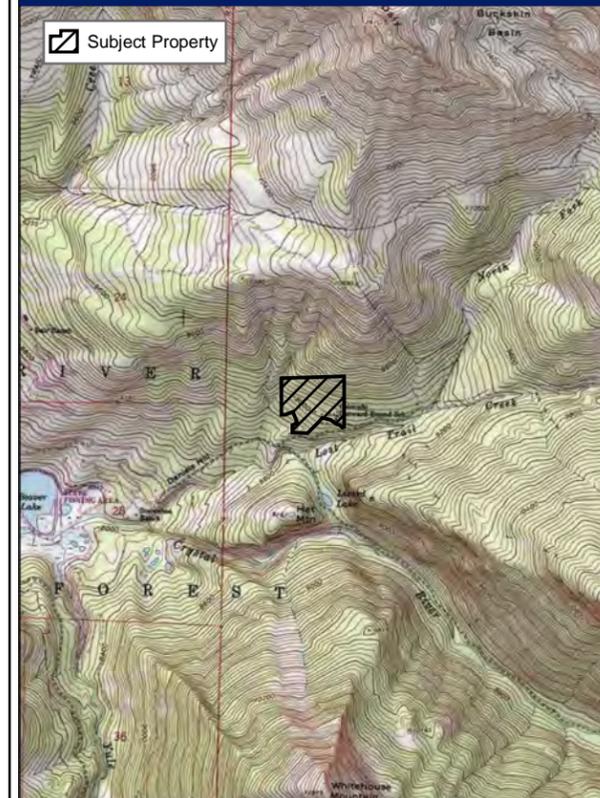
B. Rocky Mountain Elk



C. Canada Lynx



D. North American Moose



Subject Property



0 100 200 400 600 800 1,000 Feet

Legend:

- Property Boundaries
- Canada Lynx Primary Vegetation
- Canada Lynx Secondary Vegetation
- Canada Lynx Unsuitable Vegetation
- Summer Range
- Winter Range
- Severe Winter Range
- Winter Concentration
- Production Area

Coordinate System: NAD83 State Plane Colorado Central

Project No. 230247

Map Created: 05-SEP-2023

Basemap Source:

USDA-FSA-APFO NAIP
2009 Mosaicked County Image
Gunnison County, CO

IMPROVEMENT SURVEY PLAT OF: COLORADO OUTWARD BOUND SCHOOL

SITUATE IN TOWNSHIP 11 SOUTH, RANGE 87 WEST OF THE 6TH P.M.,
COUNTY OF GUNNISON, STATE OF COLORADO
SHEET 1 OF 1

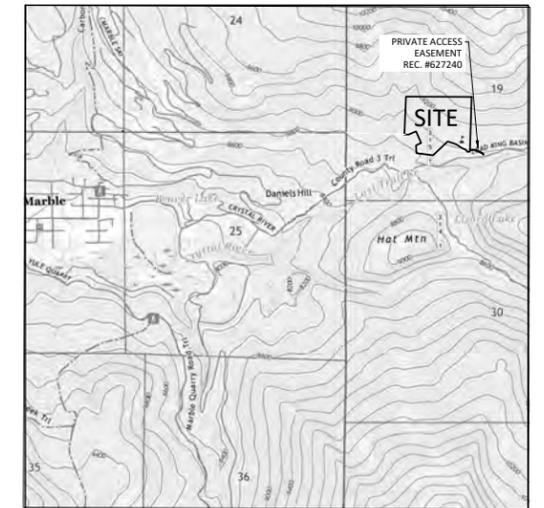
Line #	Direction	Length
L1	S89° 05' 56"E	110.57'
L2	S74° 05' 20"E	189.33'
L3	S67° 56' 14"E	35.16'
L4	S57° 59' 06"E	25.77'
L5	S57° 28' 08"E	119.35'
L6	S67° 18' 19"E	99.58'
L7	S44° 43' 57"E	75.28'
L8	N78° 29' 55"E	55.09'

TITLE NOTES

ACCESS TO THE PROPERTY IS FROM US FOREST DEVELOPMENT ROAD 315 (PUBLIC ROW), THROUGH NATIONAL FOREST LAND. THAT 30' WIDE PRIVATE ROAD EASEMENT GRANTED TO COLORADO OUTWARD BOUND SCHOOL IS SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS SET FORTH IN RECEPTION NO. 627240. SAID EASEMENT DESCRIPTION IS NOT SPECIFIC; IT IS SHOWN HERE CENTERED ON THE EXISTING ACCESS ROAD TO COLORADO OUTWARD BOUND SCHOOL.

EXISTING CONDITIONS LEGEND

- CATV PEDESTAL
- TELEPHONE PEDESTAL
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- SEWER CLEANOUT
- SEWER MANHOLE
- CURB STOP
- WATER VALVE
- WATER HYDRANT
- GAS METER
- ELECTRIC MANHOLE
- WATER MANHOLE
- DRIVEWAY
- TELEPHONE MANHOLE
- UTILITY MANHOLE



VICINITY MAP
SCALE: 1" = 2000'

SURVEY NOTES

- 1) DATE OF FIELD WORK: JULY AND AUGUST 2023
- 2) DATE OF PREPARATION: AUGUST - SEPTEMBER 2023
- 3) BASIS OF BEARING: ALL BEARINGS HEREIN RELATIVE TO A RECORD BEARING OF S.84°47'10"E. BETWEEN CORNER NO. 6 AND CORNER NO. 7 OF THE GREENSBORO PLACER (MS 12204), MONUMENTED AS SHOWN WITH ORIGINAL STONE MARKERS.
- 4) BASIS OF SURVEY: THE DEPENDENT RESURVEY OF A PORTION AND EXTENSION SURVEY OF TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH P.M., THE PROTRACTED (UNSURVEYED) PLAT OF TOWNSHIPS 11 TO 15 SOUTH, RANGES 87 TO 90 WEST OF THE 6TH P.M., ACCEPTED FEBRUARY 7, 1964 BY THE BUREAU OF LAND MANAGEMENT, THAT MINERAL SURVEY NO. 12204 (GREENSBORO PLACER), ACCEPTED OCTOBER 25, 1897 BY THE US SURVEYOR GENERAL FOR COLORADO; THAT MINERAL SURVEY NO. 6361 A&B (GUILFORD LODE), ACCEPTED JUNE 7, 1890 BY THE US SURVEYOR GENERAL FOR COLORADO; THAT MINERAL SURVEY NO. 3388 (VALLEY LODE), ACCEPTED NOVEMBER 5, 1883 BY THE US SURVEYOR GENERAL FOR COLORADO; THE BOUNDARY SURVEY OF USFS-MARBLE TWO PROJECT, DEPOSITED MARCH 17, 2017 AS SURVEY DEP-00645; THE OUTWARD BOUND WILDERNESS INC./BRIDGE/PLACER BOUNDARY LINE ADJUSTMENT RECORDED AUGUST 5, 2003 AS RECEPTION NO. 533356; VARIOUS RECORDED DOCUMENTS AND THE FOUND SURVEY MONUMENTS, AS SHOWN HEREON.
- 5) ALL REFERENCES TO RECORDED INSTRUMENTS ARE INSTRUMENTS FILED IN THE GUNNISON COUNTY CLERK AND RECORDER'S OFFICE, UNLESS OTHERWISE NOTED.
- 6) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SOPRIS ENGINEERING, LLC (SE) TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY AND/OR TITLE OF RECORD SE RELIED UPON THE ABOVE SAID DOCUMENTS DESCRIBED IN NOTE 4, AND THAT TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY UNDER ORDER NO. GUC88006583, EFFECTIVE DATE JULY 13, 2023.
- 7) NO UNDERGROUND UTILITY LOCATES WERE PERFORMED AS A PART OF THIS SURVEY.
- 8) THIS SURVEY REPRESENTS A DEPENDENT RE-TRACEMENT OF THAT BOUNDARY LINE ADJUSTMENT PLAT PREPARED BY HIGH COUNTRY ENGINEERING AND RECORDED AUGUST 5, 2003 AS RECEPTION NO. 533356. CORNERS ORIGINAL TO THAT BOUNDARY ADJUSTMENT ARE STAMPED L.S. 19598 FOR HIGH COUNTRY ENGINEERING, INC. AND SOME CORNERS SET FOR GREENSBORO PLACER HAVE BEEN ACCEPTED BY THE FOREST SERVICE ACCORDING TO THE BOUNDARY SURVEY OF USFS-MARBLE TWO PROJECT.
- 9) ORIGINAL STONE CORNERS FOR THE LACY PLACER, GREENSBORO PLACER, GUILFORD LODE AND VALLEY LODES LIE IN STEEP, FORESTED TERRAIN, SUBJECT TO EXTREME WEATHER CONDITIONS. FOREST DEBRIS AND DOWNED TIMBER FREQUENTLY ENCOUNTERED PROPERTY-WIDE. FLOODING AND DEBRIS FLOW WERE EVIDENT ALONG THE WESTERLY BOUNDARY LINE, AND INDEED DURING THE COURSE OF OUR SURVEY WORK. THE STONE CORNERS RECOVERED AND ACCEPTED BY THE FOREST SERVICE ARE USED AS THE BASIS OF BEARINGS FOR THIS SURVEY IN ORDER TO BE CONSISTENT WITH PREVIOUS SURVEY WORK IN THE AREA, IN THE ABSENCE OF ORIGINAL MINERAL SURVEY MONUMENTATION, OR EVIDENCE THEREOF.
- 10) THE SOUTHWEST BOUNDARY OF GREENSBORO PLACER IS INTENDED TO BE THE COMMON BOUNDARY BETWEEN GREENSBORO PLACER AND GUILFORD LODE. THE PROPERTY DESCRIPTION DEVELOPED ON THIS SURVEY EXTENDS THE 1-2 LINE OF GREENSBORO, MORE OR LESS TO THE 6-7 LINE OF GUILFORD; AND THE 6-5 LINE OF GREENSBORO, MORE OR LESS TO THE 8-5 LINE OF GUILFORD, AS SHOWN. FOUND MONUMENTS INDICATE LINE.
- 11) THE BOUNDARY SHOWN HEREON DIFFERS SIGNIFICANTLY FROM THE ORIGINAL MINERAL SURVEY PLAT OF GREENSBORO PLACER, PARTICULARLY ALONG THE NORTHERLY AND EASTERLY BOUNDARY LINES. THIS SURVEY FOUND NO EVIDENCE IN THE FIELD THAT CONTRADICTS THE HIGH COUNTRY ENGINEERING INTERPRETATION OF THE POSITION OF GREENSBORO PLACER, AS SHOWN HEREON. NOR DID THIS SURVEY FIND OTHER CORROBORATIVE EVIDENCE, IN A DILIGENT SEARCH FOR THE ORIGINAL 1897 STONE MONUMENTS.
- 12) LINEAL FOOT: THE LINEAL UNIT USED IN THE PREPARATION OF THIS MAP IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

PROPERTY DESCRIPTION [FROM TITLE COMMITMENT REFERENCED IN SURVEY NOTE 6]

