

- 1 - Agenda
- 2 - Liquor License, CB
- 3a - Steel Purchase
- 3b - Dr. Meeuwsen Contract
- 3c - Airport Grant Application
- 3d - Grant Application
- 3e - Grant Application
- 3f - Airport Grant Application, \$1M
- 4 - Calendar
- 5 - Resolution
- 6 - Letter of Support
- 7 - COVID Recovery Team Recommendations
- 8a - HS Agenda
- 8b - HS, Oct 2020 Minutes
- 8c - HS, Dec 2020 Minutes

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, February 16, 2021

Page 1 of 2

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

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

- 8:30am
- Call to Order
 - Alcohol Beverage License #03-04246; Crested Butte, LLC dba Paradise Restaurant; Effective Dates 2/4/2021 – 2/4/2022
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:32 am
- Call to Order; Agenda Review
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Acknowledgment of County Manager Approval to Purchase Steel Material; Cattle Guard Construction and Shop Projects; Penrose Steel & Tubing, Inc.; \$23,911.12
 2. Contractor Agreement; Dr. Anna Meeuwssen; 1/1/2021 thru 12/31/2021; \$1,200
 3. Application for Federal Assistance SF-424; Small Community Air Service Development Program; Gunnison-Crested Butte Regional Airport; Summer Service from DFW Beginning June 2022
 4. Grant Application; State of Colorado Department of Human Services; Emerging and Expanding Child Care Grant Program; 2/1/21 thru 6/30/22; \$13,127
 5. Grant Application on Behalf of the Community Health Coalition of the Gunnison Valley; 3/1/21 thru 9/30/21; \$50,000
 6. Application for Federal Assistance SF-424; Gunnison-Crested Butte Regional Airport; Terminal Construction Project; \$1,000,000
 - Scheduling
- 8:35
- County Manager's Reports:
 1. Resolution; Delegating Signatory Authority to County Manager for Affordable Housing Deed Restrictions
- 8:40
- Deputy County Manager's Reports and Project Updates
- 8:50
- Correspondence:
 1. Letter of Support; North Fork EMS Ambulance Grant Application
- 8:55
- COVID-19 Recovery Team Recommendations
- 9:10
- Unscheduled Citizens: Limit to 5 minutes per item. No formal action can be taken at this meeting.
 - Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
 - Adjourn

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

- 9:30 am
- (See separate agenda)

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

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, February 16, 2021

Page 2 of 2

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

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/84658690131?pwd=T1RrcmwwUCtCRcTaZHdBWkdWd0I5dz09>

Meeting ID: 846 5869 0131

Passcode: 612163

One tap mobile

+13462487799,,84658690131#,,,,*612163# US (Houston)

+14086380968,,84658690131#,,,,*612163# US (San Jose)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-04246; Crested Butte,

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Liquor License renewal for Crested Butte LLC dba Paradise Restaurant

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 2/4/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/9/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 2/16/2021



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-04246
to sell/serve malt, vinous, spirituous liquor for (on the)-premises
consumption in the County of Gunnison, Colorado.

**CRESTED BUTTE LLC DBA PARADISE RESTAURANT
SE1/4SW1/4SECTION19T13SOUTH RANGE 85 WEST
CRESTED BUTTE, COLORADO 81224**

Fee \$100.00

Effective Dates: 02.04.2021 - 02.04.2022

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

Kathy Simillion 2-3-2021 _____
Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1697 Cole Blvd, Suite 200
Lakewood, CO 80401

**CRESTED BUTTE LLC
dba PARADISE RESTAURANT
SE1/4SW1/4SECTION19T13 SOUTH RANGE 85 WEST
6TH PM
Gunnison CO 81230**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-04246	License Expires at Midnight 02/04/2022
License Type HOTEL & RESTAURANT (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1697 Cole Blvd, Suite 200 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 2/2/2021 AJM

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1697 Cole Blvd, Suite 200
Lakewood, CO 80401

**CRESTED BUTTE LLC
dba PARADISE RESTAURANT
SE1/4SW1/4SECTION19T13 SOUTH RANGE 85 WEST
6TH PM
Gunnison CO 81230**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-04246	License Expires at Midnight 02/04/2022
License Type HOTEL & RESTAURANT (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1697 Cole Blvd, Suite 200 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 2/2/2021 AJM

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

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

Submit to Local Licensing Authority

**PARADISE RESTAURANT
 PO BOX 5700
 Crested Butte CO 81224**

Received
 12-31-2020
 kb

Fees Due		
Renewal Fee		500.00
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name CRESTED BUTTE LLC		Doing Business As Name (DBA) PARADISE RESTAURANT		
Liquor License # 03-04246	License Type Hotel & Restaurant	Sales Tax License # 00774205	Expiration Date 02/04/2021	Due Date 12/21/2020
Business Address SE1/4SW1/4SECTION19T13 SOUTH RANGE 85 WEST 6TH PM Gunnison CO 81230				Phone Number 9703492202
Mailing Address PO BOX 5700 Crested Butte CO 81224			Email lori.l.henk@vailresorts.com	
Operating Manager Brian Turner	Date of Birth 07/31/73	Home Address PO Box 2134, Crested Butte, CO 81224		Phone Number 970-275-3508
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

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

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business Jon D. Crichton	Title Director of F&B
Signature <small>DocuSigned by:</small> <i>Jon D. Crichton</i>	Date 12/31/2020

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For <i>Gunnison County</i>	Date <i>12-31-2020</i>
Signature <i>Hathy Simillion</i>	Title <i>County Clerk</i>
	Attest <i>Reg Williams</i>

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

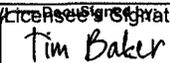
Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business) Crested Butte LLC (dba Paradise Restaurant)		Social Security Number/Tax Identification Number 03-04246 liquor lic / Sales tax #00774205	
Address SE1/4SW1/4SECTION19T13 SOUTH RANGE 85 WEST 6TH PM			
City Gunnison		State CO	Zip 81230
Home Phone Number 970.349.2333		Business/Work Phone Number 970.349.4681	
Printed name of person signing on behalf of the Applicant/Licensee Tim Baker			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed 11/27/2020

9617A28CB2F04BF...

Privacy Act Statement

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Approval to Purch

Action Requested: Motion

Parties to the Agreement: Penrose Steel & Tubing, Inc.

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Two quotes for steel material for cattle guard construction and shop projects were received.
Approve low bid from Penrose Steel

Fiscal Impact: \$23,911.12

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 2/8/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 1/29/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 2/8/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/16/2021

Steel Quote – Vendor Information Sheet

Vendor Penrose Steel & Tubing, Inc

Address 5425 C.R. 123
Penrose Co. 81240

Phone Number 719-372-3911

Fax Number 719-372-3724

E-Mail Address mark@penrosesteel.com

Authorized Representative's Signature Mark A Braun

Printed Name of Authorized Representative Mark Braun

Title Pres.

Date 1-22-21

Vendor _____

Quote Form
2021 - Steel Quote

<u>PIECES</u>	<u>SIZE</u>	<u>LENGTH</u>	<u>WEIGHT</u>	<u>COST PER CUT LENGTH</u>	<u>TOTAL</u>
<u>24 FT CATTLEGUARD:</u>					
I - BEAM (S-BEAM)					
24	8"	8ft	18.4 lb/ft	<u>162.⁰⁰</u>	<u>3888.⁰⁰</u>
6	16"	24ft 6in	36 lb/ft	<u>680.⁰⁰</u>	<u>4080.⁰⁰</u>
6	16"	7ft 11 7/8in	36 lb/ft	<u>244.⁰⁰</u>	<u>1464.⁰⁰</u>
CHANNEL					
6	12"	24ft	20.7 lb/ft	<u>480.⁰⁰</u>	<u>2880.⁰⁰</u>
6	12"	8ft 7in	20.7 lb/ft	<u>206.⁵⁰</u>	<u>1239.⁰⁰</u>
RECTANGULAR TUBE					
72	3/16"x3"x4"	11ft 10.5in	8.15 lb/ft	<u>101.⁵⁰</u>	<u>7308.⁰⁰</u>
STRAP					
24	3/8"x3"	10ft	3.83 lb/ft	<u>27.⁰¹</u>	<u>648.²⁴</u>
SUBTOTAL COST:				<u>21,507.24</u>	

CATTLEGUARD REPAIR STEEL:

RECTANGULAR TUBE					
5	3/16"x3"x4"	20ft	8.15 lb/ft	<u>162.20</u>	<u>811.⁰⁰</u>
STRAP					
5	3/8" x 3"	20ft	3.83 lb/ft	<u>54.02</u>	<u>270.10</u>
SUBTOTAL COST:				<u>1,081.10</u>	

STEEL FOR GATES (CRESTED BUTTE):

RECTANGULAR TUBE

2 3/16"x3"x4" 20ft 8.15 lb/ft 162.20 324.40

SUBTOTAL COST: 324.40

STEEL FOR SIGN STANDS:

ANGLE IRON

20 1/8"x3/4"x3/4" 20ft .59 lb/ft 14.69 293.80

ROUND STOCK

1 1/4" 20ft .167 lb/ft _____ 4.89

SUBTOTAL COST: 298.69

SHOP STEEL:

ANGLE IRON

2 3/16"x1"x1" 20ft 1.16 lb/ft 20.81 41.62

2 3/16"x2"x2" 20ft 2.44 lb/ft 34.69 69.38

FLAT BAR

1 1" x 4" 20ft 13.60 lb/ft _____ 195.44

2 3/16" x 1" 20ft .638 lb/ft 12.07 24.14

1 3/16" x 2" 20ft 3.83 lb/ft _____ 22.39

PLATE

1 1/4"x 4' x 8' Sheet 10.21 lb/ft _____ 277.18

SQUARE TUBE

2 1/8" x 1" 20ft 1.44 lb/ft 34.77 69.54

SUBTOTAL COST: 699.69

TOTAL BID COST: 23,911.12

Anticipated Delivery Date 2 weeks from notification

Exceptions or Comments Prices are good until
2-5-2021

The undersigned, having carefully read and considered the Invitation to Quote, does hereby offer to provide product to the Gunnison County Public Works Department, delivered to the location listed.

The undersigned further states that this quote is made in good faith and is not founded on, or in consequence of, any collusion, anticompetitive agreement or other type of anticompetitive activities between themselves and any other interested party, in restraint of free competition.

Company Name Penrose Steel & Tubing, Inc.

Authorized Representative Name (printed) Mark Braun

Authorized Representative Signature Mark A Braun

Date: 1-22-21

* Prices good until 2-5-2021 *

Steel Quote – Vendor Information Sheet

Vendor Recla Metals LLLP

Address 136 S. Maple Ave
Montrose, CO 81401

Phone Number 970-249-7922

Fax Number 970-240-6988

E-Mail Address Lonnie@reclametals.com

Authorized Representative's Signature Lonnie Sammons

Printed Name of Authorized Representative Lonnie Sammons

Title Inside Sales

Date 1/22/2021

Vendor Recla Metals

**Quote Form
2021 - Steel Quote**

<u>PIECES</u>	<u>SIZE</u>	<u>LENGTH</u>	<u>WEIGHT</u>	<u>COST PER CUT LENGTH</u>	<u>TOTAL</u>
<u>24 FT CATTLEGUARD:</u>					
I - BEAM (S-BEAM)					
24	8"	8ft	18.4 lb/ft	<u>385.00</u>	<u>9240.00</u>
6	16"	24ft 6in	36 lb/ft	<u>645.00</u>	<u>3870.00</u>
6	16"	7ft 11 7/8in	36 lb/ft	<u>225.00</u>	<u>1350.00</u>
CHANNEL					
6	12"	24ft	20.7 lb/ft	<u>392.00</u>	<u>2352.00</u>
6	12"	8ft 7in	20.7 lb/ft	<u>166.00</u>	<u>996.00</u>
RECTANGULAR TUBE					
72	3/16"x3"x4"	11ft 10.5in	8.15 lb/ft	<u>101.00</u>	<u>7272.00</u>
STRAP					
24	3/8"x3"	10ft	3.83 lb/ft	<u>29.00</u>	<u>696.00</u>
SUBTOTAL COST:				<u>25,776.00</u>	

CATTLEGUARD REPAIR STEEL:

RECTANGULAR TUBE					
5	3/16"x3"x4"	20ft	8.15 lb/ft	<u>157.00</u>	<u>785.00</u>
STRAP					
5	3/8" x 3"	20ft	3.83 lb/ft	<u>48.00</u>	<u>240.00</u>
SUBTOTAL COST:				<u>1025.00</u>	

STEEL FOR GATES (CRESTED BUTTE):

RECTANGULAR TUBE
2 3/16"x3"x4" 20ft 8.15 lb/ft 157.00 314.00

SUBTOTAL COST: 314.00

STEEL FOR SIGN STANDS:

ANGLE IRON
20 1/8"x3/4"x3/4" 20ft .59 lb/ft 8.80 176.00

ROUND STOCK
1 1/4" 20ft .167 lb/ft 4.20 4.20

SUBTOTAL COST: 180.20

SHOP STEEL:

ANGLE IRON
2 3/16"x1"x1" 20ft 1.16 lb/ft 15.60 31.20
2 3/16"x2"x2" 20ft 2.44 lb/ft 31.80 63.60

FLAT BAR
1 1" x 4" 20ft 13.60 lb/ft 180.40 180.40
2 3/16" x 1" 20ft .638 lb/ft 9.00 18.00
1 3/16" x 2" 20ft 3.83 lb/ft 16.40 16.40

PLATE
1 1/4"x 4' x 8' Sheet 10.21 lb/ft 271.68 271.68

SQUARE TUBE
2 1/8" x 1" 20ft 1.44 lb/ft 25.80 51.60

SUBTOTAL COST: 632.88

TOTAL BID COST: 27928.08

Anticipated Delivery Date 03/01/2021

Exceptions or Comments _____

The undersigned, having carefully read and considered the Invitation to Quote, does hereby offer to provide product to the Gunnison County Public Works Department, delivered to the location listed.

The undersigned further states that this quote is made in good faith and is not founded on, or in consequence of, any collusion, anticompetitive agreement or other type of anticompetitive activities between themselves and any other interested party, in restraint of free competition.

Company Name Recla Metals LLLP

Authorized Representative Name (printed) Lonnie Sammons

Authorized Representative Signature Lonnie Sammons

Date: 01/22/21

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; Dr. Anna Meeuwsen; 1/1/2021

Action Requested: County Manager Signature

Parties to the Agreement: Dr Meeuwsen & Gunnison County

Term Begins: 1/1/21

Term Ends: 12/31/2021

Grant Contract #:

Summary:

updated contract for dr meeuwesen to oversee family planning with the terms you requested (indemnity clause)

Fiscal Impact: 1,200

Submitted by: ariel tidwell

Submitter's Email Address: atidwell@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 2/8/2021

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 2/4/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/9/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/16/2021

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the 1st day of January 2021 by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Dr Anna Meeuwsen , whose address is Apache Dr. Gunnison, CO 81230 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding Health and Human Services in Gunnison County. Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31st 2021, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Health and Human Services strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed twelve

hundred dollars and No/100 U. S. Dollars (\$1200 or \$100/month). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to paragraph 14 of this Agreement.)

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars (\$387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000.00).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars (\$387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

IN CARRYING OUT ITS OBLIGATIONS AND ACTIVITIES UNDER THIS AGREEMENT, CONTRACTOR IS ACTING AS AN INDEPENDENT CONTRACTOR AND NOT AS AN AGENT, PARTNER, JOINT VENTURE OR EMPLOYEE OF GUNNISON COUNTY. CONTRACTOR DOES NOT HAVE ANY AUTHORITY TO BIND GUNNISON COUNTY IN ANY MANNER WHATSOEVER.

CONTRACTOR ACKNOWLEDGES AND AGREES THAT CONTRACTOR IS NOT ENTITLED TO: (I) UNEMPLOYMENT INSURANCE BENEFITS; OR (II) WORKERS COMPENSATION COVERAGE, FROM GUNNISON COUNTY. FURTHER,

CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS PAID IT RELATED TO THE SERVICES.

7. INDEMNIFICATION.

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

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

8. DISCRIMINATION.

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

9. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. Contractor certifies that it does not now knowingly employ or contract with an unauthorized immigrant who will perform work under this Agreement, and that Contractor will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all Contractor's employees who are hired to perform work under this Agreement.

- d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Contractor agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

10. ADA COMPLIANCE.

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

11. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

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

14. NOTICES.

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

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

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

Contractor: Dr Meeuwsen
220 N Spruce St
Gunnison, CO 81230

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

15. GOVERNING LAW.

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

16. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

17. ENTIRE AGREEMENT.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

CONTRACTOR

By: 
Anna Meeuwsen

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

- 1) Review all policies and procedures for Family Planning Clinic
- 2) Provide medical consultation to Public Health nurses in Family Planning Program
- 3) Review and cosign 10% of Family Planning patient charts (approximately 00 per year) for quality assurance purposes.
- 4) Provide medical consultation and oversight for the Nurse Practitioners and Physicians Assistants hired by Public Health in their capacity as mid level practitioners for Public Health
- 5) Provide appropriate supervision of the mid-level providers as outlined in the Medical Practice Act.
- 6) Meet annually with Public Health staff to review updates and concerns for local public health issues
- 7) Review and sign standard protocols and policies for Public Health immunization clinic
- 8) Be an advocate for Public Health and represent public health to the medical community.
- 9) Collaborate on public health advisory boards and coalitions as available.
- 10) Provide consultation as needed in development of local statutes or rules that may be necessary to meet an emergency epidemic and/or bioterrorism event.
- 11) Serve as a liaison between Public Health and the private medical community as necessary to meet the medical needs of an emergency epidemic and/or bioterrorism event.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Small Community Air Service Development Program

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Federal Aviation Administration and Gunnison County

Term Begins: 06/01/2022

Term Ends: 5/31/2025

Grant Contract #:

Summary:

Grant application for the Small Community Air Service Development Program (SCASDP) to begin and develop summer service from DFW beginning June 2022.

Fiscal Impact: GUC will not charge landing fees for the first season of operation under the Air Carrier Incentive Policy

Submitted by: Stephanie Williams

Submitter's Email Address: swilliams@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

If awarded, the local and "other" match of \$600k and \$600k respectively would be paid by both the Marketing District and the RTA, only \$25k from Gunnison Airport

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 2/11/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed grant application and no legal concerns raised. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 2/11/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/16/2021

Application for Federal Assistance SF-424

*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): NA * Other (Specify) NA
---	--	---

*3. Date Received: NA	4. Applicant Identifier: GUC
--------------------------	---------------------------------

5a. Federal Entity Identifier: 80030	*5b. Federal Award Identifier:
---	--------------------------------

State Use Only:

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

8. APPLICANT INFORMATION:

*a. Legal Name: Gunnison Board of County Commissioners	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 84-6000770	*c. Organizational DUNS: 13-311-5220

d. Address:

*Street 1:	519 Rio Grande Ave
Street 2:	
*City:	Gunnison
County:	
*State:	CO
Province:	
*Country:	USA: United States
*Zip / Postal Code	81230

e. Organizational Unit:

Department Name:	Division Name:
------------------	----------------

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

Prefix:	Mr.	*First Name:	Rick
Middle Name:			
*Last Name:	Lamport		
Suffix:			

Title: Airport Manager

Organizational Affiliation:

*Telephone Number: 970-642-7388	Fax Number:
---------------------------------	-------------

*Email: rlamport@gunnisoncounty.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

SCASDP

*** 12. Funding Opportunity Number:**

*

* Title:

*

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

Gunnison County is seeking cooperative funding to expand American Airlines services from DFW to now include service during the summer months starting 2022.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

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

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="600,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="600,000.00"/>
* e. Other	<input type="text" value="625,000.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="1,825,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?** a. This application was made available to the State under the Executive Order 12372 Process for review on b. Program is subject to E.O. 12372 but has not been selected by the State for review. c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)** Yes No

If "Yes", provide explanation and attach

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

 ** I AGREE

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

Authorized Representative:Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

**APPLICATION UNDER
SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM
DOCKET DOT-OST-2020-0231**

SUMMARY INFORMATION¹

All applicants must submit this Summary Information schedule, as the application coversheet, a completed standard form SF424 and the full application proposal on www.grants.gov.

For your preparation convenience, this Summary Information schedule is located at <http://www.transportation.gov/policy/aviation-policy/small-community-rural-air-service/SCASDP>

A. PROVIDE THE LEGAL SPONSOR AND ITS DUN AND BRADSTREET (D&B) DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER, INCLUDING +4, EMPLOYEE IDENTIFICATION NUMBER (EIN) OR TAX ID.

Legal Sponsor Name:

Name of Signatory Party for Legal Sponsor:

DUNS Number:

EIN/Tax ID:

B. LIST THE NAME OF THE COMMUNITY OR CONSORTIUM OF COMMUNITIES APPLYING:

1. _____
2. _____
3. _____
4. _____

C. PROVIDE THE FULL AIRPORT NAME AND 3-LETTER IATA AIRPORT CODE FOR THE APPLICANT(S) AIRPORT(S) (ONLY PROVIDE CODES FOR THE AIRPORT(S) THAT ARE ACTUALLY SEEKING SERVICE).

- | | |
|----|----|
| 1. | 2. |
| 3. | 4. |
-

¹ Note that the Summary Information does not count against the 20-page limit of the SCASDP application.

IS THE AIRPORT SEEKING SERVICE NOT LARGER THAN A SMALL HUB AIRPORT UNDER FAA HUB CLASSIFICATION EFFECTIVE ON THE DATE OF SERVICE OF THE ATTACHED ORDER?

Yes No

DOES THE AIRPORT SEEKING SERVICE HOLD AN AIRPORT OPERATING CERTIFICATE ISSUED BY THE FEDERAL AVIATION ADMINISTRATION UNDER 14 CFR PART 139? (IF "NO", PLEASE EXPLAIN WHETHER THE AIRPORT INTENDS TO APPLY FOR A CERTIFICATE OR WHETHER AN APPLICATION UNDER PART 139 IS PENDING.)

Yes No

D. SHOW THE DRIVING DISTANCE FROM THE APPLICANT COMMUNITY TO THE NEAREST:

1. Large hub airport: _____

2. Medium hub airport: _____

3. Small hub airport: _____

4. Airport with jet service: _____

Note: Provide the airport name and distance, in miles, for each category.

E. LIST THE 2-DIGIT CONGRESSIONAL DISTRICT CODE APPLICABLE TO THE SPONSORING ORGANIZATION, AND IF A CONSORTIUM, TO EACH PARTICIPATING COMMUNITY.

1. _____ 2. _____
3. _____ 4. _____

F. APPLICANT INFORMATION: (CHECK ALL THAT APPLY)

Not a Consortium Interstate Consortium Intrastate Consortium

Community (or Consortium member) previously received a Small Community Air Service Development Program Grant

NOTE: A community that currently receives subsidized Essential Air Service funding, receives assistance under the Alternate Essential Air Service Pilot Program, or is a participant in, and has received a grant under, the Community Flexibility Pilot Program, is not eligible for SCASDP grant funds. See Section C.1. ("Essential Air Service Communities")

If previous recipient: Provide year of grant(s): _____; and, the text of the grant agreement section(s) setting forth the scope of the grant project:

G. PUBLIC/PRIVATE PARTNERSHIPS: (LIST ORGANIZATION NAMES)

PUBLIC	PRIVATE
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

H. PROJECT PROPOSAL:

1a. GRANT GOALS: (CHECK ALL THAT APPLY)

- Launch New Carrier**
- Secure Additional Service**
- Upgrade Aircraft**
- First Service**
- New Route**
- Service Restoration**
- Regional Service**
- Surface Transportation**
- Professional Services²**
- Other** (explain below)

1b. GRANT GOALS: (SYNOPSIS)

CONCISELY DESCRIBE THE SCOPE OF THE PROPOSED GRANT PROJECT (FOR EXAMPLE, "REVENUE GUARANTEE TO RECRUIT, INITIATE AND SUPPORT NEW DAILY SERVICE BETWEEN ___ AND ___. OR "MARKETING PROGRAM TO SUPPORT EXISTING SERVICE BETWEEN ___ AND ___ BY ___ AIRLINES."

² "Professional Services" involve a community contracting with a firm to produce a product such as a marketing plan, study, air carrier proposal, etc.

1c. GRANT HISTORY

DOES THIS APPLICATION SEEK TO REPEAT A PAST GRANT PROJECT OF THE COMMUNITY OR CONSORTIUM (FOR EXAMPLE, A SPECIFIC DESTINATION AIRPORT)?

Yes No

IF THE ANSWER TO THE ABOVE QUESTION IS "YES":

A: WHAT YEAR WAS THE FORMER GRANT AGREEMENT SIGNED? _____

B: HAVE 10 YEARS PASSED SINCE THE PREVIOUS GRANT AGREEMENT WAS SIGNED?

Yes No

IF THE ANSWER TO 'B' ABOVE IS 'NO,' THE APPLICANT SHOULD APPLY FOR A FORMAL WAIVER OF THE TEN-YEAR SAME PROJECT LIMITATION (SEE SECTION C.1. "SAME PROJECT LIMITATION"). THE REQUEST FOR WAIVER SHOULD INCLUDE A) A STATEMENT THAT THE COMMUNITY OR CONSORTIUM IS REQUESTING A WAIVER OF THE LIMITATION IN ACCORDANCE WITH THE PROVISIONS OF 49 U.S.C. § 41743(C) (4)(C); AND B) INFORMATION AND EVIDENCE TO SUPPORT A FINDING THAT THE APPLICANT SPENT LITTLE OR NO MONEY ON ITS PREVIOUS PROJECT OR ENCOUNTERED INDUSTRY OR ENVIRONMENTAL CHALLENGES, DUE TO CIRCUMSTANCES THAT WERE REASONABLY BEYOND THE CONTROL OF THE COMMUNITY OR CONSORTIUM. IF YOU HAVE ANY QUESTIONS ABOUT YOUR COMMUNITY'S PAST GRANTS, PLEASE CONTACT THE DEPARTMENT.

2. FINANCIAL TOOLS TO BE USED: (CHECK ALL THAT APPLY)

- Marketing (including Advertising):** promotion of the air service to the public
 - Start-up Cost Offset:** offsetting expenses to assist an air service provider in setting up a new station and starting new service (for example, ticket counter reconfiguration)
 - Revenue Guarantee:** an agreement with an air service provider setting forth a minimum guaranteed profit margin, a portion of which is eligible for reimbursement by the community
 - Recruitment of U.S. Air Carrier:** air service development activities to recruit new air service, including expenses for airport marketers to meet with air service providers to make the case for new air service
 - Fee Waivers:** waiver of airport fees, such as landing fees, to encourage new air service; counted as in-kind contributions only
 - Ground Handling Fee:** reimbursement of expenses for passenger, cabin, and ramp (below wing) services provided by third party ground handlers
 - Travel Bank:** travel pledges, or deposited monetary funds, from participating parties for the purchase of air travel on a U.S. air carrier, with defined procedures for the subsequent use of the pledges or the deposited funds; counted as in-kind contributions only
 - Other** (explain below)
-
-

I. EXISTING LANDING AIDS AT LOCAL AIRPORT:

- Full ILS Outer/Middle Marker Published Instrument Approach
- Localizer Other (specify)

J. PROJECT COST: DO NOT ENTER TEXT IN SHADED AREA

REMINDER: LOCAL CASH CONTRIBUTIONS MAY NOT BE PROVIDED BY AN AIR CARRIER (SEE "TYPES OF CONTRIBUTIONS" FOR REFERENCE).

LINE	DESCRIPTION	SUB TOTAL	TOTAL AMOUNT
1	Federal amount requested		
2	State <u>cash</u> financial contribution		
	<i>Local cash financial contribution</i>		
	3a Airport <u>cash</u> funds		
	3b Non-airport <u>cash</u> funds		
3	Total local <u>cash</u> funds (3a + 3b)		
4	TOTAL CASH FUNDING (1+2+3)		
	<i>In-Kind contribution</i>		
	5a Airport <u>In-Kind</u> contribution**		
	5b Other <u>In-Kind</u> contribution**		
5	TOTAL IN-KIND CONTRIBUTION (5a + 5b)		
6	TOTAL PROJECT COST (4+5)		

K. IN-KIND CONTRIBUTIONS**

For funds in lines 5a (Airport In-Kind contribution) and 5b (Other In-Kind contribution), please describe the source(s) of fund(s) and the value (\$) of each.

L. IS THIS APPLICATION SUBJECT TO REVIEW BY AN AFFECTED STATE UNDER EXECUTIVE ORDER 12372 PROCESS?

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

M. IS THE LEAD APPLICANT OR ANY CO-APPLICANTS DELINQUENT ON ANY FEDERAL DEBT?

(IF "YES", PROVIDE EXPLANATION)

No Yes (explain)

APPLICATION CHECKLIST

INCLUDED?	ITEM
<i>For Immediate Action</i>	
	Determine Eligibility
	New Grants.gov users must register with www.grants.gov . Existing Grants.gov users <i>must verify existing www.grants.gov account has not expired and the Authorized Organization Representative (AOR) is current.</i>
<i>For Submission by 4:00 PM EDT on January 26, 2021</i>	
	Communities with active SCASDP grants: notify DOT/X50 of intent to terminate existing grant in order to be eligible for selection.
	Complete Application for Federal Domestic Assistance (SF424) via www.grants.gov
	Summary Information schedule complete and used as cover sheet (see Appendix B)
	Application of up to 20 one-sided pages (excluding any letters from the community or an air carrier showing support for the application), to include:
	<ul style="list-style-type: none"> • A description of the community's air service needs or deficiencies.
	<ul style="list-style-type: none"> • The driving distance, in miles, to the nearest large, medium, and small hub airports, and airport with jet service.
	<ul style="list-style-type: none"> • A strategic plan for meeting those needs under the Small Community Program, including a concise synopsis of the scope of the proposed grant project.
	<ul style="list-style-type: none"> • For service to or from a specific city or market, such as New York, Chicago, Los Angeles, or Washington, D.C., for example), a list of the airports that the applicant considers part of the market.
	<ul style="list-style-type: none"> • A detailed description of the funding necessary for implementation of the community's project.
	<ul style="list-style-type: none"> • An explanation of how the proposed project differs from any previous projects for which the community received SCASDP funds (if applicable).
	<ul style="list-style-type: none"> • Designation of a legal sponsor responsible for administering the program.
	<ul style="list-style-type: none"> • A request for a waiver of the ten year same project limitation (if applicable) See Appendix B
	<ul style="list-style-type: none"> • A motion for confidential treatment (if applicable) – see Appendix D below.