A PARCEL OF LAND SITUATED IN THE GREENSBORO PLACER MINING CLAIM UNITED STATES SURVEY NO. 12204, AND VALLEY LODE MINING CLAIM UNITED STATES SURVEY NO. 3388, TOWNSHIP 11 SOUTH RANGE 87 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GUNNISON, STATE OF COLORADO; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 1 OF SAID GREENSBORO PLACER, A 3 1/4 ALUMINUM CAP, L.S. NO. 19598 SET IN PLACE;
THENCE SOUTH 89°13'30" EAST 97.79 FEET TO CORNER NO. 2 OF SAID GREENSBORO PLACER, A 3 1/4" ALUMINUM CAP, L.S. NO. 19598 SET IN PLACE;
THENCE NORTH 65°30'54" EAST 192.97 FEET TO CORNER NO. 3 OF SAID GREENSBORO PLACER, A 3 1/4" ALUMINUM CAP, L.S. NO. 19598 SET IN PLACE;
THENCE SOUTH 26°11'49" EAST 300.56 FEET TO CORNER NO. 4 OF SAID GREENSBORO PLACER, A 3 1/4" ALUMINUM CAP, L.S. NO. 19598 SET IN PLACE;
THENCE SOUTH 62°55'59" WEST 136.00 FEET TO CORNER NO. 5 OF SAID GREENSBORO PLACER, A REBAR AND CAP, L.S. NO. 19598 SET IN PLACE;
THENCE SOUTH 04°06'26" EAST 186.70 FEET TO CORNER NO. 6 OF SAID GREENSBORO PLACER, A STONE FOUND IN PLACE;
THENCE SOUTH 84°47'10" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID GREENSBORO PLACER 400.64 FEET TO A REBAR AND CAP, L.S. NO. 19598 SET IN PLACE;
THENCE LEAVING SAID SOUTHERLY BOUNDARY NORTH 45°15'05" EAST 352.94 FEET TO CORNER NO. 9 OF SAID GREENSBORO PLACER COMMON WITH CORNER NO. 3 OF SAID VALLEY LODE A REBAR AND CAP, L.S. NO. 19598 SET IN PLACE;
THENCE NORTH 45°15'05" EAST ALONG A COMMON LINE BETWEEN THE SAID GREENSBORO PLACER AND SAID VALLEY LODE CLAIMS 125.98 FEET TO A REBAR AND CAP L.S. NO. 19598 SET IN PLACE; THENCE LEAVING SAID COMMON LINE SOUTH 74°15'05" EAST 189.58 FEET TO A REBAR AND CAP, L.S. NO. 19598 SET IN PLACE;
THENCE SOUTH 67°15'49" EAST 99.59 FEET TO A POINT ON A LINE COMMON BETWEEN SAID GREENSBORO PLACER AND VALLEY LODE CLAIM A REBAR AND CAP, L.S. NO. 19598 SET IN PLACE; THENCE SOUTH 45°11'00" EAST ALONG SAID COMMON LINE 74.73 FEET TO CORNER NO. 11 OF SAID GREENSBORO PLACER A REBAR AND CAP, L.S. NO. 19598 SET IN PLACE;
THENCE NORTH 79°00'00" EAST 54.80 TO CORNER NO. 12 OF SAID GREENSBORO PLACER, A REBAR AND CAP, L.S. NO. 19598 SET IN PLACE, ON THE EASTERLY BOUNDARY OF SAID GREENSBORO PLACER MINING CLAIM;
THENCE NORTH 00°00'00" EAST ALONG SAID EASTERLY BOUNDARY 1303.06 FEET TO CORNER NO. 13, A SET REBAR AND CAP, L.S. NO. 19598, ON THE NORTHERLY BOUNDARY OF SAID GREENSBORO PLACER MINING CLAIM;
THENCE SOUTH 88°30'00" WEST ALONG SAID NORTHERLY BOUNDARY 1565.47 FEET TO CORNER NO. 14 OF SAID GREENSBORO PLACER;
THENCE SOUTH 00°32'49" WEST 900.43 FEET, TO THE POINT OF BEGINNING,
SHOWN AS THE OUTWARD BOUND WILDERNESS, INC. PARCEL ON BOUNDARY LINE ADJUSTMENT PLAT RECORDED AUGUST 5, 2003 UNDER RECEPTION NO. 533356.

ROCK CREEK MINING DISTRICT, COUNTY OF GUNNISON, STATE OF COLORADO.

PROPERTY DESCRIPTION [PER THIS SURVEY]

A PARCEL OF LAND SITUATED IN THE GREENSBORO PLACER UNITED STATES SURVEY NO. 12204, AND VALLEY LODE UNITED STATES SURVEY NO. 3388, TOWNSHIP 11 SOUTH RANGE 87 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GUNNISON, STATE OF COLORADO; SAID PARCEL OF LAND ALSO BEING DESCRIBED AS THE OUTWARD BOUND WILDERNESS, INC. PARCEL ON THAT BOUNDARY LINE ADJUSTMENT PLAT RECORDED AUGUST 5, 2003 UNDER RECEPTION NO. 533356; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 1 OF SAID GREENSBORO PLACER, A 3 1/4 ALUMINUM CAP, L.S. NO. 19598 FOUND IN PLACE [WITH ALL BEARINGS HEREIN BEING RELATIVE TO A BEARING OF SOUTH 84°47'10" EAST BETWEEN CORNER NO. 6 AND CORNER NO. 7 OF SAID GREENSBORO PLACER, MONUMENTED WITH FOUND STONES, AS SHOWN HEREON]; SAID CORNER ALSO BEING CORNER NO. 1 OF THE LACY PLACER (USMS 8260) THENCE SOUTH 89°05'56" EAST ALONG THE 1-2 LINE OF SAID GREENSBORO PLACER 110.57 FEET, MORE OR LESS, TO CORNER NO. 2 OF SAID GREENSBORO PLACER, A POINT ON THE 6-7 LINE OF GUILFORD LODE (USMS 6361) WHENCE A 3 1/4" ALUMINUM CAP, L.S. NO. 19598 FOUND IN PLACE BEARS SOUTH 89°05'56" WEST 12.56 FEET; THENCE LEAVING SAID 1-2 LINE NORTH 63°52'02" EAST ALONG THE COMMON LINE BETWEEN SAID GREENSBORO PLACER AND SAID GUILFORD LODE 181.50 FEET TO CORNER NO. 3 OF SAID GREENSBORO PLACER, A 3 1/4" ALUMINUM CAP, L.S. NO. 19598 FOUND IN PLACE (SAID POINT ALSO BEING CORNER NO. 7 OF SAID GUILFORD LODE); THENCE CONTINUING ALONG SAID COMMON LINE SOUTH 26°09'38" EAST ALONG THE 3-4 LINE OF SAID GREENSBORO PLACER 300.00 FEET TO CORNER NO. 4 OF SAID GREENSBORO PLACER, A 3 1/4" ALUMINUM CAP, L.S. NO. 19598 FOUND IN PLACE (SAID POINT ALSO BEING CORNER NO. 3 OF SAID GUILFORD LODE); THENCE CONTINUING ALONG SAID COMMON LINE SOUTH 63°52'02" WEST ALONG THE 4-5 LINE OF SAID GREENSBORO PLACER 134.95, MORE OR LESS, FEET TO CORNER NO. 5 OF SAID GREENSBORO PLACER, SAID POINT BEING A POINT ON SAID 8-5 LINE OF SAID GUILFORD LODE (WHENCE A REBAR AND CAP, L.S. NO. 19598 FOUND IN PLACE BEARS SOUTH 4°05'44" EAST 2.55 FEET); THENCE LEAVING SAID COMMON LINE SOUTH 4°05'44" EAST ALONG THE 5-6 LINE OF SAID GREENSBORO PLACER 189.25 FEET TO CORNER NO. 6 OF SAID GREENSBORO PLACER, A STONE IN PLACE; THENCE LEAVING SAID 5-6 LINE SOUTH 84°47'10" EAST ALONG THE 6-7 LINE OF SAID GREENSBORO PLACER 400.64 FEET TO A REBAR AND CAP, L.S. NO. 19598 FOUND IN PLACE, SAID POINT ALSO BEING A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID OUTWARD BOUND WILDERNESS INC. PARCEL, ACCORDING TO THE OUTWARD BOUND WILDERNESS, INC./BRIDGE/PLACER BOUNDARY LINE ADJUSTMENT PLAT RECORDED AUGUST 1, 2003 AS RECEPTION NO. 533356; THENCE LEAVING SAID 6-7 LINE ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING SIX (6) COURSES:

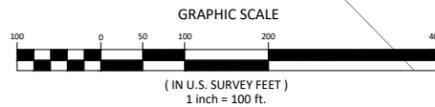
- 1) NORTH 45°16'25" EAST 479.05 FEET TO A REBAR AND CAP, L.S. NO. 19598 FOUND IN PLACE;
- 2) SOUTH 74°05'20" EAST 189.33 FEET TO A REBAR AND CAP, L.S. NO. 19598 FOUND IN PLACE;
- 3) SOUTH 67°56'14" EAST 35.16 FEET TO A REBAR AND CAP, L.S. NO. 19598 FOUND IN PLACE;
- 4) SOUTH 57°59'06" EAST 25.77 FEET TO A REBAR AND CAP, L.S. NO. 19598 FOUND IN PLACE;
- 5) SOUTH 57°28'08" EAST 119.35 FEET TO A REBAR AND CAP, L.S. NO. 19598 FOUND IN PLACE;
- 6) SOUTH 67°18'19" EAST 99.58 FEET TO A REBAR AND CAP, L.S. NO. 19598 FOUND IN PLACE, SAID POINT BEING ON THE COMMON LINE BETWEEN SAID GREENSBORO PLACER AND THE VALLEY LODE (USMS 3388), SAID LINE ALSO BEING THE 10-11 LINE OF SAID GREENSBORO PLACER;

THENCE LEAVING SAID SOUTHERLY BOUNDARY LINE SOUTH 44°43'57" EAST ALONG SAID 10-11 LINE 75.28 FEET TO CORNER NO. 11 OF SAID GREENSBORO PLACER, A REBAR AND CAP, L.S. NO. 19598 FOUND IN PLACE, THENCE LEAVING SAID 10-11 LINE NORTH 78°29'55" EAST 55.09 FEET ALONG THE 11-12 LINE TO CORNER NO. 12 OF SAID GREENSBORO PLACER, A REBAR AND CAP, L.S. NO. 19598 FOUND IN PLACE; THENCE LEAVING SAID 11-12 LINE NORTH 00°00'47" WEST ALONG THE 12-13 LINE 1302.67 FEET TO CORNER NO. 13 OF SAID GREENSBORO PLACER, A REBAR AND CAP L.S. NO. 19598 FOUND IN PLACE; THENCE LEAVING SAID 12-13 LINE SOUTH 88°31'34" WEST ALONG THE 13-14 LINE OF SAID GREENSBORO PLACER 1564.78 FEET TO CORNER NO. 14 OF SAID GREENSBORO PLACER, WHENCE A REBAR AND CAP, L.S. NO. 19598 FOUND IN PLACE STAMPED AS 6" WITNESS CORNER BEARS NORTH 88°31'34" EAST 6 FEET, SAID CORNER NO. 14 ALSO BEING A POINT ON THE COMMON LINE BETWEEN SAID LACY PLACER AND SAID GREENSBORO PLACER; THENCE LEAVING SAID 13-14 LINE SOUTH 00°33'55" WEST ALONG SAID COMMON LINE 900.03 FEET, MORE OR LESS, TO THE POINT OF BEGINNING,

CONTAINING 42.277 ACRES, MORE OR LESS

ROCK CREEK MINING DISTRICT COUNTY OF GUNNISON STATE OF COLORADO

NOTE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.



SURVEYOR'S CERTIFICATE

I, LINDA CATHERINE LOVE, HEREBY CERTIFY TO COLORADO OUTWARD BOUND SCHOOL, A COLORADO NONPROFIT CORPORATION, AVLT SPECIAL PROJECTS LLC, A COLORADO LIMITED LIABILITY COMPANY, AND LAND TITLE GUARANTEE COMPANY, THAT THIS IS AN "IMPROVEMENT SURVEY PLAT" AS DEFINED BY C.R.S. § 38-51-102(9), AND THAT IT IS A MONUMENTED LAND SURVEY SHOWING THE CURRENT LOCATION OF ALL STRUCTURES, WATER COURSES, WATER FEATURES AND/OR BODIES OF WATER, VISIBLE ROADS, UTILITIES, FENCES, OR WALLS SITUATED ON THE DESCRIBED PARCEL AND WITHIN FIVE FEET OF ALL BOUNDARIES OF SUCH PARCEL, ANY CONFLICTING BOUNDARY EVIDENCE OR VISIBLE ENCROACHMENTS, AND ALL EASEMENTS AND RIGHTS OF WAY OF A PUBLIC OR PRIVATE NATURE THAT ARE VISIBLE, OR APPARENT, OR OF RECORD AND UNDERGROUND UTILITIES DESCRIBED IN THAT TITLE COMMITMENT REFERENCE IN SURVEY NOTE 6 HEREON, OR OTHER SOURCES AS SPECIFIED ON THE IMPROVEMENT SURVEY PLAT.

L. CATHERINE LOVE PLS #38427
3118 01 01/1/2025 CL G:\2023\33114 OUTWARDBOUND\SURVEY\SURVEY DWG\5\SURVEY PLOTS\SP2023\33114_SF2023.DWG

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison Valley Land Preservation Fund Grant Agree

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Trust for Public Land

Term Begins: 3/5/24

Term Ends:

Grant Contract #:

Summary:

Agreement is for 1,462 acres near the Gunnison/Montrose/Delta County lines and is known as Higher Ground Headwaters project.

Fiscal Impact: 150000

Submitted by: Mike Pelletier

Submitter's Email Address: mpelletier@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 2/15/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 2/14/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/14/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 2/20/2024

To: Board of County Commissioners
From: Mike Pelletier, GIS Manager
Date: March 5, 2024
RE: Conservation easement grant agreement



The applicant is seeking BoCC approval for a conservation easement grant agreement for \$150,000. The project is located on the Gunnison/Montrose/Delta County lines and covers 3,327 acres, of which 1,462 acres are in Gunnison County. This is the first piece of a multi-step project to conserve many thousands of additional acres, mostly located in Montrose and Delta Counties. Staff recommends approval.