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Application of Gunnison County Under the 2020 11-5 SCASDP Grant Program

February 16, 2021

Ms. Brooke Chapman
Associate Director
Small Community Air Service Development Program
U.S. Department of Transportation
8th Floor, Room W86-307
1200 New Jersey Avenue SE,
Washington D.C. 20590

Reference: Docket DOT-OST-2020-0231

Dear Ms. Chapman,

The City and County of Gunnison, Colorado have submitted to the Department of Transportation an application for a 2021 Small Community Air Service Development (SCASD) Grant.

The Airport's application is for funding to support new, summer seasonal nonstop service between Gunnison-Crested Butte Regional Airport (GUC) and Dallas Fort Worth International Airport (DFW). Tourists as well as second homeowners from Texas and points east are a huge part of our visitor base, and the dollars they spend locally is very important to our economy.

Air transportation is critical to the economic health and growth of rural Colorado. This is particularly true for our mountain resort communities, such as Gunnison and Crested Butte. American Airlines has served the GUC DFW in the winter season for many years. The new summer service would complement the winter flights and give the community marketing organizations an opportunity for the development of ongoing marketing programs starting in 2022.

The SCASDP program was designed by Congress to address precisely this type of air service need. I believe that the Gunnison Grant application has merit and that Grant funding can assist the community in strengthening air service in the summer months and continuing to build towards year-round service from DFW into the Gunnison Regional Airport.

I urge the Department to approve the Gunnison Grant request so that new air service can be recruited to the community. I would like to be advised by the Department of the outcome of the grant application review process.

Sincerely,

Matthew Birnie, County Manager
Legal Sponsor
Small Community Air Service Development Program
Gunnison County, Colorado
200 E. Virginia
Gunnison, CO 81230

Overview of Gunnison / Crested Butte Market Area, and why GUC qualifies for a Small Community Air Service Development Grant in 2020.

Gunnison County is located in a remote portion of central Colorado, roughly 200 miles from Denver and 180 miles from Colorado Springs on the Front Range, and roughly 130 miles from Grand Junction in western Colorado. The 2019 population of Gunnison County was 17,462, an increase of 14.0% from 2010. Approximately 90% of the population in the County lives the City of Gunnison, the Town of Crested Butte and the Town of Mt. Crested Butte, all of which are linked by state highway 135 running north and south.

Gunnison-Crested Regional Airport (GUC)

The Gunnison-Crested Butte Regional Airport (GUC) offers commercial service on United Express (operated by SkyWest and Mesa), United Airlines, and American Airlines. The frequency of the flights peak during the winter and summer months. The airport is a certificated Part 139 airfield, provides the day-to-day operations to the carriers and is publicly owned, public use airport located 1 mile southwest of the City of Gunnison, Colorado.

The GUC Airport terminal remodel project was approved by the FAA in the 2016 Airport Layout Plan and Master Plan. In spring 2021, Gunnison County will begin the first phase of the two-phase comprehensive airport terminal remodel. The work will include:

- New terminal building HVAC and electrical mechanicals
- An increase in area to the TSA security screening checkpoint
- Installation of escalators and new elevators
- Post security restaurant and bar service

All of these improvements and various other incentives geared to substantially improve the passenger experience travelling to/from the Gunnison-Crested Butte area. In addition, a resigned curb side and parking lot will be constructed. The main focus of the project is to create in the terminal an ambiance that captures the essence and warmth of a mountain town resort ski in the winter and the excitement and open-air freshness of mountain summers.

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The GUC Airport terminal has needed a remodel / update for years. The local elected officials and business leaders are very excited about the improvements and appreciate the financial support and cooperation from the FAA. The total project will cost \$26m and expected to be completed by the fall of 2022.

Access is a major priority of all levels of government and private sectors.

Because of its remote location, commercial air access to the region is a very high priority. In 2002, the voters approved sales tax to fund the Gunnison Valley Rural Transportation Authority (RTA) and Tourism Association (TA) to guarantee new air service, and to coordinate the marketing efforts and expand air service into the County. The RTA focuses on improving and maintaining air service via financial incentives and Board of Directors represents both the county and several municipalities.

REGIONAL CONTEXT

FISHING - RIVER/STREAM + LAKE
BLUE MESA RESERVOIR IS COLORADO'S LARGEST BODY OF WATER
TOMICHI CREEK & GUNNISON RIVER

HUNTING
BIKING
ROCK CLIMBING
HIKING TRAILS
KAYAKING
CAMPING
SKIING

DENVER & RIO GRANDE RAILROAD
ARRIVED IN GUNNISON IN 1881, AND DEVELOPED AS A TRADE CENTRE FOR MINING, FARMING, RANCHING & RECREATION

WESTERN STATE COLORADO UNIVERSITY
LIBERAL ARTS COLLEGE
ENROLLMENT APPROX. 3,000

BLACK CANYON OF THE GUNNISON NATIONAL PARK
LIES ALONG THE GUNNISON RIVER, JUST NORTH OF THE SAN JUAN MOUNTAINS

WEST ELK WILDERNESS IN GUNNISON NATIONAL FOREST
THE CASTLE'S ARE PART OF THE 176,412 PROTECTED ACRES, ESTABLISHED IN 1964

CATTLEMEN'S DAYS PRCA RODEO
EVERY SUMMER SINCE 1900
GUNNISON RODEO GROUNDS

TOWN OF CRESTED BUTTE
POPULATION 1,681 (2019 ESTIMATE)
CALLED "THE LAST GREAT COLORADO SKI TOWN"
WILDFLOWER CAPITAL OF COLORADO

CRESTED BUTTE MOUNTAIN RESORT
BOUGHT BY VAIL RESORTS IN 2018
1,547 SKIABLE ACRES; 15 LIFTS; 121 TRAILS
234" ANNUAL AVERAGE SNOWFALL

Gensler | Gunnison-Crested Butte Regional Airport | 9 February 2021

The economy is primarily driven by tourism and outdoor recreation.

The economic base of Gunnison County is primarily tourism and Outdoor recreation, along with education, ranching and mining. Improved travel options are essential for sustained economic growth.

Crested Butte Mountain Resort (CBMR) is a mid-size destination ski resort in central Colorado and one of the largest employers in Gunnison County. For most of the past 15 years, the resort lost market share because of the lack of capital improvements and shifting of senior management at the resort. However, in July 2018 Vail Resorts, Inc. (the largest alpine resort operator in the world) purchased CBMR. The company has a very powerful marketing program and along with a variety of multi-resort passes under the Epic pass marketing program. Last year, the company sold 925,000 Epic Passes, which are now valid for skiing access at CBMR. In the 2019-20 winter season, the many positive impacts of Vail Resorts on CBMR were apparent until COVID-19 hit and disrupted the season.

The strategic plan is supported by both the public and private sectors.

The Tourism and Prosperity Partnership (TAPP), previously known as the Gunnison-Crested Butte Tourism Association from 2002-2019, was created in 2002 by popular vote of the people in Gunnison County. A successful ballot initiative allowed for the creation of a Local Marketing District for the purpose of marketing the destination as a whole. TAPP has been responsible for marketing the Gunnison Valley as a year-round vacation destination with commercial air access being a key part of the messaging.

There is a strategic partnership between the RTA and TAPP with a major focus on air service. The mission of (TAPP) is to leverage the Local Marketing District and use the grant to grow overnight visitations and revenues.

The Gunnison Valley Rural Transportation Authority spearheads the efforts to improve air service at the GUC Airport, and is comprised of the following public and private partners:

- Gunnison County
- City of Gunnison
- Town of Crested Butte
- Town of Mt. Crested Butte
- Crested Butte Mountain Resort
- Tourism and Prosperity Partnership
- Western Colorado University
- Hundreds of small businesses throughout the county.

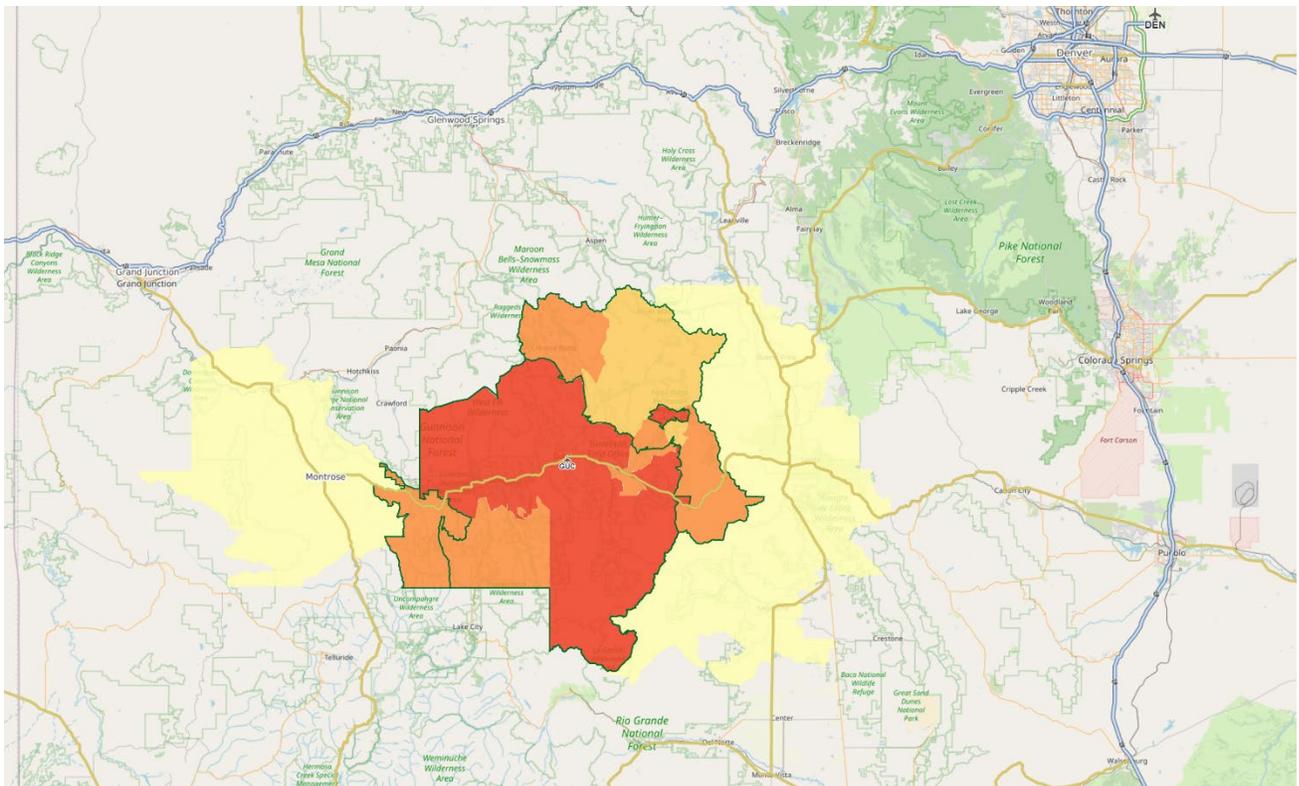
This consortium is a public/private partnership focused on improving, promoting and funding commercial air service.

Gunnison-Crested Butte Air Service Needs

The RTA five-year strategic plan targeted summer 2020 for expanded summer air service. Because of COVID it was delayed. In the summer of 2014 the RTA, with the support of a SCASD grant, launched nonstop service from Houston (IAH) with United. This program has proven successful over the past six years and has evolved into a mature market. However, the GUC Airport would benefit from competition during the summer with a new non-stop hub city and an additional carrier. American Airlines service from DFW would accomplish that goal. The service would also complement the winter program by serving the same non-stop markets with the same carriers and allow the community to leverage their marketing resources.

The Gunnison-Crested Butte Regional Airport qualifies for the Small Community Air Service Development Grant in 2020 because of the remote location of the region. The economy is driven by tourism. The RTA is willing to financially support a new air program with matching dollars and TAPP is willing to promote a new air program with no matching funds from the US DOT. Clearly air service is a high priority in the public and private sectors.

Gunnison-Crested Butte Regional Airport (GUC) Catchment Area
(90-minute drive radius highlighted in yellow)



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The catchment area of the GUC Airport is restricted because of the surrounding mountain ranges and five wilderness areas, including the West Elk, Maroon Bells-Snowmass, Collegiate Peaks, Raggeds and Fossil Ridge in central Colorado. There are two highways running through Gunnison County: US Highway 50 runs east /west from Pueblo on the front range to Grand Junction in western Colorado and is open year-round except during periods of heavy snowfall on Monarch Pass and/or Blue Mesa Reservoir. Colorado State Highway 135 runs north and south from Gunnison to Crested Butte.

Leakage of Potential GUC Passengers

Summer service into GUC is currently offered only by United Airlines from two hubs (DEN & IAH) with two nonstop markets. During the winter months, American also offers daily nonstop service from DFW.

- **Estimated Winter Leakage:** On-mountain surveys conducted by CBMR suggest total winter leakage of 40% of potential GUC passengers to Montrose (MTJ), Grand Junction (GJT), Colorado Springs (COS) & Denver International (DEN).
- **Estimated Summer Leakage:** In the summer of 2019, a geo-location software application “Arrivalist” was used to track 156,974 mobile phones in and out of Gunnison County. While this software follows all devices, the system eliminates any local, second homeowners or visitors that remains in the area for more than 14 days; and therefore, targets only inbound visitors from their point of origin. This data indicates total inbound GUC leakage of 48% during the summer of 2019.
- **DFW is Gunnison County’s #1 inbound market with the greatest Leakage:** This same Arrivalist data clearly indicates that only 7.7% of visitors from DFW currently fly into GUC on connecting flights while 26.6% fly into either MTJ or DEN, indicating total leakage from DFW of 78%.