The Gunnison Valley Land Preservation Board approved funding for these projects at their June 28, 2022 meeting. The project has not changed materially from what was presented to the Land Preservation Board. Please find included in your packet the grant agreement and a PDF containing many nice maps created by TPL. The following summary of the project was provided by the applicant.

Higher Ground Headwaters Conservation Easement Summary

The 3,327-ac Higher Ground Headwaters Conservation Easement (HGH), which has over 1,462-acres in Gunnison County (Montrose – 1,410; Delta – 455) is the first piece of what will grow into a nearly 47,000-acre project to protect privately held forestland surrounded by over 3.7M acres of protected federal land within the Gunnison River Basin, which over 6.8M people rely on for their water. 70% of the basin is in federal ownership, and adjacent and nearby federal lands include Gunnison National Forest, the Gunnison Gorge Wilderness, the Black Canyon of the Gunnison National Park and Wilderness, and the Curecanti National Recreation Area. HGH will protect the headwaters of Doug and Clear Fork Creeks, over 14-miles of stream frontage, and 28 springs that contribute to critical water supplies provided by the Gunnison River system including Crawford and Gould Reservoirs that are used primarily for irrigation water and public recreation. HGH and the surrounding area are now under constant development pressure due to Colorado's unprecedented growth and pandemic migration to rural areas. The 80% forested HGH will prevent development in critical wildlife habitat, conserve the health of a critical watershed, support active timber management and establish public access to HGH while catalyzing 17 potential FLP projects.



Aerial map
HIGHER GROUND RANCH CE, MONTROSE, DELTA, AND GUNNISON COUNTIES, COLORADO



Gunnison Valley Land Preservation Fund
GRANT AGREEMENT

Project Name: Higher Ground Ranch

PARTIES TO AGREEMENT

Gunnison County

221 N. Wisconsin St, Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: 970 641-7645

Grantee: The Trust for Public Land

Address: 1410 Grant Street, Suite D210, Denver, Colorado 90203

Contact name: Wade Shelton

Date: February __, 2024

Exhibits:

Exhibit A - Required Language for the Deed of Conservation Easement

Exhibit B - Project Summary

Exhibit C – Budget

THIS GRANT AGREEMENT (“Grant Agreement”) is entered into this ____ day of February, 2024, by and between the Board of County Commissioners of Gunnison County, Colorado (“Board”), 200 E Virginia, Gunnison, Colorado 81230, and The Trust for Public Land, (“Grantee”), (jointly the “Parties”), and witnesses:

RECITALS

A. A portion of the revenue from the current County-wide sales tax in Gunnison County is deposited in the Gunnison Valley Land Preservation Fund (“Fund”) of the Board which is an account of the Capital Improvement Fund of the Board. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County, including matching public and private grants or to acquire interests or easements in land and water rights. The Fund was originally established, by public vote, in 1997 and was reauthorized by public vote in 2012. The amount of monies for the Fund varies annually.

B. Gunnison County has created a process for review of requests for funding of projects from the Fund. The process begins with submission of a written proposal by a proponent to the Gunnison Valley Land Preservation Board (“GVLPB”), which consists of two members appointed by each Gunnison County, City of Gunnison, Town of Crested Butte, and Town of Mount Crested Butte for a total of eight voting members. The GVLPB approves, disapproves or approves with conditions, the proposal. Provision of monies from the Fund requires a formal Grant Agreement to be executed by the Board and the project proponent.

C. (“Grantee”) has applied to the GVLPB for funding of a project known as Higher Ground Ranch (“Project”) more particularly described in the Project Application as submitted to and on file with Grantee, Exhibit B (“Project Summary”) and Exhibit C (“Budget”) all attached hereto and incorporated herein. The GVLPB has reviewed and approved the Project.

D. This Grant Agreement is intended to identify and memorialize the relationship between the Parties, the various obligations of the Parties regarding the Project, and required components of any relevant deed or conservation easement.

SECTION 1-PROJECT SCOPE

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

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Grant Agreement.
2. Grant and Project. The Board hereby awards to Grantee a grant in the amount not to exceed \$150,000.00 (One hundred fifty thousand dollars) (the "Grant"), subject to the terms and conditions set forth in this Grant Agreement and subject to the following specific condition(s) for this Project:

The final amount of funding for this Project that will be available to Grantee at closing or reimbursement will be dependent upon the overall Project being completed with no material changes. The Grant will not be increased, but the Board may reduce the Grant if the Project changes in any way that the Board deems material. For example, a reduction in acreage, purchase price, or fair market value may cause a reduction in the Grant, unless the Board approves adding or substituting elements to the overall Project. Similarly, the Board will release grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to the Board's determination of how the proportionate acreage, cost and value relates to the overall Project and Grant. The Grantee must meet the Board's reporting requirements before any funds are released. The Project must also comply with all of the Board's policies and practices and must meet any special conditions as listed in the attached Project Summary – Exhibit C.

3. Exclusive Use of Grant. The Grant shall be used by Grantee solely to complete the Project only as approved by the GVLPB and this Grant Agreement.
4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLPB and the Board, may result in a reduction of the Board's funding award or requirement of a refund to the Board from Grantee, pursuant to Paragraph 10 of this Grant Agreement. In addition, any material change to the Project that is not approved in advance and in writing by the Board and GVLPB may result in termination of the Grant.

5. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated direct costs associated with the Project, a copy of which is attached hereto as Exhibit C and incorporated herein by reference ("Budget"). Eligible costs are described in Paragraph 8 of this Grant Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by the Board, GVLPB or the Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as the Board approves the final version.

6. Waiver. Prior to the disbursement of funds, the Board may waive certain conditions set forth in this Grant Agreement. Anything else to the contrary notwithstanding, no exercise by the Board or GVLPB of any right or discretion reserved by the Board hereunder shall be deemed an election, and no waiver by the Board of any action or requirement of Grantee, including any waiver of the foregoing conditions, shall constitute a waiver of any other requirements, actions or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Board shall be effective unless in advance and in writing executed by the Board. Additionally, any failure by the Board to take any actions as set forth above shall have no legal effect on the contractual duties of the Grantee under this Grant Agreement. Further, no waiver with respect to this Project, Grant, or Grant Agreement shall constitute a waiver in any other Board-funded project.

7. Future Funding. This Grant Agreement and the provision of funds contemplated hereunder only apply to the Project as approved herein. The Board makes no representations regarding future funding for future phases of the Project or any other properties.

SECTION 2- GRANT PAYMENT

8. Eligible Costs. The following costs are eligible for reimbursement under the terms and conditions of this Grant Agreement:

A. *Interest in Land.* For any interest in real property described in the Project Application and Project Summary ("Property"), the purchase price may not exceed the fair market value as established by appraisal.

B. *Direct Costs.* Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan and baseline documentation; a survey, if needed; a geologist's mineral assessment, if needed; maps.

C. *Stewardship Costs.* Costs directly associated with stewardship of the Project, and only as expressly identified in the Budget.

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

10. Withdrawal of Board Funding; Termination of Grant Agreement. Anything in this Grant Agreement to the contrary notwithstanding, with prior notice to Grantee, the Board reserves the right to withhold or withdraw all or a portion of the Grant, to require a refund of the Grant, and/or terminate this Grant Agreement if the Board determines in its sole discretion that any of the following conditions exist, but before making such determination, the Board shall notify the GVLBP:

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

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by the GVLBP and reflected in the Project Summary, and all such material changes have not otherwise received prior written approval of the Board;

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

D. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding is not fulfilled by Grantee or is unsatisfactory to the GVLBP or Board, in their respective discretion; or

E. *Termination of Use Restriction, Disposal of Property.* Any use restriction (e.g. conservation easement) is terminated or materially altered or if other interests purchased with the Grant are disposed of; in which event Grantee shall make a full refund to the Board of all funds received to date.

SECTION 3- CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete acquisition of the Property no later than June 14, 2025 after the date of the Board's approval of the Project (the "Completion Date"). Grantee may request an extension of the Completion Date, which the Board may grant or deny in its sole discretion. In addition to other rights set forth in this Grant Agreement, the Board may elect to terminate this Grant Agreement and deauthorize the Project in the event this Completion Date is not met and/or Grantee fails to comply with any extension.

12. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Grant Agreement and the disbursement of funds by the Board is undertaken at Grantee's sole risk and may cause a forfeiture of the Grant. Anything else in this Grant Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Grant Agreement to the Board's satisfaction in its sole discretion, including, but not limited to, the following:

- A. *Matching Funds.* Matching funds in the minimum amount set forth in the Project Application and Project Summary must have been received by Grantee, or the status of efforts to secure matching funding were disclosed to the Board and have been deemed satisfactory by the Board.
- B. *Due Diligence.* The GVLPB shall conduct a due diligence review of the Project, which the Board shall rely upon in its consideration of the Project, and the results of which must be satisfactory to the Board in its sole discretion. Grantee shall assist and cooperate with GVLPB in conducting such due diligence review, and in connection therewith shall provide GVLPB with the information or documentation specified in the Project Application, as well as such other documentation and/or information as GVLPB or the Board shall reasonably request. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date such information is originally provided to GVLPB or the Board. The Board may in its sole discretion terminate this Grant Agreement and deauthorize the Grant if Grantee fails to provide any information or documentation promptly when requested by GVLPB or the Board.
- C. *Other Property Interests.* Grantee may not use the Grant or other Project funds to acquire any rights other than the Use Restriction, as defined below, on the Property, including but not limited to, fee title, water rights, or any other partial real estate interest (collectively, "Other Interests").
- D. *Gunnison County Use Restriction.* Property acquired with the Board funds, whether through the acquisition of fee title, conservation easement, or any other technique, shall be held and managed in a manner designed to protect the Property's natural resources, open space and other conservation values,

to prevent any development that would adversely affect such resources and values, and where necessary and appropriate, to ensure appropriate public access (“Use Restriction”). Such Use Restriction shall be implemented by inclusion of specific language in a conservation easement or other document approved in writing by the Gunnison County Attorney and recorded in the Office of the Gunnison County Clerk and Recorder (“Conservation Easement”). Each Conservation Easement shall be acceptable to the Board in form and content, and shall identify Grantee or a third party acceptable to the Board as the Holder. In accordance with this requirement, Grantee hereby covenants and agrees as follows:

(1) *Conservation Easement Form.* Grantee shall incorporate the terms and conditions that are contained in the Board's approval, in substantially the same language as in Exhibit A (“Required Language for the Deed of Conservation Easement”) attached hereto and incorporated herein and approved by the County Attorney, into Grantee's Conservation Easement. Grantee acknowledges that the Grantee must obtain Gunnison County Attorney approval of the proposed Conservation Easement well in advance of closing.

(2) *Subordination to Use Restriction.* All liens, encumbrances or other use restrictions and interests of record that, in the Board's opinion, are inconsistent with the Conservation Easement, must be discharged, released or subordinated to the Conservation Easement.

SECTION 4-OTHER PROVISIONS

13. Publicity and Project Information. The Board has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge the Board funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, the Board shall be acknowledged as a contributor in the invitation for the event.

14. Liability.

A. *Indemnity.* To the extent allowed by law, Grantee shall indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Grant Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from Gunnison County, the Board, its members, officers, agents or employees for any liability resulting from, growing out of; or in any way connected with or incident to this Grant Agreement.

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

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

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

15. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Property subject to the Use Restriction. The accounts, documents, and records related to acquisition of the Property shall be retained by Grantee for five (5) years following the date of disbursement by the Board of the funds under this Grant Agreement, and shall be subject to examination and audit by the Board or its designated agent during this

period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

16. Post-Completion Requirements.

A. *Stewardship.* Grantee shall comply with the Board’s stewardship requirements as identified in Exhibit A and the Board’s approval of the Grant. It is anticipated that the permanent holder of the Conservation Easement will be Colorado State Forest Service (“CSFS”). TPL shall obtain the written commitment of CSFS to comply with the Board’s stewardship requirements as identified in Exhibit A and the Board’s approval of the Grant.

B. *Change of Use.* If Grantee, in its reasonable discretion, determines a need for a request of a change in use of the Property or Other Interests wholly or partially acquired with the Grant, Grantee shall notify the GVLPB, in writing, of its determination for a request of a change of use review. The GVLPB will review the change of use request. Within sixty (60) days after submitting the change of use request, Grantee shall submit to the GVLPB any additional documentation requested by the GVLPB as a result of its receipt of the change of use request. The GVLPB will review the change of use request to determine whether or not the need for a change in use is compelling and consistent with the conservation purpose of the easement. The GVLPB in its sole discretion will determine whether to grant, deny, or condition the GVLPB’s approval. Further, no change of use shall be made without the GVLPB’s prior written approval.

C. *No Termination of Conservation Easement Without Prior Board Written Approval.* Notwithstanding any provision of law to the contrary, it is the explicit agreement of the Parties that there shall be no termination of the Conservation Easement funded partially or wholly by this Grant Agreement without the prior written approval of the Board which the Board may grant only if the Board finds in its reasonable discretion that conditions on or surrounding the subject property have changed so much that it has become impossible to fulfill the easement’s conservation purpose.

D. *Standing To Enforce.* Notwithstanding any provision in C.R.S. 38-30.5-101. et. seq., as it may be amended, to the contrary, the Board shall have standing to initiate and participate in court proceedings to enforce the Grant Agreement and any Use Restriction, enacted via a Conservation Easement or other Board approved method, funded wholly or in part by funds granted by the Grant Agreement.

E. *Conservation Easement Document Shall Incorporate Post-Completion Requirements.* Each Conservation Easement and document of title funded wholly or partially by the Grant Agreement shall incorporate in writing the requirements of this Section 16.

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

- A. *Prior to Payment of Grant.* The Board reserves the right to withdraw funding and/or terminate this Grant Agreement.
- B. *After Payment of Grant.* The Board reserves the right to seek equitable relief and all other remedies as available to it under applicable law, including but not limited to, return of all or a portion of the Grant as provided herein. Further, the Board reserves the right to deem Grantee ineligible for participation in future Board grants, loans or projects.
- C. In addition to the remedies set forth above, the Board shall be entitled to pursue any other remedy available at law or in equity.

18. Miscellaneous Provisions.

- A. *Good Faith.* Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.
- B. *Assignment.* Grantee may not assign its rights or delegate its obligations under this Grant Agreement without the express written consent of the Board. Consent to assign this Grant Agreement may be withheld in the sole discretion of the Board.
- C. *Applicable Law.* Colorado law applies to the interpretation and enforcement of this Grant Agreement.
- D. *Status of Grantee.* The parties acknowledge that the Board lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee or agent of the Board. The parties to this Grant Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.

- E. *Time is of the Essence.* Time is of the essence in this Grant Agreement.
- F. *Survival.* The terms and provisions of this Grant Agreement and Grantee's obligations hereunder shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the real property interest by Grantee.
- G. *Electronic Transmission of Signatures and Counterparts.* This Grant Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Grant Agreement transmitted electronically as if they were original signatures.
- H. *Third Party Beneficiary.* The Board and Grantee hereby acknowledge and agree that this Grant Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended. Notwithstanding the preceding statement, the Board and Grantee hereby acknowledge that the Board is intended to be and is a third party beneficiary of the Conservation Easement and Grantee's real property interest therein.
- I. *Notice.* Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Grant Agreement.
- J. *Construction; Severability.* Each party hereto has reviewed and revised (or requested revisions of) this Grant Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Grant Agreement. If any provision in this Grant Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Grant Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Grant Agreement is declared void or unenforceable, such provision shall be deemed severed from this Grant Agreement, and the balance of this Grant Agreement shall otherwise remain in full force and effect. At any time when this Grant Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Grant Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.
- K. *Entire Agreement.* Except as expressly provided herein, this Grant Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Grant

Agreement shall be binding upon the parties. No changes in this Grant Agreement shall be valid unless made in writing and signed by the parties to this Grant Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Grant Agreement effective as of February __, 2024.

THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation



JAMES PETTERSON, Vice President, Mountain West Region and Director, Colorado & Southwest

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO**

Jonathan Houck, Chairperson

Elizabeth Smith, Vice-Chairperson

Laura Puckett Daniels, Commissioner

Deputy County Clerk

Exhibit A - Required Language for the Deed of Conservation Easement

The following language is required for a conservation easement deed resulting from a GVLPB grant, even if the grant only provides transaction expenses and no direct funding for the easement. This language must appear in the deed verbatim, or be substantially identical. In order to meet the standard format of different Grantees or Holders of the conservation easement deed, some language may be expressed with slightly different terms. However, any substantive changes in the required language that may alter its meaning must be approved in advance by the Gunnison County Attorney.

1. The following will be included in the deed's introductory section:

"NOTICE: THIS CONSERVATION EASEMENT HAS BEEN ACQUIRED WITH SUPPORT FROM THE GUNNISON VALLEY LAND PRESERVATION FUND OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY ("GUNNISON COUNTY") IN RECOGNITION OF CONSERVATION VALUES SPECIFIC TO OPEN SPACE, AGRICULTURE AND WILDLIFE HABITAT."

2. The following language will be included in a section describing "Responsibilities of the Parties Not Affected" or similarly titled section:

"Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee or Gunnison County."

And further:

"Grantor shall continue to be solely responsible for and Grantee or Gunnison County shall have no obligation for the upkeep and maintenance of the Property."

3. The following language will be included in a section describing "Environmental Liability" or similarly titled section:

"Grantor shall indemnify, defend, and hold Grantee and Gunnison County and their members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to

comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property."

And further:

"Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee or Gunnison County for Hazardous Materials, nor does it make Grantee or Gunnison County an owner of the Property, nor does it require Grantee or Gunnison County to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation."

And further:

"Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. §13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property."

And further:

"Grantee shall, but only to the extent that doing so is within Grantee's power and authority, indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property."

4. The following language will be included in a section describing "Enforcement" or similarly titled section:

"If Grantee determines that a violation has occurred, Grantee shall notify Grantor and Gunnison County of the nature of the alleged violation. Said notice need not be in writing."

And further:

"Gunnison County shall in no event be required to participate in any arbitration, mediation, or other dispute resolution process."

5. The following language will be included in a section describing "Deed Correction" or similarly titled section:

"The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, which Gunnison County must first approve in writing, with all associated costs being apportioned as the Parties may mutually agree."

6. The following language will be included in a section describing "Amendment" or similarly titled section:

"If circumstances arise under which an amendment to this Deed would be appropriate, as determined by Grantee in its sole discretion, the Parties may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) complies with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (c) receives Gunnison County's prior written approval."

And further:

" Any amendment must be in writing, signed by the Parties, and recorded in the official records of Gunnison County, Colorado."

And further:

"A copy of the recorded amendment shall be provided by Grantee to Gunnison County and any other funder who requests such notice in writing. In order to preserve the Easement's priority, Gunnison County may require that Grantor obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of Gunnison County's approval under item (c) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement, which includes Deed Correction. Nothing in this paragraph shall be construed as requiring Grantee or Gunnison County to agree to any particular proposed amendment."

7. The following language will be included in a section describing "Transfer of Easement" or similarly titled section:

"This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted

to an organization that, at the time of the transfer, is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §38-30.5-101, *et seq.* and C.R.S. §12-61-724; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed; and (iv) the transferee is approved in writing by Gunnison County in its sole discretion. Grantee shall provide Gunnison County with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, or Gunnison County fails to approve a transferee as described below, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), (iii) and (iv) above."

And further:

"Gunnison County shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unable or unqualified to enforce the terms and provisions of this Easement; or is unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Section, Gunnison County shall consult with Grantee and provide Grantee an opportunity to address Gunnison County's concerns. If Gunnison County's concerns are not addressed to its satisfaction, Gunnison County may require that Grantee assign this Easement to an organization designated by Gunnison County that complies with (i), (ii), and (iii) above. In the case that Grantee ceases to exist, Gunnison County shall transfer the Easement itself. "

And further:

"If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Gunnison County has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and Gunnison County shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter. "

And further:

"Grantee and Gunnison County shall provide notice to and consult with Grantor prior to any assignment or transfer of this Easement. Upon compliance with the applicable portions of this Section, the Parties shall record an instrument completing the assignment in the records of the county or counties in which

the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances."

8. The following language will be included in a section describing "Condemnation" or similarly titled section:

"Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall notify Gunnison County."

And further:

"If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, all expenses reasonably incurred by Grantor, Grantee, and Gunnison County in connection with the taking or in lieu purchase shall be paid out first out of the amount recovered, and Grantee shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

9. The following language will be included in a section describing "Termination or Extinguishment of Easement" or similarly titled section:

"Except as provided in Section 15 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall notify Gunnison County. Grantee and Gunnison County shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

10. The following language will be included in a section describing "Compensation upon Condemnation, Termination, or Extinguishment" or similarly titled section:

[Insert only if the GVLPB contributed to the conservation easement purchase]:

"If the Property is condemned, in whole or in part, pursuant to Section 15 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 16 (Termination or Extinguishment of Easement), Grantee and Gunnison County shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Share of the full fair market value of the Property unrestricted by this

Easement pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii). Grantor shall not voluntarily accept less than full fair market value of the affected Property unrestricted by this Easement without Grantee's approval."

"The allocation of the Proportionate Share between Grantee and Gunnison County will be as follows: (a) to Grantee or its designee, N/A percent of the Proportionate Share and (b) to Gunnison County N/A percent of the Proportionate Share. Until such time as Grantee and Gunnison County receive the Proportionate Share from Grantor or Grantor's successor or assign, Grantee and Gunnison County each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, Grantee must reimburse Gunnison County for the amount of the Proportionate Share due to Gunnison County."

[Insert only if the GVLPB contributed to transaction costs]:

"Gunnison County shall be entitled to reimbursement of all transaction costs paid by a GVLPF grant if the Easement is terminated or extinguished in whole. If the Easement is terminated or extinguished in part, Gunnison County shall be entitled to reimbursement of a proportion of the transaction costs it contributed; such proportion calculated as a fraction, the numerator of which is the number of acres terminated or extinguished and the denominator of which is the total number of acres of the Easement. Reimbursement is provided by Grantor."

11. The following language will be included in a section describing "No Merger, Abandonment, Release, or Adverse Possession" or similarly titled section:

"Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Deed. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor and Gunnison County. As a condition of such approval, Gunnison County may require that Grantee first transfer either the Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. In the event Grantee acquires fee title to the Property without Grantee's prior knowledge (e.g. a bequest of fee title by will), upon its learning of such conveyance, Grantee shall promptly provide notice of the same to Gunnison County, and Gunnison County may require that Grantee transfer this Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. The Easement

reasonable discretion that conditions on or surrounding the subject property have changed so much that it has become impossible to fulfill the easement's conservation purpose.

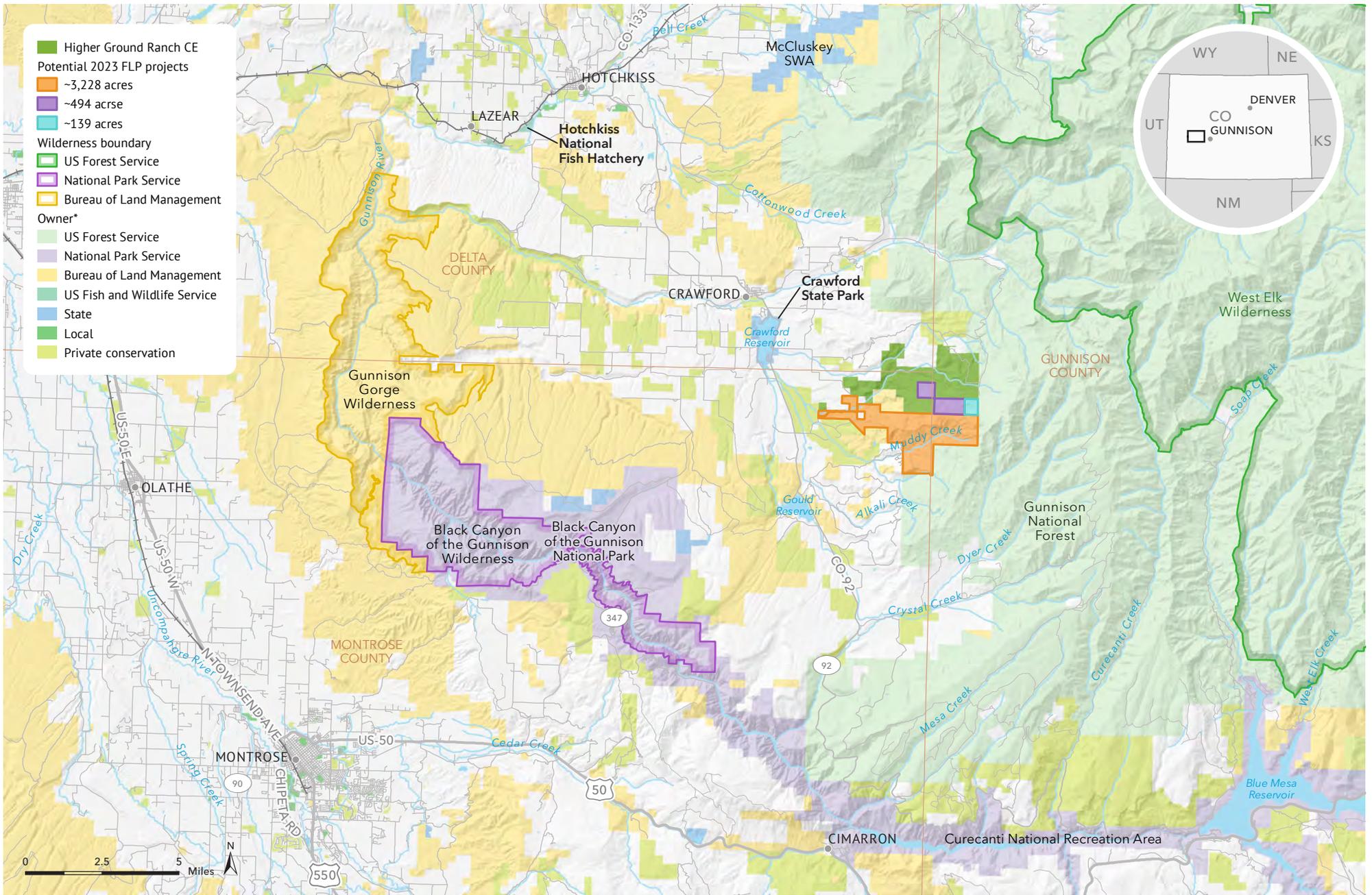
* *Standing To Enforce*. Notwithstanding any provision in C.R.S. 38-30.5-101. et. seq., as it may be amended, to the contrary, the Board shall have standing to initiate and participate in court proceedings to enforce the Grant Agreement and any Use Restriction, enacted via a Conservation Easement or other Board approved method, funded wholly or in part by funds granted by the Grant Agreement.