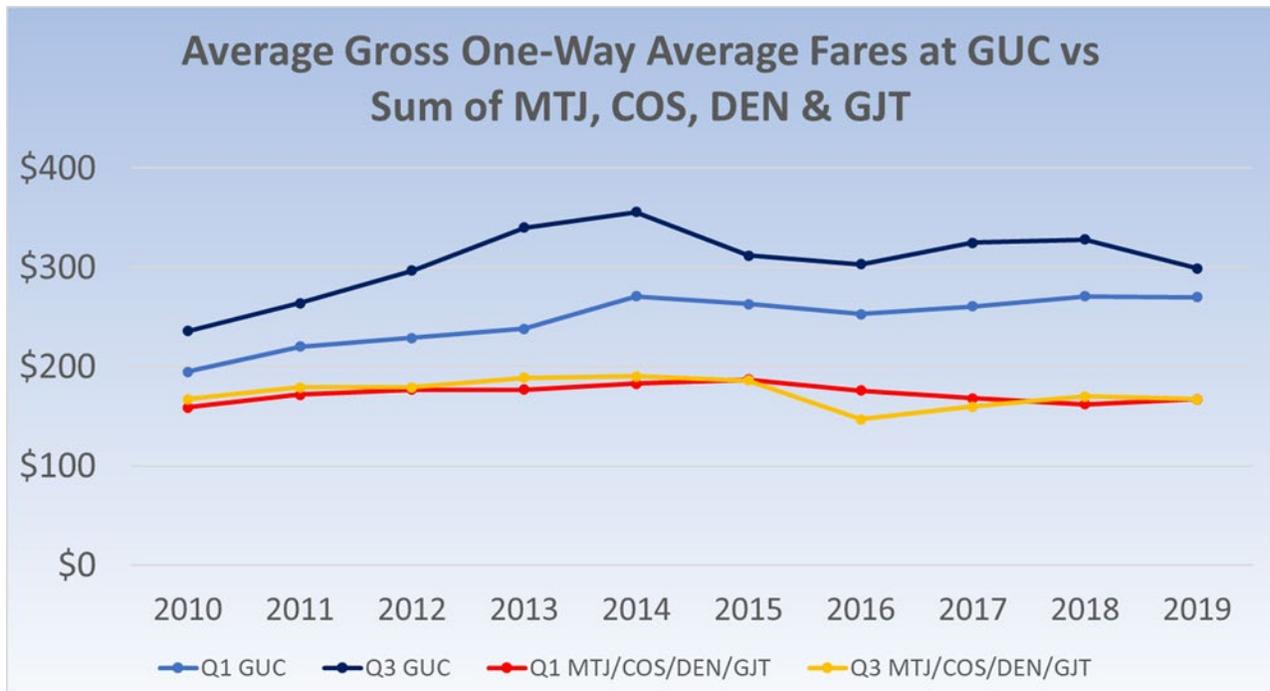
Visitors to Gunnison County Tracked By Arrivalist Summer 2019						
Market	Est # Visitors	% GUC	% MTJ	% DEN	% Drive	Total
Dallas/Fort Worth	5961	7.7%	11.7%	14.9%	65.7%	100.0%
Houston	2949	30.0%	4.8%	22.8%	42.4%	100.0%
Austin-Tx	1430	15.0%	5.0%	10.9%	69.1%	100.0%
Kansas City	1256	0.0%	0.0%	25.3%	74.7%	100.0%
San Antonio	1024	13.9%	0.0%	25.1%	60.9%	100.0%
Tulsa	925	0.0%	0.0%	15.2%	84.8%	100.0%
Atlanta	714	19.0%	0.0%	90.0%	-9.0%	100.0%
Chicago	618	30.1%	0.0%	50.8%	19.1%	100.0%
Philadelphia	408	0.0%	14.3%	49.3%	36.4%	100.0%
West Palm Beach/Fort Pierce	355	0.0%	79.9%	20.1%	0.0%	100.0%
Cincinnati	342	0.0%	0.0%	41.8%	58.2%	100.0%
Total	156974					

Higher Average Fares into GUC

Average fares into GUC are generally higher than most other markets across the region. This is true more-so during the summer versus winter months when American offers daily service from DFW. As illustrated by the chart below, the average one-way gross fare into GUC during the winter months is \$270, which represents a 62.3% premium over the average of all fares into Montrose (MTJ), Colorado Springs (COS), Denver (DEN) and Grand Junction (GJT). During the summer months, the average one-way gross fare into GUC is \$299, representing a 79.5% premium.

U.S. DOT O&D Summary Report for flights to GUC for travel Q1 2019 vs. Q3 2019				
<i>Some values may be shown rounded.</i>				
<i>Passenger and revenue figures in each row are per day and the non-directional average.</i>				
Travel Period Org	Q1 of 2019		Q3 of 2019	
	Passengers per Day	Gross Fare	Passengers per Day	Gross Fare
GUC	180.0	\$270	98.5	\$299
Sum of MTJ, COS, DEN & GJT	50,571.6	\$167	63,230.6	\$167
Average GUC Fare Premium		62.3%		79.5%

This trend of higher fare premiums at GUC during the summer than the winter has been consistent over the past ten years.



Strong Success Rates from Previous US DOT Grants

The SCASD grant received in 2013 targeted 2014 summer service from IAH on United Airlines. The program started with a modest schedule of just two flights per week from late June to mid-August. The goal of the program was to offer locals and guests a non-stop hub option and more frequency on peak days of the week.

The IAH program eventually grew to daily summer service, was upgraded from 70-passenger CRJ700's to 76-passenger Embraer E175's, and has remained in place since (except for summer 2020 when temporarily suspended due to COVID-19). Currently, flights are loaded and available for sale for the 2021 summer season.

The 2020 Proposal targets American Airlines non-stop to DFW International Airport, which would give the GUC Airport a new airline in the summer and an additional non-stop hub city airport. American Airlines has a long history of successful service into GUC during the winter months and is by far the busiest carrier for GUC. The summer and winter service would complement each other and allow efficient leverage of the marketing dollars.

American Airlines is a long-standing partner of GUC

Since the late 1980's American Airlines (AA) has been serving the GUC Airport from Dallas/Ft. Worth International Airport (DFW) during the winter season when the out of state destination visitation peaks. Over the decades, AA has contributed to building the brand of Gunnison/Crested Butte. Many destination visitors became second homeowners, and in some cases full time residents. Over the years, hundreds of thousands of visitors have accessed the Gunnison region via AA. There is a strong relationship between the Gunnison business community, elected officials and American Airlines.

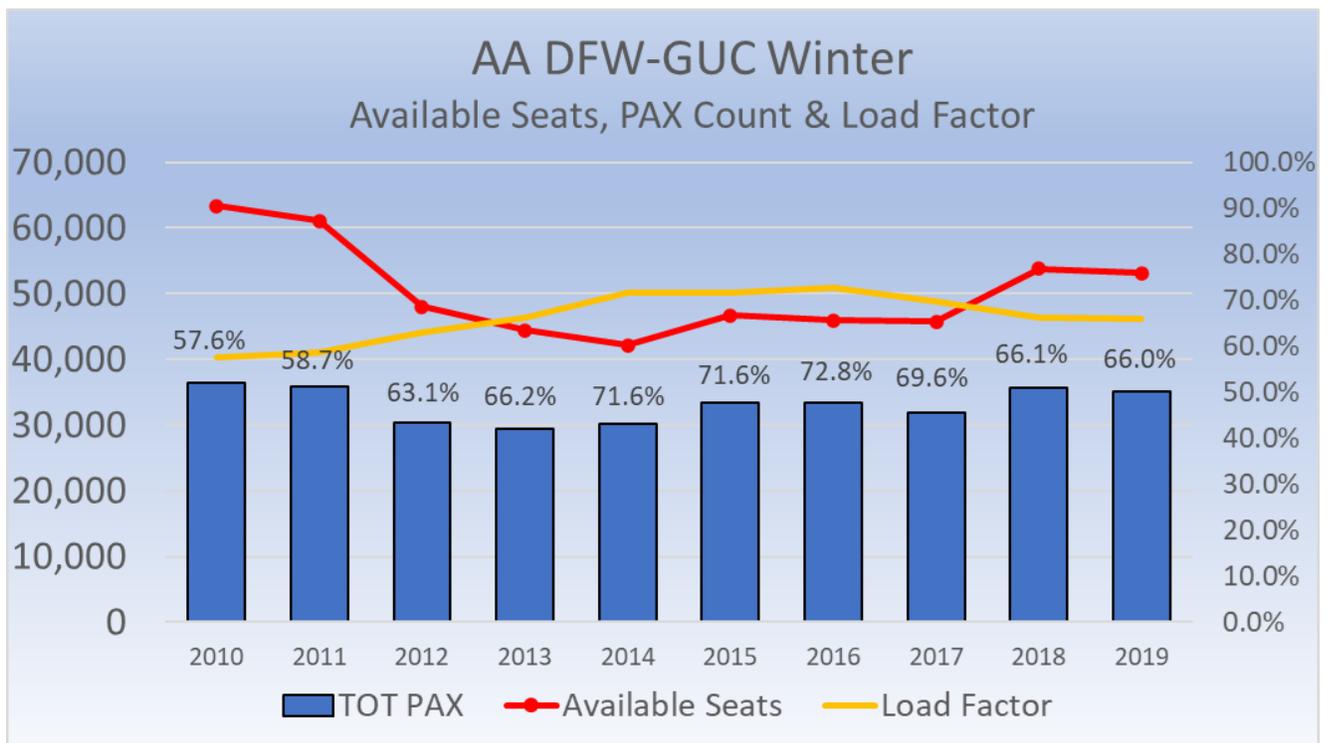
The airport's field elevation is 7,680' with some terrain obstacles on approach and departure. Consequently, GUC demands the use of higher performance aircraft. From the start of DFW service in the late 1980's into GUC, AA initially used 150-psgr Boeing 727's, upgrading to 188-psgr 757's in 1991. In 2013, AA introduced 128-psgr Airbus A319's, which proved to be a much better fit to this market's demand. This winter season, due to fleet shifts with their regional partner SkyWest Airlines, American now has access to a 65-passenger CRJ-700's, which they have deployed on days with weaker demand. The strategy has worked well for both the American, the resort community and airport.

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Now that SkyWest operated CRJ-700's has proven to be operationally and commercially viable at GUC, it is now recognized this would be the ideal aircraft / operator to initiate a summer operation with a smaller aircraft and therefore less risk.



The recent history AA DFW seasonal winter service is illustrated in the chart below:

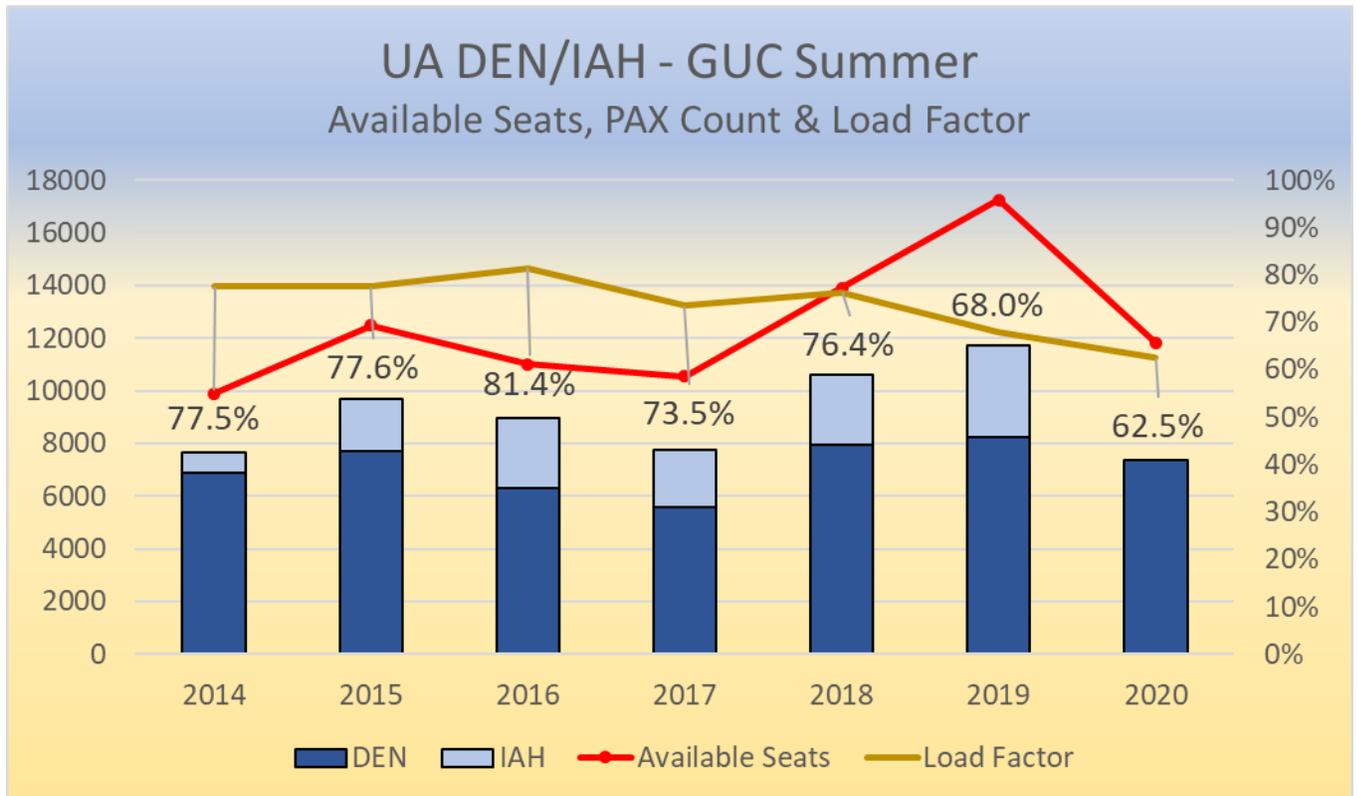


Current GUC Summer Service

United Airlines (via United Express) has traditionally served the GUC Airport via DEN International (DIA) during the summer season (mid-June to Labor Day). Until 2020, United used an Embraer ERJ-145 aircraft with 50 seats, operated by Trans States, twice daily. In the early 2010’s, there were concerns about the limited frequency and connectivity of United’s DEN flights. Sales tax revenues, visitor occupancy rates and second homeowner visitation continued to improve. And in 2013, the GUC Airport was awarded a SCASD Grant for which initiated seasonal summer service from IAH in 2014.

Over time, the RTA increased the available seats by increasing frequency during the week and by deploying a larger aircraft (E-175) with 76 seats. The IAH flights complement the DEN service and reinforce the air service message for winter GUC service from IAH.

Summer sales tax revenues continue to increase. In 2020, DEN service was upgraded to 70-passenger CRJ700’s operated by SkyWest after United’s agreement with Trans States was terminated. GUC was one of the very few markets in the US to have an increase during the Fall of 2020.



Next New Summer Direct Flight Market – DFW

If the GUC Airport were to be awarded a SCASD grant, the next priority for the RTA and TAPP would be new nonstop service from DFW on American Airlines. This opportunity complements the existing winter service and allows the community to leverage this marketing message both winter and summer. Summer service from DFW is a logical next step in the strategic development of American Airlines’ partnership with the Gunnison / Crested Butte community.

DFW is by-far the strongest out-of-state point of origin for summer traffic to the Gunnison Crested Butte market area as illustrated by Origination & Destination (O&D) reports and Arrivalist Data.

The chart below illustrates GUC’s top ten winter (Q1) and summer (Q3) O&D markets ranked by passengers per day each way (PDEW’s). Here are a few key takeaways:

1. DFW is by far GUC’s #1 O&D market during the winter months when nonstop service exists on American Airlines with 23.9% pax share and 86.1 PDEW’s.
2. During the summer months without nonstop service, DFW represents just 7% of total pax share and 14.1 PDEW’s.
3. Meanwhile with successful nonstop service from IAH on United, IAH is now GUC’s #1 summer market with 24.1% pax share and 47.4 PDEW’s.
4. It’s also worth noting that all of GUC’s top O&D markets except DEN flow perfectly over American’s DFW hub.

U.S. DOT O&D Summary Report for flights to GUC for travel Q1 2019 vs. Q3 2019					
<i>Passenger and revenue figures in each row are per day and the bi-directional total.</i>					
Travel Period		Q1 of 2019		Q3 of 2019	
Org	Dst	PDEW's	Pax Share	PDEW's	Pax Share
DFW	GUC	86.1	23.9%	14.1	7.1%
IAH	GUC	35.9	10.0%	47.4	24.1%
AUS	GUC	17.9	5.0%	10.9	5.6%
ORD	GUC	10.2	2.8%	5.1	2.6%
ATL	GUC	10.0	2.8%	4.8	2.4%
DEN	GUC	9.8	2.7%	17.4	8.8%
LGA	GUC	9.6	2.7%	5.3	2.7%
BOS	GUC	8.3	2.3%	3.7	1.9%
EWR	GUC	7.6	2.1%	5.8	2.9%
SAT	GUC	6.6	1.8%	6.2	3.2%
	OTHER	158.0	43.9%	76.3	38.8%
	TOTAL	360.0	100.0%	196.9	100.0%

Tremendous Success of GUC Flights Since COVID-19

The Gunnison-Crested Butte market area is a region with small population, diverse outdoor activities and natural social distancing. Because Gunnison County initially imposed some of the most stringent restrictions on visitors following the outbreak of COVID-19, their incidence rate has remained among the lowest of any county in Colorado Ski Country USA since. Demand throughout the summer and fall for travel into GUC has remained strong, and passenger recovery into GUC has outpaced both the TSA overall numbers along with a number of notable peer airports, including Aspen, CO (ASE), Sun Valley, ID (SUN), Bozeman (BZN), and Jackson Hole, WY (JAC).

April-December YOY Performance - Select Airports									
	Total # Pax Flown								
	April	May	June	July	Aug	Sep	Oct	Nov	Dec
GUC	-98.3%	-90.5%	-87.6%	-57.7%	-39.5%	-5.8%	15.2%	16.9%	-23.2%
JAC	-96.4%	-87.1%	-79.2%	-48.5%	-39.3%	-30.7%	-9.2%	-18.3%	-20.3%
ASE	-97.4%	-88.6%	-82.7%	-68.3%	-55.5%	-48.0%	-26.5%	-19.6%	-38.4%
BZN	-96.9%	-87.9%	-77.6%	-54.6%	-45.5%	-34.6%	-32.8%	-38.8%	-42.4%
DFW	-91.9%	-79.4%	-67.6%	-54.8%	-52.5%	-44.8%	-40.2%	-43.1%	
DEN	-94.4%	-86.2%	-72.6%	-61.5%	-53.7%	-51.3%	-45.4%	-45.9%	-45.4%
SLC	-91.9%	-85.8%	-75.7%	-64.8%	-58.6%	-55.0%	-53.6%	-51.0%	-50.9%
PHX	-92.9%	-85.2%	-71.2%	-64.7%	-61.4%	-54.3%	-51.4%	-51.0%	-54.9%
RNO	-94.9%	-87.0%	-75.2%	-67.4%	-57.5%	-58.2%	-54.4%	-53.2%	-59.6%
IAH	-95.1%	-87.1%	-85.8%	-77.4%	-72.2%	-63.1%	-59.8%	-56.5%	-58.3%
SUN	-97.5%	-94.3%	-84.4%	-73.1%	-65.4%	-57.5%	-56.6%	-59.1%	-45.8%
YKM	-95.1%	-92.4%	-85.1%	-81.3%	-73.5%	-60.1%	-56.0%	-62.1%	-62.5%
TSA-US	-95.3%	-90.4%	-81.1%	-73.9%	-71.0%	-67.7%	-64.4%	-62.9%	-62.4%
SEA	-93.6%	-87.3%	-77.8%	-72.4%	-70.3%	-66.6%	-62.9%	-63.6%	-67.3%
ORD	-95.0%	-90.8%	-84.5%	-74.8%	-71.4%	-67.1%	-66.1%	-66.7%	
LAX	-95.9%	-92.4%	-84.0%	-82.0%	-79.0%	-75.0%	-71.0%	-69.7%	-73.6%
SFO	-97.1%	-94.3%	-89.8%	-86.3%	-85.1%	-79.7%	-77.8%	-76.0%	-80.6%

Strategic Plan & Marketing Strategy

Even with DFW being the #1 O&D summer market for GUC, American would not service the city pair in the summer without incentives subsidy support. It typically takes 3-4 summer seasons for the flights become profitable on a stand-alone basis., The proposed incentive and support plan has two primary objectives:

1. To offset American’s financial exposure during the passenger ramp-up period.
2. To effectively market the service to the visitors, second homeowners and locals.

The marketing costs will be 100% paid for by the TAPP.

The RTA is prepared to cover 100% of the SCASD \$600,000 matching funds over three years. The TAPP has also committed \$600,000 in marketing dollars over the same three-year period while the GUC Airport has agreed to waive \$25,000 in landing fees for the first summer operations.

This hard dollar support would allow the RTA to negotiate a Minimum Revenue Guarantee (MRG) for the DFW-GUC route. Routes into GUC typically require a ramp-up period, but have come close to being profitable in season, although long-term those seasonal flights will still require some level of financial support from the RTA.

The RTA, along with the Gunnison business community and local governmental entities, are comfortable with these MRG programs because the payoffs are improved air service for locals, an increase in incremental visitors and economic impact, and likely additional second homeownership. Equally important is the positive branding benefits of having a major US carrier serving the GUC market.

The fact that American would fly to GUC during the summer pushes a very motivating message to locals, visitors and second homeowners about well-being of the economy and resort.

Marketing Strategy and Media Plan:

One unique opportunity for Gunnison is that the community already has a marketing organization in place (TAPP) to support the SCASD Grant. The new DFW summer service allows the TAPP to broadcast a similar air-marketing message to both winter and summer guests. All marketing is directed back to landing pages with a call to action to book airline tickets and lodging packages.

In addition to direct links for airline bookings, the Gunnison Valley also has a call center managed by CBMR which books airline tickets through live agents. In summer, 2021, a similar sized direct marketing budget of \$500,000 is planned. The target demographic will be outdoor enthusiasts. There will be an airline call to action on all landing pages.

If the GUC Airport is awarded this grant, the intent is to include a message about the added summer service from Dallas/Ft. Worth on American Airlines in both summer and winter marketing campaigns. This would account for approximately \$3 million of direct marketing buys over the next three years. All landing pages will have a call to action to fly into GUC. As an example of the community's commitment, for the 2020-21 winter

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season, a direct marketing spend of \$500,000 distributed between target markets which includes all targeted direct flight markets. This total includes direct digital media buys and does not include staff costs, media planning, nor content creation.

The campaign includes:

- Pay-Per Click
- Display Banners
- Pre-roll- Youtube
- Connected TV/Hulu
- Direct to Publication
- Open Snow website
- Teton Gravity Research
- On the Snow
- Travel Crested Butte
- Mountain Flyer
- Matchstick Productions
- Blister Gear Revie

The direct buy for winter 2020/2021 is distributed as follows:

- 30% Dallas,
- 30% Houston,
- 20% Austin,
- 20% nationally targeted per shown interest in our destination.

Target Markets: (Second Homeowners, Resort Visitors and Locals)

One of GUC's largest air passenger influencer groups is the second homeowner. They also have the greatest incentive for utilizing new successful air service. The second homeowners are ambassadors for the region because they own real estate and are high frequency users of direct flights.

Resort visitors are the next target group as they are the largest group (in numbers,) yet have low frequency in using air transportation.

The smallest target market are the locals. All of these group have common chrematistics of enjoying the outdoors, recreation, small community atmosphere and the openness of that Gunnison County offers.

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Budget Sources and Use of Funds:

Sources of Funds:

- The proposed USDOT grant of \$600,000 will be matched by \$600,000 from the RTA, \$25,000 savings in landing fees to American Airlines from the GUC Airport and \$600,000 in marketing support from TAPP.
- The US DOT match equals 32.8% of the total budget of \$1,825,000 over a three-year period.

Use of Funds:

- There will \$1,200,000 available for a MRG agreement with American Airlines to cover three summer seasons of new daily flights from DFW.
- The GUC Airport will waive landing fees of \$25,000 for the first summer, which will be a savings to the MRG contract and reduce the per round trip cost of the MRG contract.
- TAPP will allocate a minimum of \$600,000 over three summer seasons for marketing support. The funds will be spent on an air message that overlaps with the AA winter air programs.

SCASDP GUC Proposed Budget				
Line Items	2022	2023	2024	Total
Sources				
US DOT	\$200,000	\$200,000	\$200,000	\$600,000
RTA Match	<u>\$200,000</u>	<u>\$200,000</u>	<u>\$200,000</u>	<u>\$600,000</u>
Totals	\$400,000	\$400,000	\$400,000	\$1,200,000
Use				
MRG Costs	<u>\$400,000</u>	<u>\$400,000</u>	<u>\$400,000</u>	<u>\$1,200,000</u>
Totals	\$400,000	\$400,000	\$400,000	\$1,200,000
In-kind Contributions				
GUC Airport Landing Fees	\$25,000			\$25,000
TAPP Marketing	<u>\$200,000</u>	<u>\$200,000</u>	<u>\$200,000</u>	<u>\$600,000</u>
Totals	<u>\$225,000</u>	<u>\$200,000</u>	<u>\$200,000</u>	<u>\$625,000</u>
Grand Totals	<u>\$625,000</u>	<u>\$600,000</u>	<u>\$600,000</u>	<u>\$1,825,000</u>
US DOT Share	32.0%	33.3%	33.3%	32.9%

Summary

This application meets both the spirit and the intent of the Small Community Air Service Development Grant Program:

- Gunnison / Crested Butte Regional Airport has a material deficiency with respect to air service during its popular summer months from its #1 summer market – DFW.
- The negative impacts from COVID-19 were minimized in Gunnison County by aggressive early actions from elected officials. Last summer's IAH flights were suspended in an effort to preserve financial resources to help restore air service in the future. IAH service is now scheduled to resume this summer.
- The Gunnison/Crested Butte region has a close-knit business community and governmental leadership that is required to focus on tourism, second homeowners, outdoor activities and access in order to have a solid economic environment. The mountains are a magnet for visitor but all the communities in the county are small and remote, air service is a necessity. The TAPP and RTA have limited resources, but the two organizations complement the strategy goals, assets and liabilities of each other and are willing risk resources to have the summer air program expand.
- Fares into GUC during the summer months are on average nearly 80% higher than the average of those other airports across the region from which significant drives are required and to which nearly 50% of GUC's potential summer passenger traffic currently leaks.
- The proposed solution, made possible by this grant, is based on an approach that has proven successful not only with other SCSDP programs across the nation, but also from a SCASDP grant awarded to Gunnison County in 2013.
- American Airlines is a long-time partner with the Gunnison / Crested Butte Regional Airport and is interested in addressing this deficiency.
- Dallas / Fort Worth International Airport (DFW) has been a major winter gateway to DFW for decades, and there is an abundance of current/past guests and second homeowners who live in the metroplex.
- American's DFW hub and its connectivity to all of GUC's other top summer markets is a perfect match to our guest demographics. The addition of summer service from

Application of Gunnison County Under the 2020 11-5 SCASDP Grant Program

DFW will balance the winter program and aid in making Gunnison County / Crested Butte a more year-round resort destination.

Based on these factors, Gunnison County respectfully requests favorable consideration of this grant application.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; State of Colorado Department of

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Dept Human Services - OEC

Term Begins: 2/1/2021

Term Ends: 6/30/2022

Grant Contract #:

Summary:

New funding from State of Colorado for Early Childhood Councils to increase access to child care, \$13,127 over 18 months.

Fiscal Impact:

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 2/11/2021

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 2/11/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/16/2021



**STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES CONTRACT**

SIGNATURE AND COVER PAGES

<p>State Agency Colorado Department of Human Services Office of Early Childhood Division of Early Care and Learning</p>	<p>Contractor Gunnison County Contractor's State of Incorporation: Colorado</p>
<p>Contract Maximum Amount Initial Term 02/01/2021 - 06/30/2022 \$13,127* *An appropriation for HB 20B-1002 - Emerging and Expanding Child Care Grant Program (EECCG) General Accounting Encumbrances (GAE) is hereby added to this contract. The maximum amount payable for EECCG-GAE is subject to appropriated funds, not to exceed \$8,751,329, which is split among other Early Childhood Council (ECC) vendors. See Exhibit C, Section 11. GENERAL ACCOUNTING ENCUMBRANCE (GAE). Extension Terms N/A</p> <p>Maximum Amount for All Fiscal Years \$13,127*</p>	<p>Contract Performance Beginning Date The later of the Effective Date or February 1, 2021</p> <p>Initial Contract Expiration Date June 30, 2022</p> <p>Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.</p>
<p>Pricing/Funding Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: State General Funds</p>	<p>Options The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes</p>
<p>Insurance Contractor shall maintain the following insurance if indicated with "Yes," as further described in §10: Worker's Compensation: Yes General Liability: Yes Automobile Liability: No Protected Information: No Professional Liability Insurance: No Crime Insurance: No</p>	<p>Miscellaneous Authority to enter into this Contract exists in: C.R.S. 26-1-111. Law-Specified Vendor Statute (if any): C.R.S. 26-6.5-104(c) Procurement Method: Law Specified Solicitation Number (if any): N/A</p>



State Representative

Stacey Kennedy, Director, Child Care Quality Initiatives
Colorado Department of Human Services
Office of Early Childhood
Division of Early Care and Learning
1575 Sherman Street, 1st Floor
Denver, CO 80203
Phone: 303.866.5016
Email: Stacey.Kennedy@state.co.us

Contractor Representative

Margaret Wacker, Co-Coordinator of the Early Childhood
Council
Gunnison County
220 North Spruce Street
Gunnison, CO 81230
Phone: 970.641.7913
Email: mwacker@gunnisoncounty.org

Exhibits

The following Exhibits are attached and incorporated into this Contract:

Exhibit A - Statement of Work

Exhibit B - Budget

Exhibit C - Additional Provisions

Contract Purpose

Gunnison County shall be the fiscal agent for Gunnison-Hinsdale Childhood Council. House Bill 20B-1002 Emergency Relief Grant Programs authorized the Emerging and expanding child care grant program. The purpose of the Grant program is to Expand Access and Availability of Licensed child care throughout the State. The Early Childhood Council shall create a process for soliciting, vetting, awarding, and monitoring emerging and expanding grants. Contractor shall engage programs and provide supports to programs participating in the Emerging and Expanding Child Care Grant Program.