Exhibit B - Project Summary

The 3,327-ac HIGHER GROUND HEADWATERS CONSERVATION EASEMENT (HGH), which has over 1,462-acres in Gunnison County (Montrose – 1,410; Delta – 455) is the first piece of what will grow into a nearly 47,000-acre project to protect privately held forestland surrounded by over 3.7M acres of protected federal land within the Gunnison River Basin, which over 6.8M people rely on for their water. 70% of the basin is in federal ownership, and adjacent and nearby federal lands include Gunnison National Forest, the Gunnison Gorge Wilderness, the Black Canyon of the Gunnison National Park and Wilderness, and the Curecanti National Recreation Area. HGH will protect the headwaters of Doug and Clear Fork Creeks, over 14-miles of stream frontage, and 28 springs that contribute to critical water supplies provided by the Gunnison River system including Crawford and Gould Reservoirs that are used primarily for irrigation water and public recreation. HGH and the surrounding area are now under constant development pressure due to Colorado's unprecedented growth and pandemic migration to rural areas. The 80% forested HGH will prevent development in critical wildlife habitat, conserve the health of a critical watershed, support active timber management and establish public access to HGH while catalyzing 17 potential FLP projects.

Exhibit C – Budget

Project Activities	Project Funding				
Total	Total Cost	Gunnison Valley Land Preservation Fund	Other Funds		
			Amount	Source	Status
	\$8,050,000	\$150,000	\$3,000,000	Forest Legacy Program	Committed
			\$50,000	TPL – In Kind	Committed
			\$425,000	GOCO	Committed
			\$425,000	CPW	Committed
		\$4,000,000	Higher Ground Land Company	Committed (Land Value Donation)	

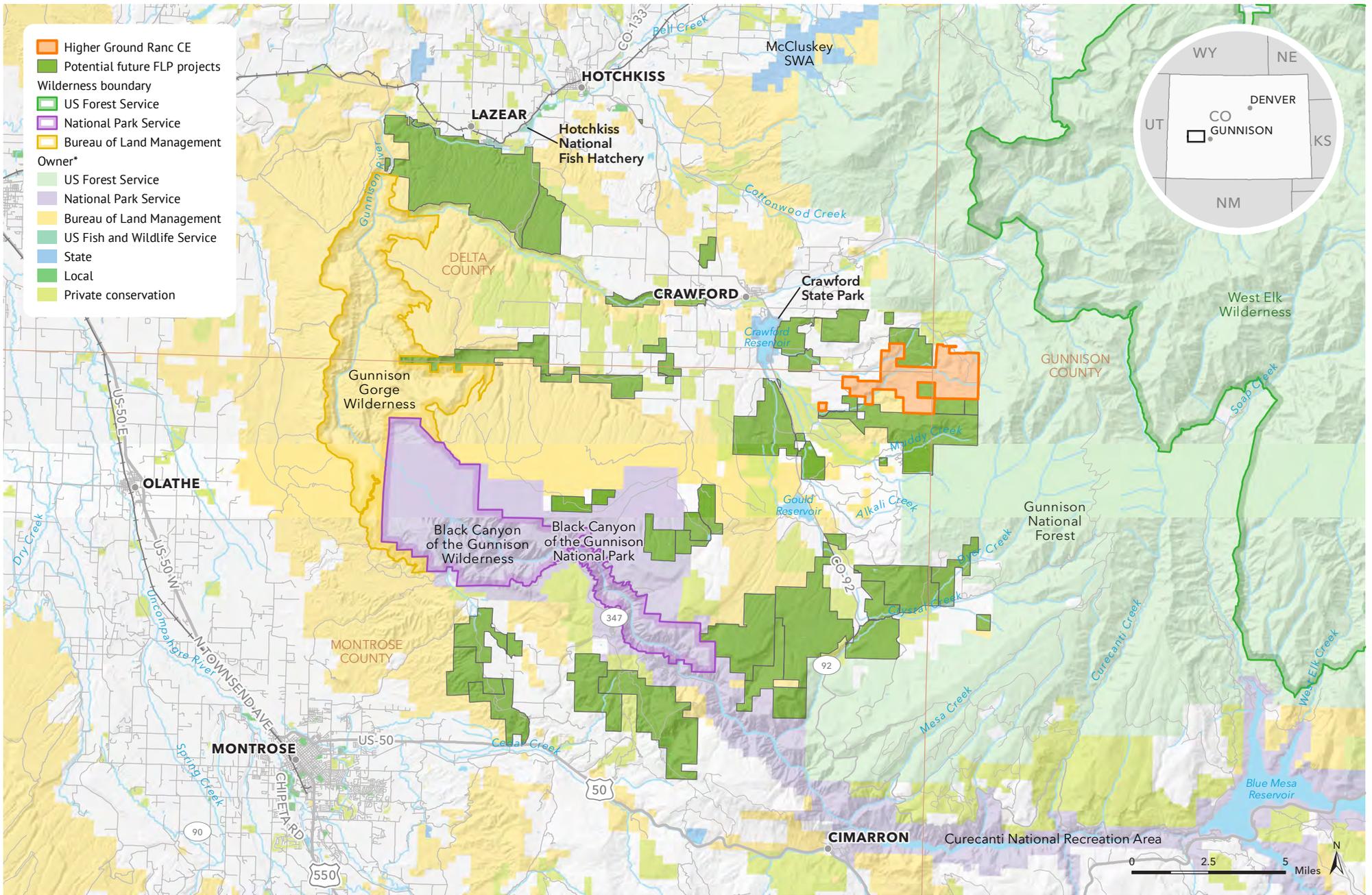


Potential 2023 Forest Legacy projects

HIGHER GROUND RANCH, MONTROSE, DELTA, AND GUNNISON COUNTIES, COLORADO

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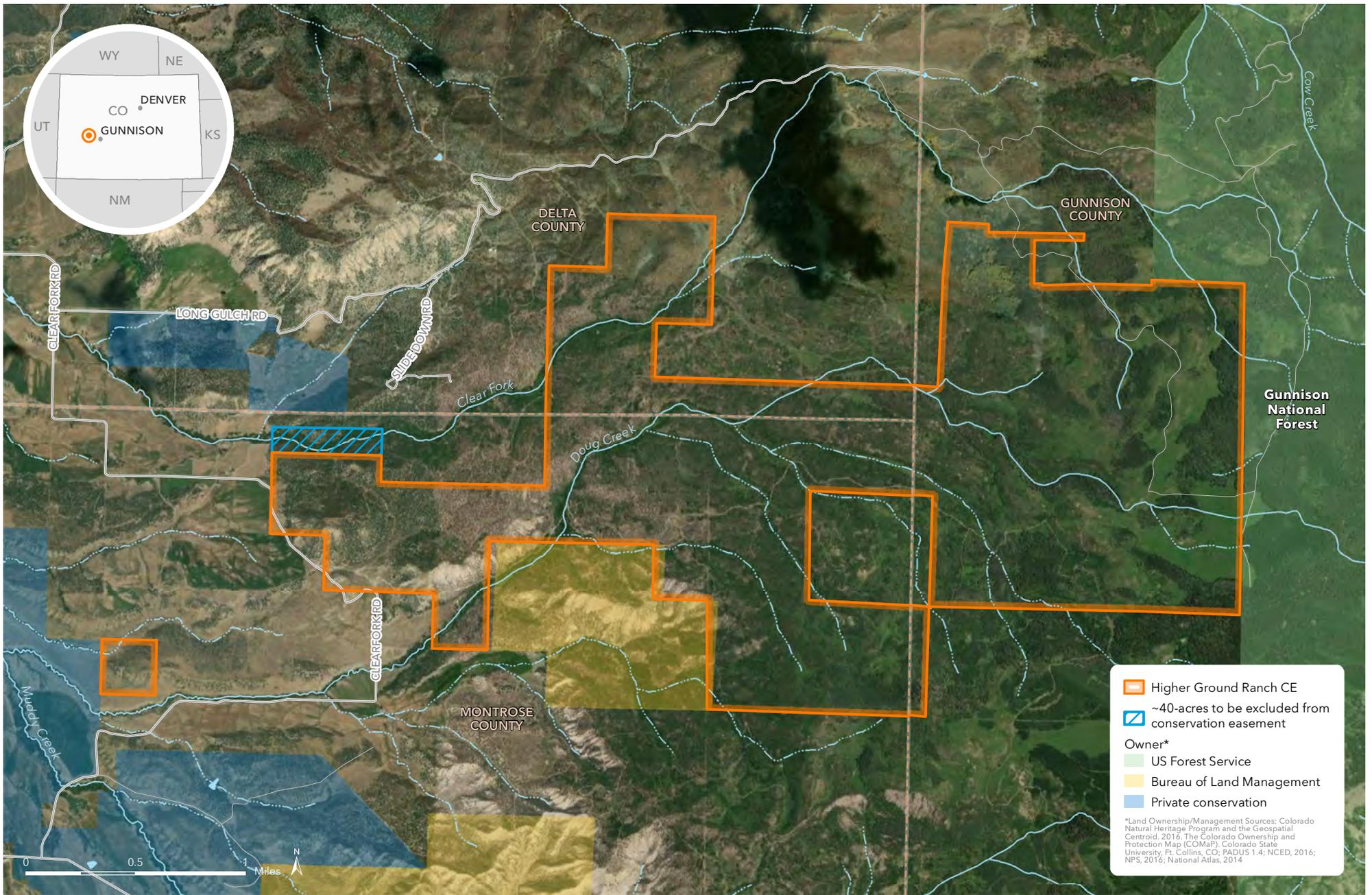