Signature Page begins on next page →

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.

<p>CONTRACTOR Gunnison County</p> <hr/> <p>By: Matthew Birnie, County Manager</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director</p> <hr/> <p>By: Anne-Marie Braga, Deputy Executive Director of Community Partnerships</p> <p>Date: _____</p>
<p>2nd State or Contractor Signature if Needed</p> <hr/> <p>By: Name & Title of Person Signing for Signatory</p> <p>Date: _____</p>	<p>LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p>By: _____</p> <p>Assistant Attorney General</p> <p>Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Andrea Eurich / Janet Miks / Toni Williamson</p> <p>Effective Date: _____</p>	

-- Signature and Cover Pages End --

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1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

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

C. Extension Terms - State’s Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the

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

D. End of Term Extension

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

E. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Breach of Contract”** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **“Business Day”** means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1) C.R.S.
- C. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.
- D. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.
- E. **“Contract”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the “main body” of this Contract exclusively.
- F. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- H. **“End of Term Extension”** means the time period defined in §2.D.
- I. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.
- J. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..
- K. **“Extension Term”** means the time period defined in §2.C.

- L.** “**Goods**” means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- M.** “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- N.** “**Initial Term**” means the time period defined in §2.B.
- O.** “**Party**” means the State or Contractor, and “**Parties**” means both the State and Contractor.
- P.** “**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.
- Q.** “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- R.** “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- S.** “**Services**” means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- T.** “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the

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

- U. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- V. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- W. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- X. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- Y. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- Z. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- AA. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.

- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in **§2.E**.

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 “Sample Option Letter.” Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §17 or pursuant to any other Exhibit, for any contract having a term longer than 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than 5 Business Days following the end of each calendar quarter.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor’s ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State’s principal representative identified on the Signature and Cover Pages as provided in §15.

C. Performance Outside the State of Colorado or the United States, §24-102-206 C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §15 and in a form designated by the State, within 20 days following the earlier to occur of Contractor’s decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the “Contractor Records”). Contractor Records shall include all documents, records, communications, notes and other materials maintained by

Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date 3 years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the “Record Retention Period”).

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor’s performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor’s performance in a manner that does not unduly interfere with Contractor’s performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor’s records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State’s principal representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate

technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

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

10. INSURANCE

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

A. General Liability

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

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

B. Automobile Liability

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

C. Protected Information

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

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.
- iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Contractor shall maintain limits of not less than \$50,000.
- iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Contractor shall maintain limits of not less than \$100,000.

D. Professional Liability Insurance

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

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

E. Crime Insurance

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

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Additional Insured

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

G. Primacy of Coverage

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

H. Cancellation

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

I. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of

recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

J. Public Entities

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

K. Certificates

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

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in

accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13, shall have all remedies available at law and equity.

13. STATE'S RIGHT OF REMOVAL

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

14. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate,

under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

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

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, “State Materials”). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor’s obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Contractor Property”). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

18. GENERAL PROVISIONS

A. Assignment

Contractor’s rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor’s rights and obligations approved by the State shall be subject to the provisions of this Contract

B. Subcontracts

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

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and

approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

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

K. Order of Precedence

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

- i. HIPAA Business Associate Agreement (if any).
- ii. Colorado Special Provisions in §19 of the main body of this Contract.
- iii. The provisions of the other sections of the main body of this Contract.
- iv. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

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

M. Severability

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

N. Survival of Certain Contract Terms

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

O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

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

Q. Waiver

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

R. CORA Disclosure

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

S. Standard and Manner of Performance

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

T. Licenses, Permits, and Other Authorizations.

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

U. Indemnification

i. Applicability

This entire **§18.U** does not apply to Contractor if Contractor is a "public entity" within the meaning of the GIA.

ii. General Indemnification

Contractor 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 Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

iii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of **§8** may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any

act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) 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.

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

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

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

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

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

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

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

to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

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

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and CDHS within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to CDHS a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 et seq., C.R.S., CDHS may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

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

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

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

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

term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State's Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State's Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions on Public Benefits

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

D. Discrimination

Contractor shall not:

- i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.
- ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

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

E. Criminal Background Check

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

- i. submit to and successfully pass a criminal background check, and
- ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

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

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

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

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

REST OF PAGE INTENTIONALLY LEFT BLANK

21. SAMPLE OPTION LETTER (IF APPLICABLE)

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

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

2. REQUIRED PROVISIONS:

A. For use with Option 1(A): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. For use with Options 1(B and C): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

C. For use with Option 1(D): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. For use with Option 1E: In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. For use with all Options that modify the Contract Maximum Amount: The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. Option Effective Date:

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

<p>STATE OF COLORADO INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE</p> <p><u>SAMPLE ONLY – DO NOT SIGN</u> By: Name & Title of Person Signing for Agency or IHE</p> <p>Date: <u>SAMPLE ONLY – DO NOT SIGN</u></p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER</p> <p style="text-align: center;"><u>SAMPLE ONLY – DO NOT SIGN</u> Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Option Effective Date: <u>SAMPLE ONLY – DO NOT SIGN</u></p>
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STATEMENT OF WORK (SOW)
HB 20B-1002 – EMERGING AND EXPANDING CHILD CARE GRANT PROGRAM

GUNNISON COUNTY
220 N. SPRUCE STREET
GUNNISON, CO 81230

AS FISCAL AGENT FOR:

GUNNISON-HINSDALE EARLY CHILDHOOD COUNCIL

FEBRUARY 1, 2021 – JUNE 30, 2022

INTRODUCTION/BACKGROUND

House Bill 20B-1002 Emergency Relief Grant Programs authorized the Emerging and expanding child care grant program. The purpose of the Grant program is to Expand Access and Availability of Licensed child care throughout the State. The Early Childhood Council shall create a process for soliciting, vetting, awarding, and monitoring emerging and expanding grants.

SCOPE OF WORK

The Scope of Work shall include activities and deliverables related to implementing the Expanding & Emerging Child Care Grant Program

PERIOD OF PERFORMANCE

The period of performance is the February 1, 2021- June 30, 2022.

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

WORK PLAN

WORK PLAN					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Expand access and availability of licensed child care				
Key Activity A: Increase awareness of scholarships and incentives available to child care providers who wish to improve their skills and knowledge.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Recruit Programs Award Grants Provide supports needed for programs to expand licensed capacity	Feb 1, 2021 - June 30, 2022	Signed MOUs	Number of new licensed Child Care slots	Council Staff	

SCHEDULE/MILESTONES

Between February, 2021 and June 30, 2022 engage programs and provide supports to programs participating in the Emerging and Expanding Child Care Grant Program. Grants awarded to Early Childhood Programs may be used for the purpose of expanding capacity and allowable costs as follows: An Award from the grant program may be used for costs associated with expanding an open and operating child care center or family child care home or to assist an eligible entity with startup of a new child care center or family child care home. Allowable costs can include (but are not limited to) staff training, background check fees, cleaning supplies, educational supplies, and Capital expenses related to the expansion or stat up of child care programs.

ACCEPTANCE CRITERIA

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



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

Contractor Name	Gunnison County (Fiscal Agent for Gunnison-Hinsdale Early Childhood Council)
Budget Period	February 1, 2021 - June 30, 2022
Project Name	HB 20B-1002 - Emerging and Expanding Child Care Grant Program (EECCG)

Program Contact Name, Title Phone Email	Lana Athey - GHECC Co-Coordinator 970-642-4667 lathey@gunnisoncounty.org
Fiscal Contact Name, Title Phone Email	Jody Wise, Senior Accountant 970-641-7679 jwise@gunnisoncounty.org

Expenditure Categories							FY 2021 & FY 2022
Personnel Services - Salaried Employees							Total Amount Requested from CDHS
Position Title/ Employee Name	Description of Work and Fringe Benefits Include:SSEC, MCARE, RETIREMENT, HEALTH INS, SICK/VACATION LEAVE	Gross or Annual Salary	Fringe	Number of Months on Project	Percent of Time on Project	Total Amount Requested from CDHS	
Co-Coordinator/Lana Athey	Coordinates council meetings, council member outreach, leads planning processes, completes quarterly reports, writes grants, and provides some quality improvement navigating.	\$59,030	\$12,210	17	7.764%	\$ 7,836	
Corrine Jaeger Quality Improvement Coach	Outreaches to childcare providers and FFN caregivers, provides direct coaching and training for childcare providers and some quality improvement navigating.	\$57,491	\$4,597	17	2.118%	\$ 1,863	
Total Personnel Services (including fringe benefits)						\$ 9,699	
Contractors/Consultants (payments to third parties or entities)							FY 2021 & FY 2022
Name	Description of Item	Total Amount Requested from CDHS					
	No costs shall be reimbursed by CDHS for this category.	\$0					
Total Contractors/Consultants						\$ -	
Travel							FY 2021 & FY 2022
Item	Description of Item	Total Amount Requested from CDHS					
	No costs shall be reimbursed by CDHS for this category.	\$0					
Total Travel						\$ -	
Supplies & Operating Expenses							FY 2021 & FY 2022
Item	Description of Item	Total Amount Requested from CDHS					
Advertising	Newspaper, Radio, and Social Media Ads	\$1,000					
Office Supplies	Printer Cartridges, pens, folders, etc.	\$400					
Incentives	Incentives for completing Pre-Licensing trainings and other professional development offered by the council	\$2,028					
Total Supplies & Operating Expenses						\$ 3,428	
Training and Technical Assistance							FY 2021 & FY 2022
Item	Description of Item	Total Amount Requested from CDHS					
	No costs shall be reimbursed by CDHS for this category.	\$0					
Total Training and Technical Assistance						\$ -	
TOTAL DIRECT COSTS						\$ 13,127	
Indirect Costs							FY 2021 & FY 2022
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]							
Item	Description of Item	Total Amount Requested from CDHS					
	No costs shall be reimbursed by CDHS for this category.	\$0					
Total Indirect						\$ -	
TOTAL						\$ 13,127	

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

ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

The Contractor shall provide the services according to the plans submitted in the “Statement of Work”, attached and incorporated herein by this reference as **EXHIBIT A**. In all cases, the descriptions, plans, timetables, tasks, duties, and responsibilities of the Contractor as described in the Statement of Work, shall be adhered to in the performance of the requirements of this contract. In the event of a conflict, the terms and conditions of this contract shall control over the Statement of Work. Any significant changes to the Statement of Work (SOW) require an amendment to the contract.

2. GOALS AND OBJECTIVES

The Contractor shall be responsible for the achievement of any goals and objectives as specified within the Statement of Work (**EXHIBIT A**) of this contract unless written notice of any modifications are furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

3. COPY OF SUBCONTRACT

The Contractor shall provide to the State a copy of any executed subcontract between the Contractor and any provider of services to fulfill any requirements of this contract. Subcontracts shall be emailed to the Contract Representative upon execution.

4. PAYMENT

In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall pay to the Contractor an amount not to exceed the amount specified in the Budget (**EXHIBIT B**), of this contract.

- A. The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.
- B. Payment shall be made on a cost reimbursement basis for services rendered.
- C. It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. **ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.**
- D. **IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDHS.** If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDHS 60 days prior to projected depletion of contracted funds. CDHS shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- E. Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to CDHS_OEC_Invoicing@state.co.us. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

- F.** The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- G.** It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- H.** The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor.

5. PARTICIPATION

The Contractor representative(s) is required to participate in any Office of Early Childhood sponsored meetings related to this contract.

6. SUPPLANTING

Payments made to the Contractor under this contract shall supplement and not supplant other state, local or federal expenditures for services associated with this contract.

7. BUDGET CHANGES

Contractor may request in writing adjustments to the direct costs in the current year budget (**EXHIBIT B**) not to exceed 10% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 10%, adding new expense lines, and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.

Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee shall be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDHS. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel requires prior written approval from CDHS staff. This process shall never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDHS program staff.

8. TRAVEL

- A.** Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources>.
- B.** Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>.
- C.** Hotel rates cannot exceed any rate established for conference attendance.
- D.** Usage of airfare or Out of State Travel requires pre-approval from CDHS.

9. CRITICAL INCIDENT REPORTING

Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Office of Early Childhood (OEC), the agency must report in writing the details of the critical incident to the OEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

10. MANDATED REPORTING

- A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).
- B. All program staff are required to take the online mandatory reporter training on the CDHS Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.

11. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

There shall be a GAE utilized for this Contract: Emerging and Expanding Child Care Grant (EECCG) Program. All Early Childhood Councils shall have access to the GAE. All expenditures against the GAEs require pre-approval from the Program.

A. HB20B-1002 - EMERGING AND EXPANDING CHILD CARE GRANT PROGRAM GENERAL ACCOUNTING ENCUMBRANCE (EECCG-GAE)

1. Payment for Emerging and Expanding Child Care Grant Program (EECCG) to all contractors shall be made as incurred, in whole or in part, from the total available funds shall be utilized to support the following: expand access and availability of licensed child care throughout the state. An award from the grant may be used for costs associated with expanding an open and operating child care center or family child care home. Eligible entities also include family, friends, or neighbors who provide license-exempt child care, but are actively obtaining a license through the Colorado Department of Human Services Child Care Licensing and Administration Unit.
 - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
3. Invoices shall be submitted separately for pre-approved Micro Grant expenditures.
 - a) The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us

State of Colorado
Contract Management Information
Vendor Disclosure Statement
Colorado Revised Statutes § 24-102-206

Contract Performance Outside of the United States or Colorado

Prior to contracting, or as a requirement for the solicitation of any contract for services from the State of Colorado, a prospective vendor is required to disclose the following information in a statement of work.

Completing this Form

- To the extent the following information has **not previously disclosed** in a statement of work, a prospective vendor shall complete this Vendor Disclosure Statement and return it to the contracting state agency or institution of higher education (IHE).
- This Disclosure Statement is not required for contracts under Medicare, the “Colorado Medical Assistance Act”, Articles 4 to 6 of Title 25.5, CRS, the “Children’s Basic Health Plan Act”, Article 8 of Title 25.5, CRS, or the “Colorado Indigent Care Program”, Part I of Article 3 of Title 25.5, CRS.
- This Disclosure Statement is not required for Construction contracts.

1. Solicitation or Contract Routing Number: 21 IHIA 166880

Vendor Name: Gunnison County

State Agency/IHE Name: Colorado Department of Human Services, Office of Early Childhood

2. Where will the services under the contract, including any subcontracts, be performed? List all country(ies) and state(s).

Gunnison and Hinsdale Counties, both in Colorado

3. If it is anticipated that services under the contract, or any subcontracts, will be performed outside of the United States or the State of Colorado, explain why it is necessary or advantageous to go outside the United States or the State of Colorado to perform the contract or any subcontracts.

N/A

Signature

Date

Printed Name

Title

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application on Behalf of the Community Health

Action Requested: Other County Manager Approval to apply

Parties to the Agreement: CDPHE OPHP

Term Begins: 4/1/2021

Term Ends: 9/30/2021

Grant Contract #:

Summary:

Grant Application on behalf of the Community Health Coalition of the Gunnison Valley

Fiscal Impact:

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 2/8/2021

County Attorney Review:

Required

Not Required

Comments:

We see no legal issues; however, we recommend legal review of any grant agreement associated with this application. MRH

Reviewed by:

Discharge Date: 2/5/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/9/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/16/2021

PARTNERSHIP INFORMATION

Full Name: Margaret Wacker

Title: Community Services Supervisor

Email: mwacker@gunnisoncounty.org

Phone: 970-641-7913

Partnership name and/or description: Community Health Coalition of the Gunnison Valley

If different from above, please list the primary contact for the partnership, including name, title and email: (put this in the box)

If different from above, please list the fiscal agent and point of contact, including agency, name, title and email.

Which counties/LPHAs/Organizations are or will be part of this partnership?

Gunnison County Health and Human Services, Gunnison County Juvenile Services, Gunnison Valley Health, Community Foundation of the Gunnison Valley, Crested Butte State of Mind, The Center for Mental Health, Western State Colorado University

PARTNERSHIP FUNDING NEEDS

1. What specific activities and outcomes will your partnership achieve over the funding period (beginning March 1st-15th, 2021 (approximately) and ending on Sept 30, 2021)?
 - Increase access to basic needs such as: 1) food and rent assistance, 2) behavioral health services, 3) paid sick leave for uninsured/underinsured who must isolate or quarantine due to COVID 19
 - The Community Health Coalition will identify strategies to increase community awareness regarding the activities, priorities and accomplishments of the coalition.
 - Enhance collaboration and educate - Provide an inclusive forum for networking and strategic planning that includes all voices, promotes information sharing, relationship building and service coordination while avoiding duplication of efforts. Build and maintain community awareness of issues related to health equity, community health and well-being.
 - Incorporate Health Equity as core principle in the practice of the Coalition, including creating an equitable structure based on theory of health equity.
 - Identify and apply for sustainable funding sources for Health Coalition staffing and priorities around access to services

2. Please state the requested funding amount and a budget narrative explaining how the funding will be used to achieve your outcomes. (Average award amounts are expected to be between \$10,000-50,000.)

- \$18,246 staff time, part-time Health Coalition coordinator, 20 hours per week x 20 weeks @ \$30.41/hour
- \$18,246 staff time, part-time bilingual Health Access navigator/case manager, 20 hours per week x 20 weeks @ \$30.41
- \$8,000 communications contractor
- \$5,508 in operating costs, including paid advertising, computer costs.

Total Request: \$50,000

3. If this is a newly formed partnership, please describe the original motivation or intent for the partnership.

In 2016 Gunnison County worked on the One Valley Prosperity Project (OVPP) and Community Health and Equity was one of four pillars identified as a source of prosperity for all community members. The OVPP gave authority for the formation of the Gunnison Valley Health Coalition (GVHC) to carry out three goals around this pillar: 1) meet the Basic Needs of the community (food, shelter, and safety/security); 2) enhance and improve positive Healthy Youth Development opportunities for ages 0-20 years; and 3) meet the Health and Wellness (physical, mental, dental, and spiritual) needs of all residents.

The GVHC consists of a leadership team consisting of the Director of Gunnison County Department of Health and Human Services (HHS), the County Health Officer, the Director of Community Impact of the Community Foundation of the Gunnison Valley, the Director of the GVH Foundation, Director of Juvenile Services/CTC facilitator, Adult Protective Services Manager, and Gunnison Valley Family Physicians (GVFP) manager.

The GVHC also has three subgroups that currently exist; basic needs, health and wellness, and youth. The work the HCGV and all of the partners are doing are aimed at addressing and implementing community-driven system change that benefits the lives of all of our community members. Successes of the HCGV include strategic planning and shared knowledge across community partners.

The Community Health Coalition of the Gunnison Valley has been in existence since 2017, with the goal of collaboratively addressing multiple health related problems, however it is still a developing group. Recent strategic planning has yielded the following purpose and mission statements:

Purpose Statement: The purpose of the Community Health Coalition of the Gunnison Valley is to improve the wellbeing of all community members.

Mission Statement: The Community Health Coalition is an inclusive and dynamic group of health and human services professionals dedicated to improving social, physical, mental and spiritual health for all community members.

4. If your partnership has already formed, how would you like to see it improve?
 - dedicated staff time devoted to the Health Coalition, which we do not have yet
 - Transparent and equitable decision-making process The Community Health Coalition will create an effective organizational structure that supports the critical work of the Board and subcommittees as well as growth of future endeavors. Also increasing subgroups to include communications/outreach and sustainability.
 - Clearly defined goals and strategies related to improving well-being through collective action, with agreed on measures and community indicators. This improvement will build on the current Strategic Plan which is focused on internal structure and health equity.
 - Agreeing on a Health Equity framework and theory, which underlies the structure of coalition, as well as the strategies to attain community well-being Review Coalition membership, identify missing partners and make invites in the following areas: Men, community members, faith community, immigrants, community leaders.
 - Discuss and adopt a health equity framework for the Community Health Coalition
 - Seek and provide health equity related training opportunity to the Community Health Coalition in 2021.
 - Conduct a work session about community equity and identify ways that we can move to equity and social justice that includes diversity and inclusion.
 - Explore inclusive decision-making processes and structures that promote diverse leadership opportunities.

5. Please describe any existing funding or programs that will be leveraged with this OPHP funding to achieve your goals.
 - Currently the leadership of the Health Coalition is steering the work of a community wide Behavioral Health Assessment with a environmental scan and gaps analysis. Funding for this and participation is shared by organization of the Health Coalition, primarily Juvenile Services and Gunnison Valley Health.
 - The local public health agency is beginning to work on a regional public health assessment that will be informed and coordinated with this local BH assessment.
 - The Health Coalition already works collaboratively on increasing access to mental health counseling, as well as basic needs such as food and rent assistance. These programs are funded through various agency grants, contracts, and even a local nicotine tax.
 - Suicide Prevention activities including community-based and professional trainings through funding from the Center for Mental Health and other grants

Comment(s):

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Application for Federal Assistance SF-424

Action Requested: County Manager Signature

Parties to the Agreement: Federal Aviation Administration and Gunnison County

Term Begins:

Term Ends:

Grant Contract #: 3-08-0030-059

Summary:

Applying to receive annual entitlement of FAA grant assistance for the Terminal Construction project.

Fiscal Impact: FAA \$1,000,000; CDOT \$55,555; County \$55,556

Submitted by: Stephanie Williams

Submitter's Email Address: swilliams@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 2/11/2021

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 2/10/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/16/2021

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

* 2. Type of Application:

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

KGUC

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

AIP NO. 3-08-0030-059-

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

Gunnison County Board of Commissioners

* b. Employer/Taxpayer Identification Number (EIN/TIN):

84-6000770

* c. Organizational DUNS:

1331152200000

d. Address:

* Street1:

519 Rio Grande Avenue

Street2:

* City:

Gunnison

County/Parish:

* State:

CO: Colorado

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

81230

e. Organizational Unit:

Department Name:

Division Name:

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

Prefix:

* First Name:

Rick

Middle Name:

* Last Name:

Lampert

Suffix:

Title:

Airport Manager

Organizational Affiliation:

* Telephone Number:

970-641-2304

Fax Number:

970-641-8559

* Email:

rlampert@gunnisoncounty.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

.

* Title:

.

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

Airport Terminal Rehabilitation and Expansion(Phase 2). Improving code compliance,HVAC and electrical systems,screening/baggage,holdrooms,replace jet bridges,parking lot & access road

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

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

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="1,000,000.00"/>
* b. Applicant	<input type="text" value="55,556.00"/>
* c. State	<input type="text" value="55,555.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="1,111,111.00"/>

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

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

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

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

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

** I AGREE

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

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

February 12, 2021 – March 31, 2021
As of 2/12/2021

Board of County Commissioners

- BOCC Regular Meeting**
February 16, 2021, 8:30 AM - 9:30 AM @ BOCC Boardroom
Special Local Liquor Licensing Authority Meeting & Regular BOCC Meeting
[More Details](#)
- BOCC Work Session & Special Meeting**
February 23, 2021, All Day @ BOCC Boardroom
[More Details](#)
- BOCC Regular Meeting**
March 2, 2021, All Day @ BOCC Boardroom
[More Details](#)
- Joint Work Session; Gunnison County Board of County Commissioners and the Gunnison County Planning Commission**
March 5, 2021, 10:00 AM - 1:00 PM @ BOCC Boardroom
[More Details](#)
- BOCC Work Session**
March 9, 2021, All Day @ BOCC Boardroom
[More Details](#)
- BOCC Regular Meeting**
March 16, 2021, All Day @ BOCC Boardroom
[More Details](#)
- BOCC Work Session & Special Meeting**
March 23, 2021, All Day @ BOCC Boardroom
[More Details](#)

Gunnison County Organization

- Holiday - Washington's Birthday - Offices Closed**
February 15, 2021, All Day
[More Details](#)

Gunnison County Organization

- Gunnison-Hinsdale Board of Human Services Meeting**
February 16, 2021, 9:30 AM - 10:00 AM @ BOCC Board Room
[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Delegating Signatory Authority to Coun

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached.

Fiscal Impact: N/A

Submitted by: Katherine Haase for Matthew Birnie

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 and legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 2/10/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: CM Report

Agenda Date: 2/16/2021

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 2021-___**

**A RESOLUTION DELEGATING SIGNATORY AUTHORITY TO COUNTY
MANAGER FOR AFFORDABLE HOUSING DEED RESTRICTIONS**

WHEREAS, the Board of County Commissioners (the “Board”) is authorized pursuant to Colo. Rev. Stat. § 30-11-101(c) to sell, convey or exchange any real property owned by the County and to make such order respecting the same as may be deemed conducive to the interests of the inhabitants; and

WHEREAS, the Board is authorized pursuant to Colo. Rev. Stat. § 30-11-107(1)(a) to make such order concerning the property belonging to the County as it deems expedient; and

WHEREAS, the Board is authorized pursuant to Colo. Rev. Stat. § 30-11-107(aa) to establish policies and procedures regarding entering into contracts that bind the County and delegate its power to enter into such contracts where amounts and requirements comply with such policies; and

WHEREAS, the Board’s policy is that all County-owned affordable housing properties are transferred only to qualifying homeowners and subject to a deed restriction, current form attached as Exhibit A; which may be amended from time to time.

NOW, THEREFORE, BE IT HEREBY:

RESOLVED that Matthew Birnie, Gunnison County Manager, is authorized and delegated the power to sign all documents to enter into contracts that bind the County in the transfer of affordable housing units, in accordance with the Board’s policy including its accompanying deed restriction, as may be amended from time to time;

RESOLVED that all action previously taken by Matthew Birnie, Gunnison County Manager, relating to the sale of affordable housing properties owned by the County, that was in accordance with the Board’s policy and accompanying deed restriction, as may be amended from time to time, is hereby ratified, approved and confirmed.

This Resolution has immediate effect upon its passage by the Board of County Commissioners without further action necessary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

INTRODUCED by Commissioner _____, seconded by
Commissioner _____, and adopted this ____ day of
_____, 2021.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Jonathan Houck, Chairperson

Roland Young, Vice Chairperson

Elizabeth Smith, Commissioner

ATTEST:

Deputy County Clerk

EXHIBIT A

GUNNISON COUNTY MASTER DEED RESTRICTION

THIS DEED RESTRICTION (“Restriction” or “Restrictions”) is made this _____ day of _____, 202__, by the Board of County Commissioners of Gunnison County, Colorado, 200 East Virginia, Gunnison, Colorado 81230 (referred to herein as “Gunnison County” or “Grantor” or “Beneficiary” and shall include administrators, legal representatives, successors and assigns) and hereby imposes the deed restrictions specified herein on the real property specified herein.

1. Property Subject to Deed Restriction. The following real property (the “Property”) is hereby made subject to these Affordable Housing Restrictions (“Restrictions”):

**Unit ____ Building _____, _____,
according to the _____ thereof recorded
_____, _____ at Reception No. _____, of the
records of Gunnison, Colorado**

Commonly known as _____, _____, **Colorado**

WHEREAS, Gunnison County, acting as the declarant, intends to create a valid and enforceable covenant running with the land that assures that all of a Unit hereby existing or to be developed on a Unit will be used solely by individuals who are either Qualified Owners or Qualified Occupants (as such terms are hereinafter defined), subject to limited exceptions provided for herein; and

WHEREAS, Gunnison County recognizes the public need for attainable and affordable housing for the workforce and working families of Gunnison County, particularly within the Gunnison Valley; and

WHEREAS, under this Restriction Gunnison County intends, declares, and covenants that the regulatory and restrictive covenants set forth herein governing the use of a Unit described and provided for herein shall be and are hereby made covenants running with the land and are intended to be and shall be binding upon Gunnison County, and all subsequent owners and/or tenants of such Property for the stated term of this Restriction, unless and until this Restriction is released and terminated in the manner hereafter described.