Overall potential future projects

HIGHER GROUND RANCH, MONTROSE, DELTA, AND GUNNISON COUNTIES, COLORADO

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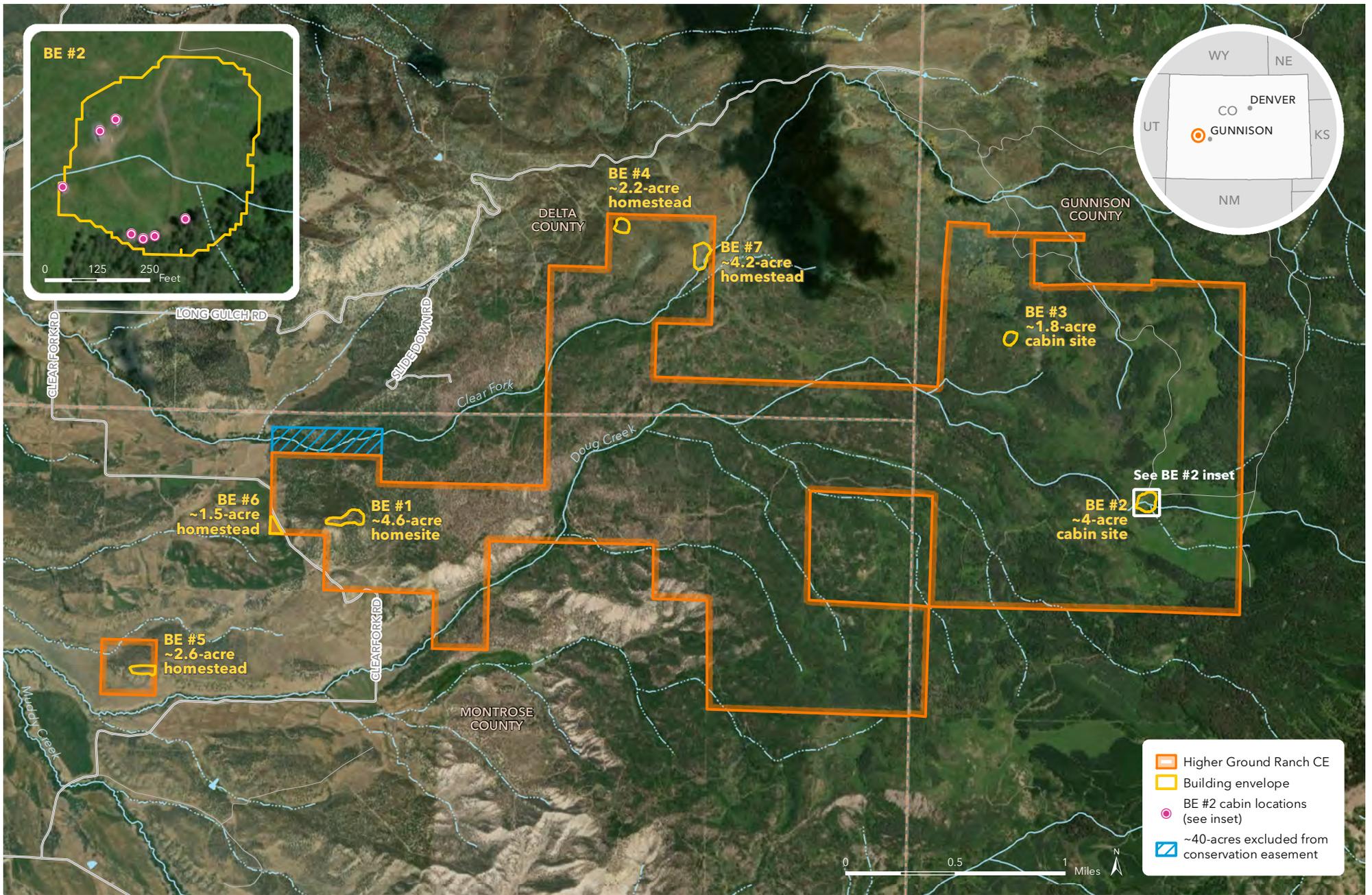


Aerial map

HIGHER GROUND RANCH CE, MONTROSE, DELTA, AND GUNNISON COUNTIES, COLORADO

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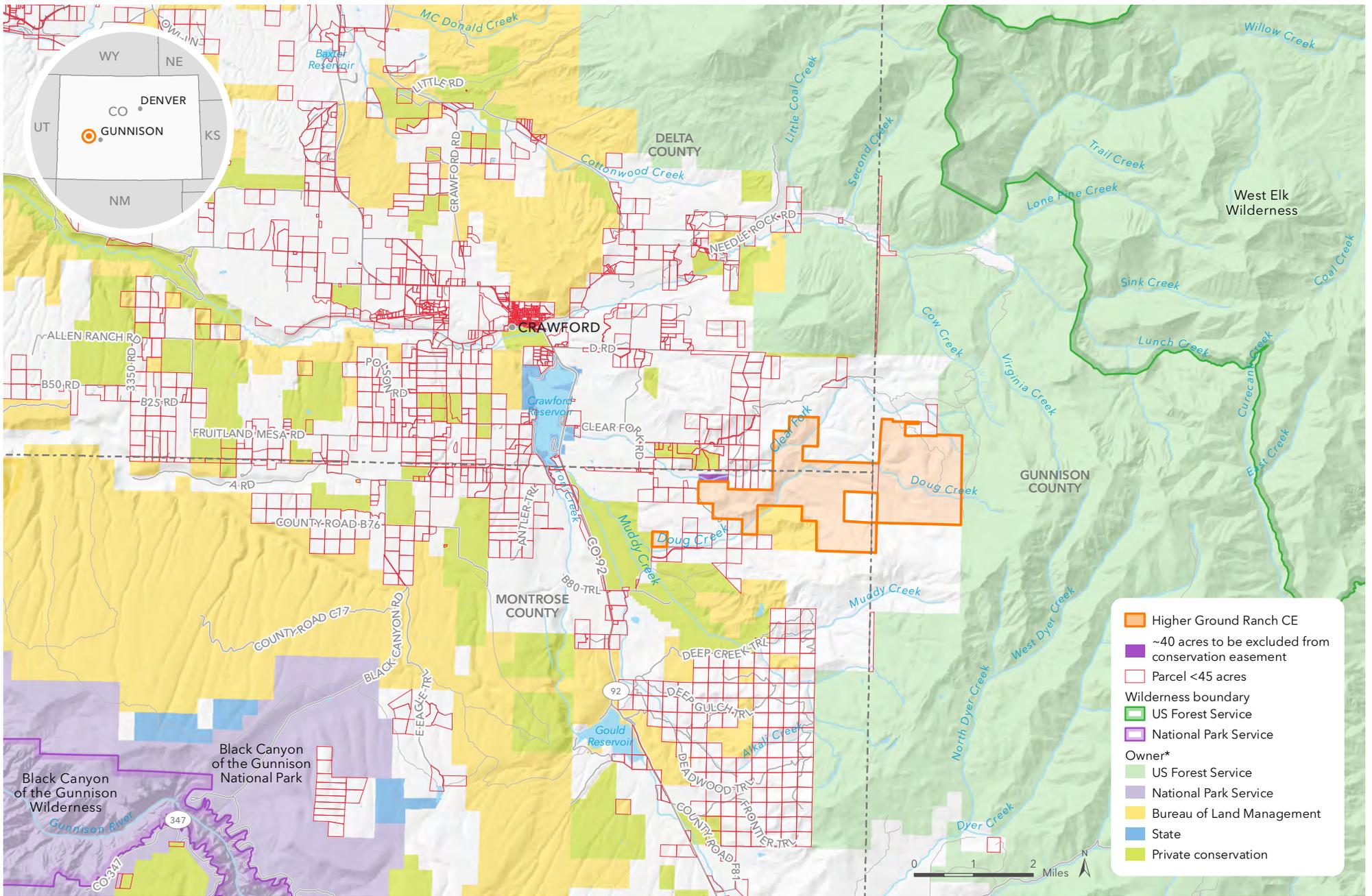


Building envelopes

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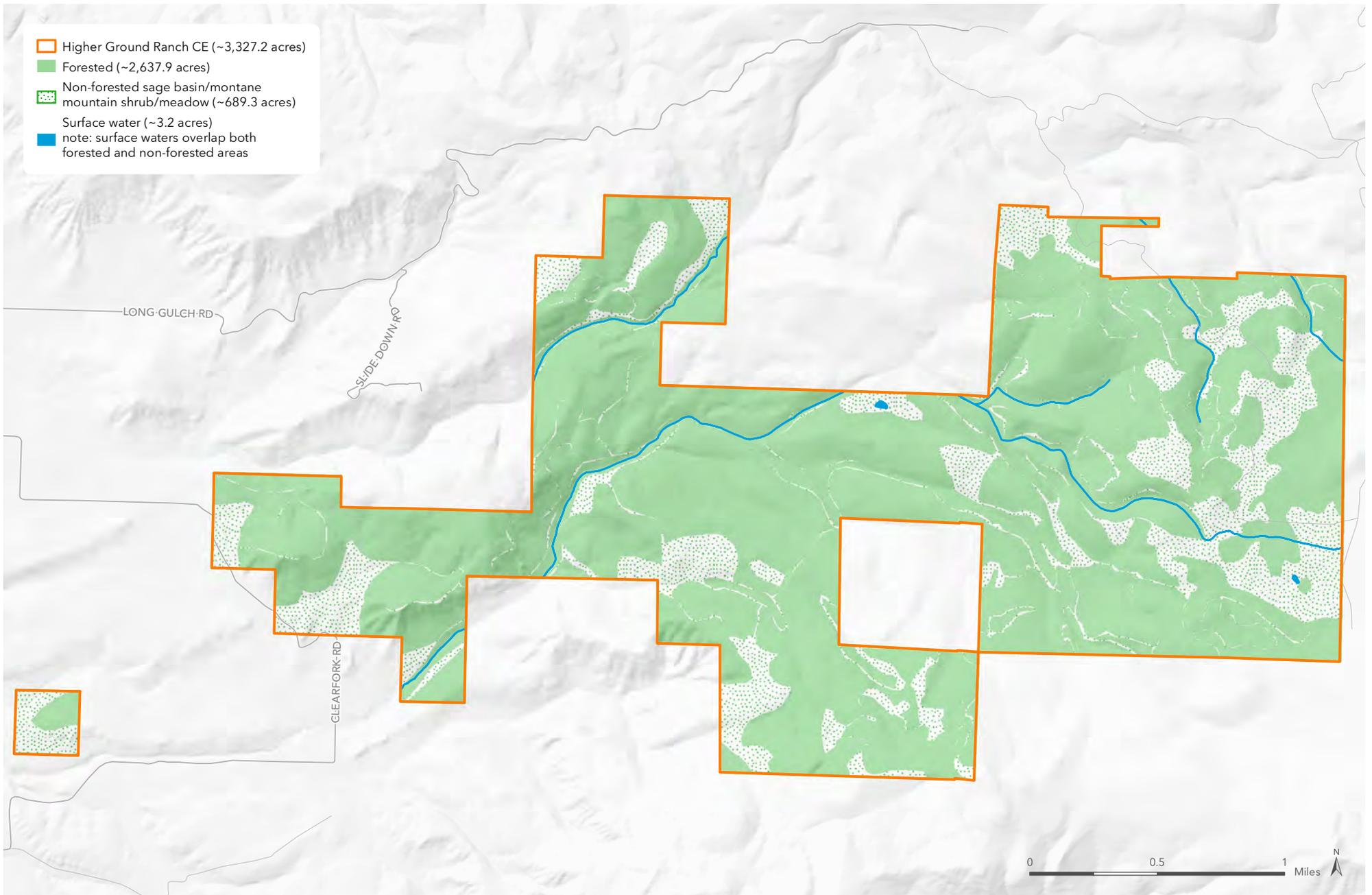
Development pressure

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*Land Ownership/Management Sources: Colorado Natural Heritage Program and the Geospatial Centroid, 2016. The Colorado Ownership and Protection Map (COMAP), Colorado State University, Ft. Collins, CO; PADUS 1.4; NCED, 2016; NPS, 2016; National Atlas, 2014



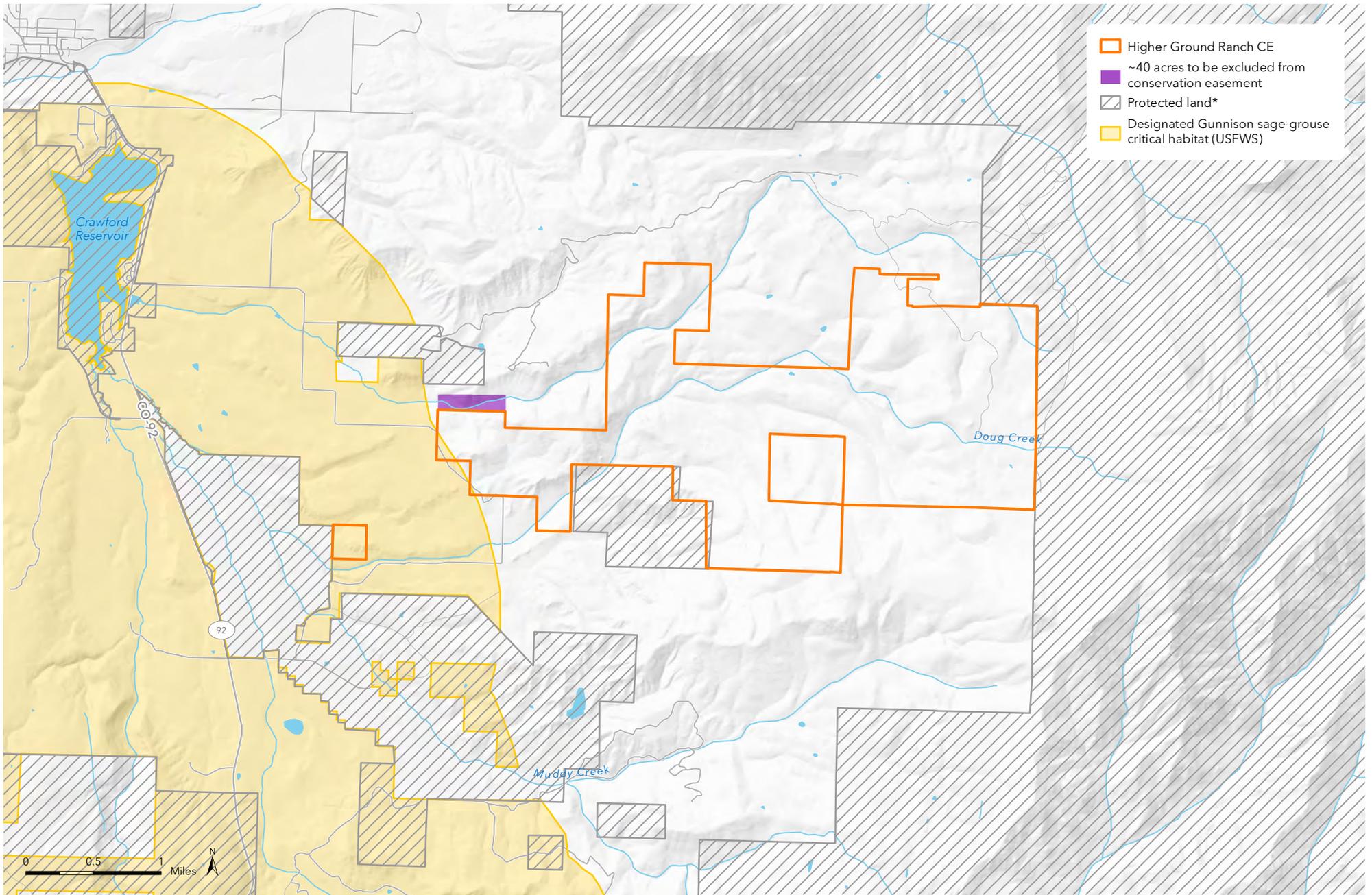


Forested acres

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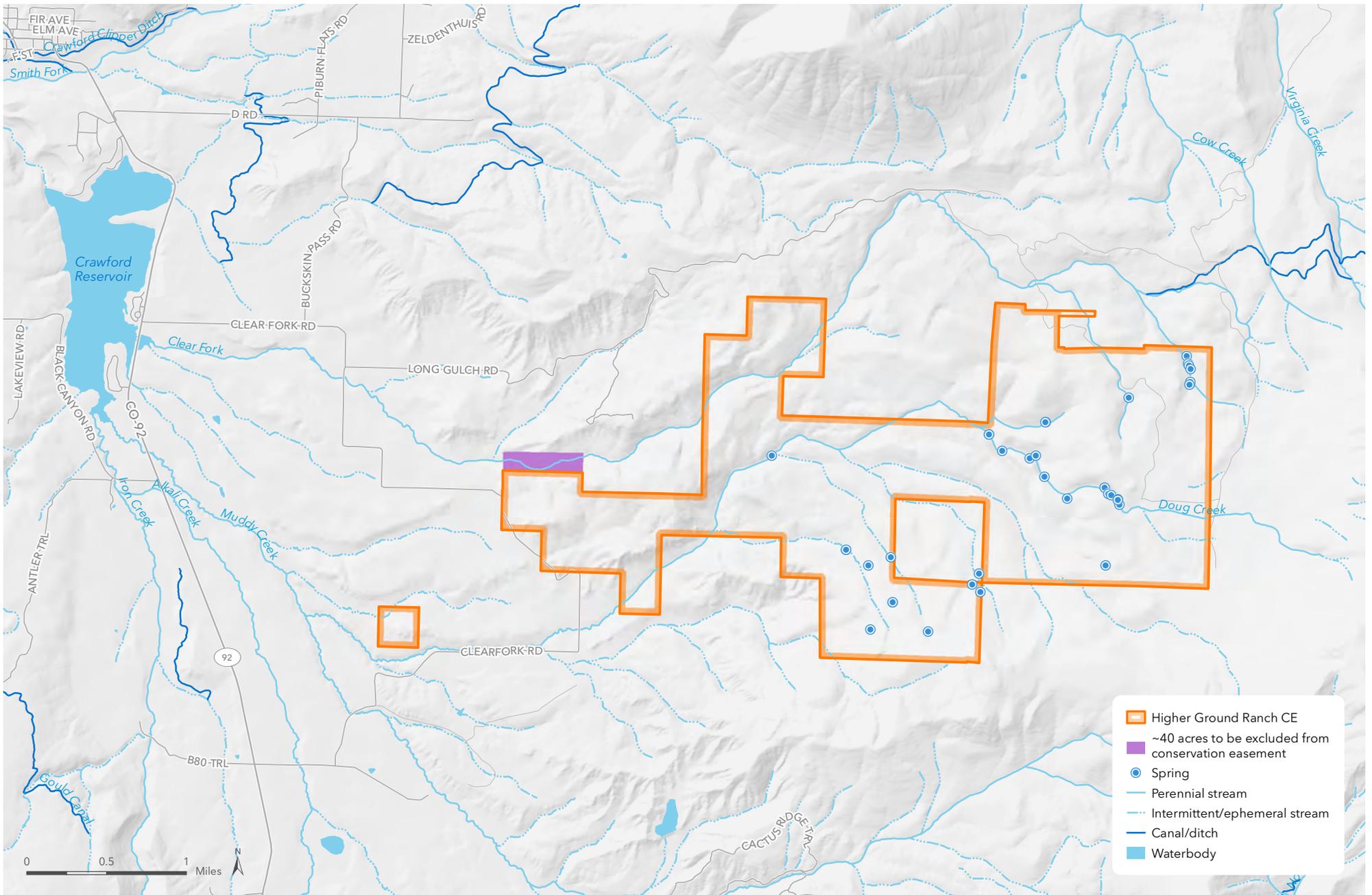
Gunnison sage-grouse critical habitat

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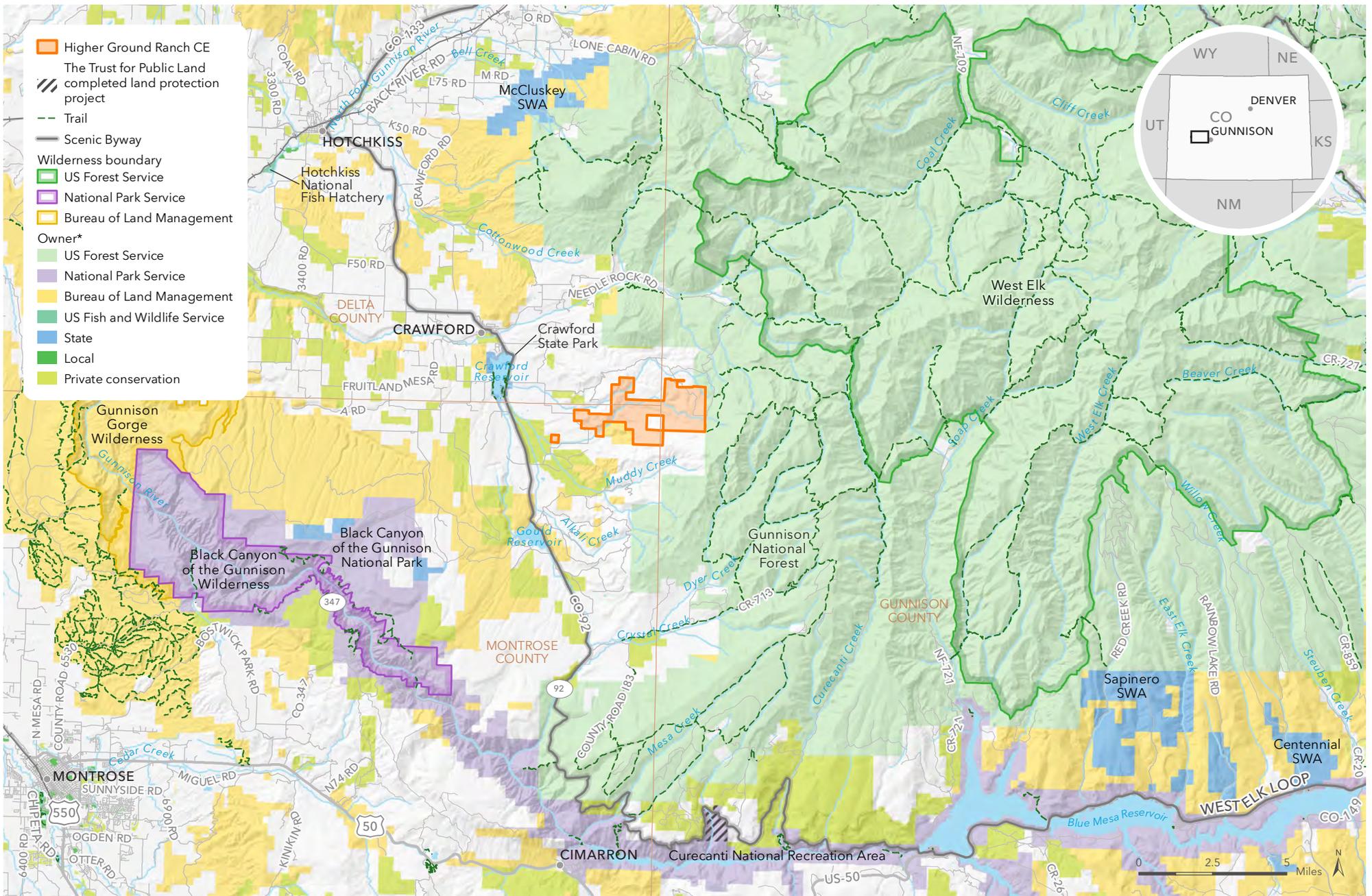


Hydrologic resources

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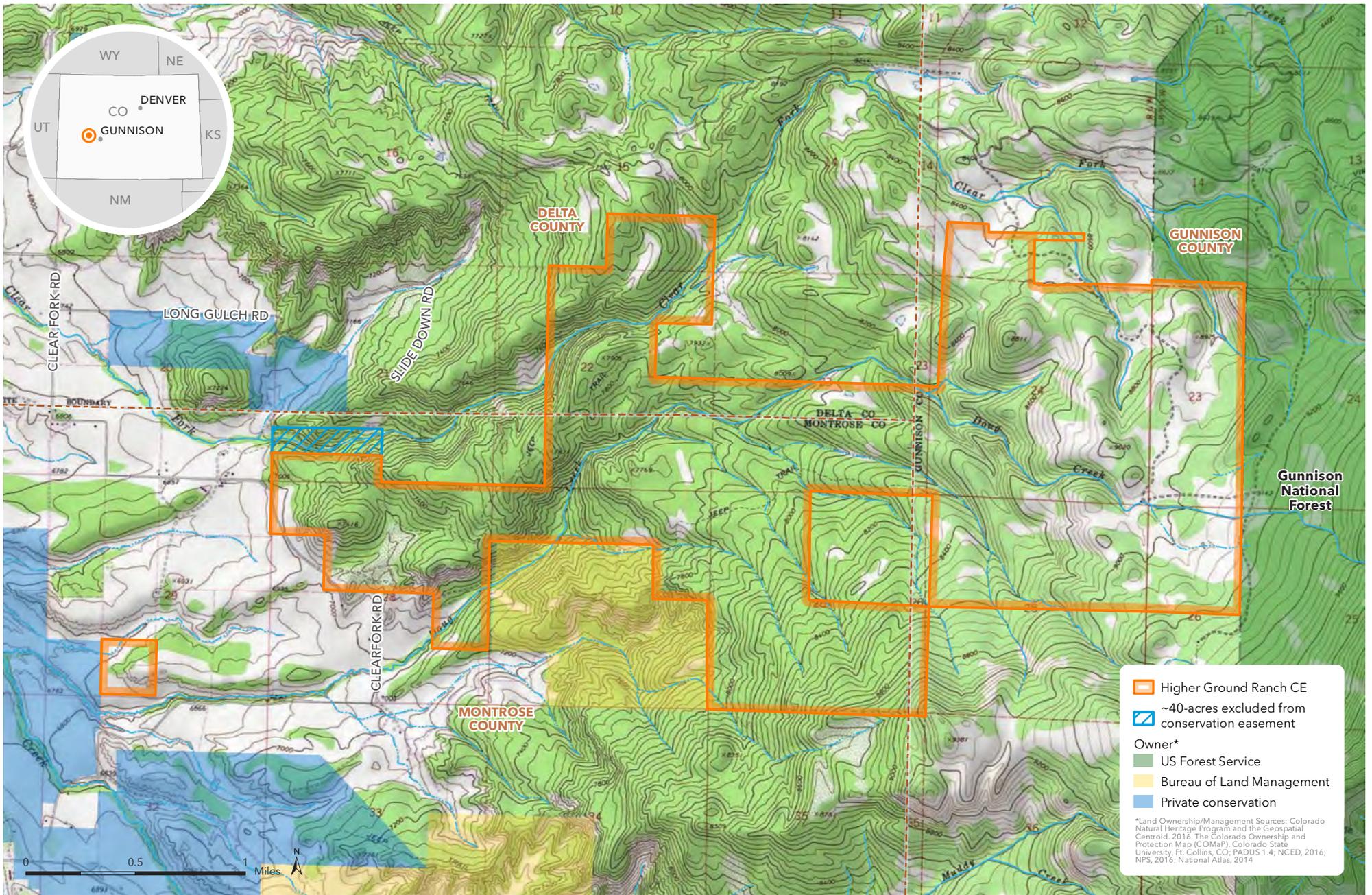
Protected lands

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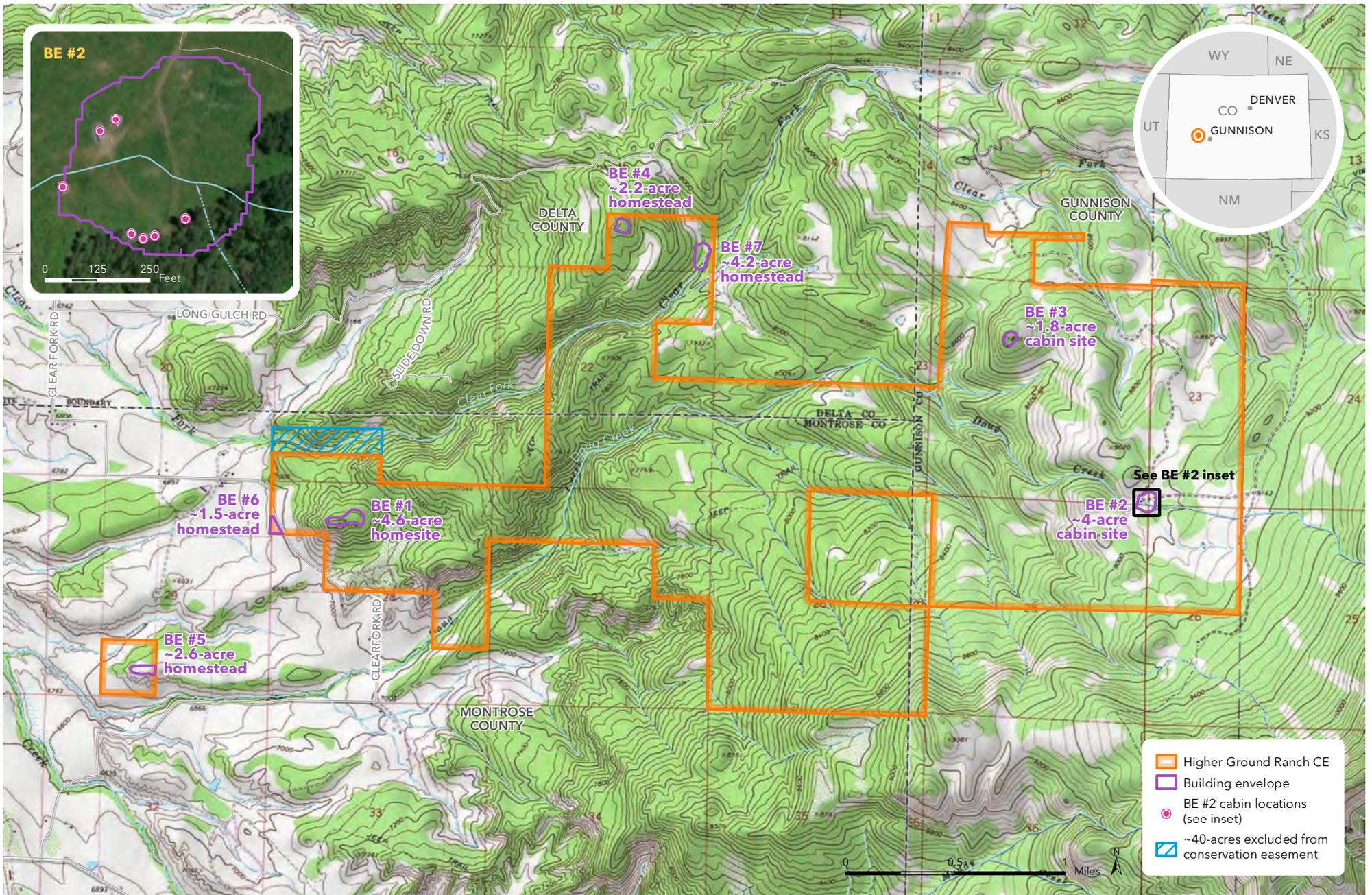


Topographic map

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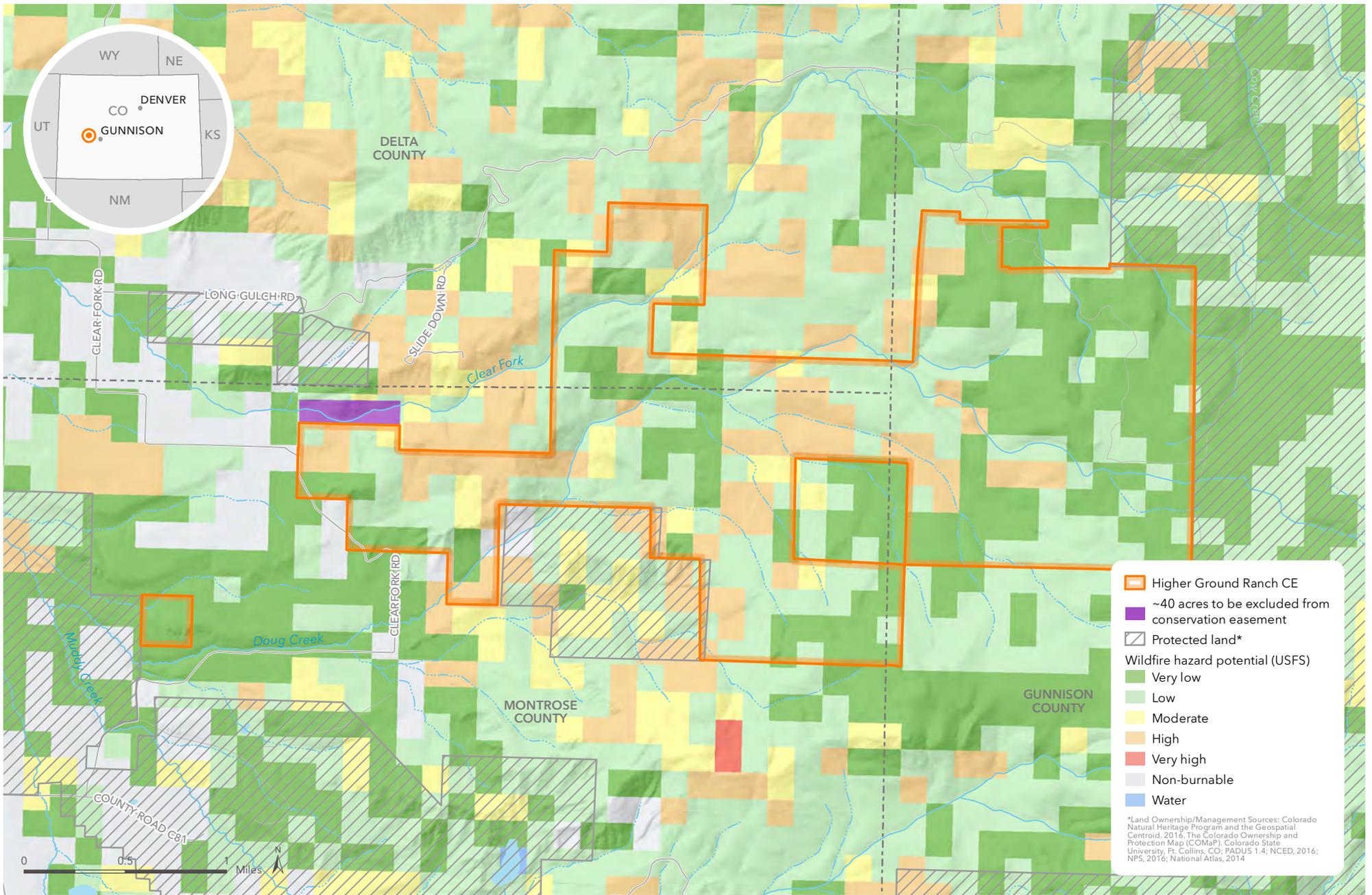


Building envelopes

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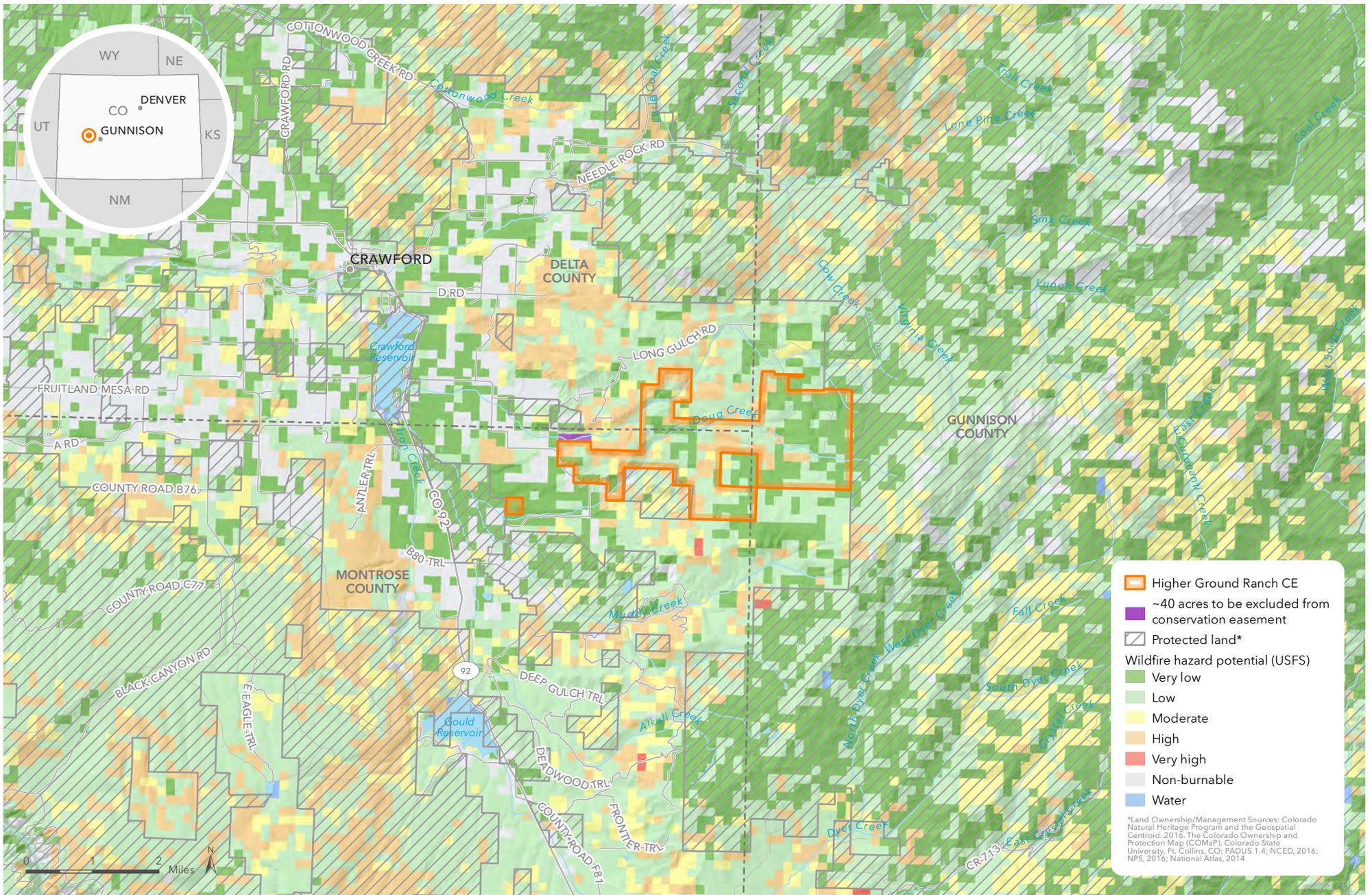


Wildfire hazard potential

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Wildfire hazard potential

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