2. Definitions

- i. AREA MEDIAN INCOME (AMI) means the median income for Gunnison County adjusted for household size. as established and defined in the most recent annual schedule published by the U.S. Department of Housing and Urban Development (HUD).
- ii. CAPITAL IMPROVEMENT means any fixture erected as a permanent improvement to a Unit excluding repair, replacement, maintenance costs, and sweat equity.

iii. GUNNISON COUNTY shall mean the Board of County Commissioners of Gunnison County, Colorado.

iv. GUIDELINES mean the most current Gunnison Valley Regional Housing Authority Housing Guidelines or Gunnison County Housing Guidelines if the Gunnison Valley Regional Housing Authority ceases to exist or is replaced by some other entity, in effect at the time of closing on a sale or transfer of any or all of a Unit or at the commencement date of a lease or other occupation agreement, or its successor document, as amended from time to time and attached hereto as Exhibit A.

v. FIRST MORTGAGE means a deed of trust or mortgage that is recorded senior to any other deeds of trust or liens against any of all of the Units to secure a loan used to purchase any of all of the Units by a Mortgagee.

vi. HOUSEHOLD means one or more persons who intend to live together in any of the Units.

vii. HOUSING AUTHORITY means the Gunnison Valley Regional Housing Authority. Unless expressly stated otherwise in this Deed Restriction, "Housing Authority" shall refer to the Gunnison Valley Regional Housing Authority, except that if the Gunnison Valley Regional Housing Authority ceases to exist or is replaced by some other entity, "Housing Authority" shall refer to the County.

viii. MAXIMUM RESALE PRICE means the maximum Purchase Price that shall be paid by any purchaser of a Unit, other than the initial purchaser who acquires a Unit from Gunnison County that is determined in accordance with the provisions of Section 6.iii of this Restriction. The Maximum Resale Price is not a guaranteed price, but merely the highest price an Owner may obtain for the sale of a Unit.

ix. MORTGAGEE means any bank, savings and loan association, or any other institutional lender that is licensed to engage in the business of providing purchase money mortgage financing for residential real property and that is beneficiary of a deed of trust or mortgage encumbering a Unit.

x. NON-QUALIFIED OWNER or NON-QUALIFIED TRANSFEREE means an Owner that is not a Qualified Owner.

xi. NET WORTH means the estimated sum of the assets of the Qualified Owner or Qualified Occupant. The term *Asset* refers to liquid assets such as cash in savings, checking or other forms of bank accounts and stocks, bonds or other instruments that can readily be converted to cash. The most recent Assessed Value as provided by the applicable Assessor's Office will be used to determine the value of real estate holdings, regardless of set-offs by encumbrances, costs of sale or holding, or percent of ownership interest. Assets in a qualified retirement plan and other non-liquid assets such as personal belongings or intangible assets will not be included in the asset limitations for each income category.

xii. OWNER means Gunnison County and any subsequent buyer, heir, devisee, transferee, grantee, owner or holder of title to a Unit.

xiii. PURCHASE PRICE means all consideration paid by the purchaser to the seller for a Unit.

xiv. QUALIFIED OWNER means a natural person who meets the following requirements at the time that he/she takes initial ownership interest or transfer of interest in a Unit as qualified by Gunnison County:

a. Has maintained his/her primary and sole residence in Gunnison County, Colorado for six (6) consecutive months immediately preceding taking initial ownership or transfer of interest in a Unit or has a qualified employment contract with an employer in Gunnison County that has been accepted by Gunnison County; and

b. Has earned his/her primary (80% or more) source of income working a minimum of 30 hours per week on an annual basis, as documented with the United States Internal Revenue Service, within Gunnison County, or has a qualified employment contract with an employer in Gunnison County that has been accepted by Gunnison County; and

c. Except as provided for in Section 4.i.b. and 4.1.c., does not own any interest in other improved residential property(s). A purchaser who owns residential real estate must convey all interest in said residential property(s) prior to taking initial ownership or transfer of interest of a Unit; and

d. A qualified household shall not have a net worth that exceeds four (4) times the income based on the AMI applicable to actual household size of a prospective purchaser, such AMI set by HUD annually and adjusted for household size.

e. Income restrictions are applicable at the time of qualification and shall be verified by Gunnison County. Income guidelines are based on the Area Median Income (AMI) set by HUD annually and adjusted for household size. At the time of initial ownership or transfer of interest the combined household income shall not be less than 70% of AMI and shall not exceed 160% of AMI; and

f. Shall occupy the subject Unit as his/her sole and exclusive primary residence at all times during the ownership of a Unit.

xv. QUALIFIED OCCUPANT means a person who meets the following requirements at the time he or she takes initial occupancy of a Unit as qualified by Gunnison County:

a. Has maintained primary and sole residence in Gunnison County, Colorado

for three consecutive months immediately preceding taking initial occupancy of a Unit or has a qualified employment contract with an employer in Gunnison County that has been accepted by Gunnison County; and

b. Has earned his/her primary (80% or more) source of income working a minimum of 30 hours per week on an annual basis, as documented with the United States Internal Revenue Service, within Gunnison County, or has a qualified employment contract with an employer in Gunnison County that has been accepted by Gunnison County; and

c. Except as provided for in Section 4.i.a. and 4.i.c., does not own any interest in other improved residential property(s). An occupant who owns residential real estate must convey all interest in said residential property(s) prior to taking initial occupancy of the subject Unit; and

d. A qualified household shall not have a net worth that exceeds two (2) times the income based on the AMI applicable to actual household size of a prospective occupant, such AMI set by HUD annually and adjusted for household size; and

e. Income restrictions are only applicable at the time of occupancy and shall be verified by Gunnison County. Income restrictions are based on the Area Median Income (AMI) set by HUD annually and adjusted for household size. At the time of initial occupancy, the combined household income shall not be less than 80% of AMI and not exceed 160% of AMI; and

f. Shall occupy the subject Unit as his/her sole and exclusive primary residence.

xvi. TRANSFER means an act of a party, or of the law, by which the title to the subject Unit is wholly or partially transferred to another; including but not limited to the sale, assignment voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the subject Unit, including but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, a leasehold interest or any interest evidenced by a land contract by which possession of the subject Unit is transferred and Owner retains title, except that, this definition does not include any transfer of an interest by Gunnison County.

If reviewed and approved in writing by Gunnison County prior to occurrence the following transfer(s) are exceptions to the definition, provided that the new Owner, other than an estate, shall use a Unit as his/her principal residence:

a. A transfer resulting from the death of an Owner where the transfer is to the spouse or domestic partner who is also a Qualified Owner.

b. A transfer resulting from a decree of dissolution of marriage or legal

separation or from a settlement incidental to such a decree by which a transfer is made to a spouse who is also a Qualified Owner.

3. Restriction Runs with the Land. This Restriction shall constitute covenants running with title to the subject Unit as a burden thereon, for benefit of, and enforceable by, Gunnison County, and their successors and assigns, and this Restriction shall bind Gunnison County and all subsequent Owners and tenants of the subject Unit. Each Owner and Qualified Occupant, upon acceptance of a deed or lease to the subject Unit, shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions, and restrictions contained herein during the Owner's period of ownership or Qualified Occupant's tenancy, as may be appropriate. Each and every Transfer or lease of the subject Unit, for all purposes, shall be deemed to include and incorporate by this reference, the covenants contained in this Restriction, even without reference to this Restriction in any document of conveyance.

4. Ownership, Use, Occupancy and Rentals.

i. Ownership.

- a. Qualified Owner(s). The ownership of the subject Unit is hereby, and shall henceforth be, limited exclusively to Qualified Owner(s) which shall include the parties described and approved as set forth in Section 4.ii. In the event that the subject Unit is occupied without compliance with this Restriction, Gunnison County shall have the remedies set forth herein, including but not limited to the rights under Section 8 herein.
- b. Employee Housing. Upon the written consent of Gunnison County, which consent may be recorded, a non-qualifying natural person or entity that owns or operates a business located in and serving the county may purchase the subject Unit, provided, however, that by taking title to the subject Unit, such Owner shall be deemed to agree to the rental restrictions set forth herein, and further that any Owner who does not meet the definitions of both a Qualified Owner and Qualified Occupant shall rent the subject Unit to a natural person(s) who does meet the definitions of a Qualified Occupant, and shall not occupy or use the subject Unit for such Owner's own use or leave the subject Unit vacant except as otherwise provided herein.
- c. Rental Projects. Upon the written consent of Gunnison County, which consent may be recorded, a non-qualifying natural person or entity may own the subject Unit for the purpose of operating a rental project. However, by taking title to the subject Unit, such Owner shall be deemed to agree to the rental restrictions set forth herein, and further that any Owner who does not meet the definitions of both a Qualified Owner and Qualified Occupant shall rent the subject Unit to a natural person(s) who does meet the definitions of a Qualified Occupant, and shall not occupy or use the property for such Owner's own use or leave the subject Unit vacant except as otherwise provide herein.

ii. Use and Occupancy. Except as provided for in Section 4.i.b and 4.i.c here in, the use and

occupancy of the subject Unit is hereby, and shall henceforth be, limited exclusively to Qualified Owner(s) or Qualified Occupant(s), his or her spouse and child(ren) and other immediate family members.

iii. Rental of Property.

- a. Qualified Owner(s). An Owner may not, except with prior written approval of Gunnison County' conditions of approval, rent a Unit to a Qualified Occupant(s) for no less than six (6) months and no more than one (1) year and occurring not more than once every five (5) years. All rentals must comply with the current Guidelines.
- b. Employee Housing. A non-qualifying natural person or entity that owns a Unit, pursuant to Section 4.i.b, may rent a Unit for any period of time. All renters must be Qualified Occupants. Any occupancy of a Unit pursuant to sections 4.i.b and 4.iii.b shall not exceed two persons per bedroom, unless Gunnison County approves otherwise.
- c. Rental Projects A non-qualifying natural person or entity that owns a Unit, pursuant to Section 4.i.c, may rent a Unit for any period of time. All renters must be Qualified Occupants. Any occupancy of a Unit pursuant to Sections 4.i.c and 4.iii.c shall not exceed two persons per bedroom, unless Gunnison County

iv. Roommates. The requirements of this Restriction shall not preclude the Owner from sharing occupancy of a Unit with non-owners on a rental basis provided that the non-owner(s) is also a Qualified Occupant. Owner continues to occupy a Unit as his/her sole and primary residence and meets the obligations contained in this Restriction, including the definition of Qualified Owner or Qualified Occupant. Short-term rentals/roommates are strictly prohibited.

v. No Indemnification or Waiver of Immunity. Nothing herein shall be construed to require Gunnison County to protect or indemnify the Owner against any losses attributable to a rental including, but not limited to, non-payment of rent or damages to a Unit; nor to require Gunnison County to obtain a Qualified Occupant for the Owner in the event that none is found by the Owner. In addition, nothing herein shall be construed as a waiver by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or other applicable law.

vi. Initial Finance and Refinance Restriction.

- a. At the time of the purchase of a Unit the original principal amount of any indebtedness secured by a First Mortgage shall not exceed an amount equal to one hundred percent (100%) of the Purchase Price paid for a Unit by that Owner, subject to the Guidelines.
- b. An Owner may refinance a First Mortgage that encumbers a Unit with the consent of Gunnison County; provided, however, that the original principal amount of any

refinanced indebtedness secured by a First Mortgage shall not exceed an amount equal to ninety-seven percent (97%) of the then current Maximum Resale Price limit.

vii. Ownership Interest in Other Residential Property. Except with respect to a Non-Qualified Owner permitted to purchase a Property as set forth in Section 4, if at any time the Owner also owns any interest alone or in conjunction with others in any other developed residential property in or out of the County, the Owner shall immediately list such other property interest for sale and sell his or her interest in such property. In the event said other property has not been sold by the Owner within one hundred twenty (120) days of its listing required hereunder, then the Owner shall immediately list his or her Property for sale pursuant to Section 8.v. of this Restriction. In the case of an Owner whose business is the construction and sale of residential properties or the purchase and resale of such properties, the properties that constitute inventory in such Owner's business shall not constitute "other developed residential property" as that term is used in this Section 4.vii. provided that the Owner is not occupying any of the inventoried properties for residential or commercial purposes.

viii. Compliance. Any Owner of a Unit is required to comply with annual certifications to Gunnison County that they are in compliance with the requirements of this Restriction. The Housing Authority acknowledges and recognizes that the income and net worth of a Qualified Owner or Qualified Occupant may increase over time, however, such increases over the maximum income and net worth requirements at initial purchase or occupancy shall not constitute a default of this Restriction.

ix. Any owner or prospective buyer must agree to and execute the Notice of Lien form attached hereto as Exhibit B.

5. Initial Purchase Price. Upon completion of construction of a Unit, a Unit shall be sold to a Qualified Owner, except as provided for in Section 4.i. of this Restriction, at an affordable Purchase Price as determined by the Guidelines.

6. Transfer of Property.

i. Resale. No Transfer of a Unit shall occur subsequent to the original purchase from the County or Gunnison County, except upon full compliance with the procedures set forth in this Section 6. In the event a Unit is sold and/or conveyed without compliance with this Restriction, such sale and/or transfer shall be wholly null and void and shall confer no title whatsoever upon the purported buyer.

ii. Notice of Intent. A Unit shall not be sold or transferred without prior submission by the Qualified Owner to the Housing Authority of a written Notice of Intent to Sell or Transfer Affordable Housing Unit as set forth in Exhibit C attached hereto.

iii. Maximum Resale Price.

- a. The initial purchase price of a Unit shall be the basis for calculating the Maximum Resale Price in accordance with this Restriction and the Guidelines in effect at the time of listing a Unit for sale.
- b. The Maximum Resale Price of a Unit shall be limited to be no more than the following calculation:

The Maximum Resale Price may not exceed the sum of: (i) the Purchase Price paid by the Owner for a Unit, plus: (ii) an increase of two percent (2%) of such Purchase Price per year (prorated at the rate of 1/12 for each whole month, but not compounded annually) from the date of the Owner's purchase of a Unit to the date of the Owner's Notice of Intent to Sell a Unit; plus (iii) an amount equal to any special improvement district assessments, if applicable and not transferable, paid by the seller during the seller's ownership of a Unit; (iv) the cost of Permitted Capital Improvements made to a Unit by the Owner as set forth in Exhibit D attached hereto.
- c. Permitted Capital Improvements. The amount for Permitted Capital Improvements shall not exceed ten per cent (10%) of the original purchase price for an initial ten (10) year period. For every ten (10) year period from the date of the original purchase and Covenant, another ten (10) per cent of the purchase price may be added to the value of a Unit for Capital Improvements. In calculating such amount, only those Permitted Capital Improvements identified in Exhibit C hereto shall qualify for inclusion. Seller's contributed labor or "sweat equity" shall not be part of the cost of an eligible improvement.
- d. Pursuant to the Guidelines, each Owner shall be responsible for ensuring that at the Transfer of his or her Property, the same is clean, the appliances are in working order, and that there are no health or safety violations regarding a Unit. Prior to the sale of a Unit Gunnison County is authorized to take necessary actions and incur necessary expenses for bringing a Unit into saleable condition. Such actions and expenses include, but are not limited to, cleaning a Unit and making necessary repairs to or replacements of appliances and/or Property fixtures, such as windows, doors, cabinets, countertops, carpets, flooring and lighting fixtures, and/or correcting any health or safety violations on a Unit. Expenses incurred by Gunnison County to bring a Unit into a saleable condition shall be itemized and documented by the Housing Authority and deducted from the Owner's proceeds at closing of the Transfer of a Unit.
- e. No Owner shall permit any prospective purchaser to assume any or all of the Owner's closing costs. No Owner shall accept anything of value from a prospective purchaser except for the Maximum Resale Price before, during or after closing of the Transfer of a Unit.

- f. Nothing in this Restriction represents or guarantees that a Unit will be re-sold at an amount equal to the Maximum Resale Price. Depending upon conditions affecting the real estate market, a Unit may be re-sold for less than the Maximum Resale Price.
- iv. Beneficiary Right to Acquire Ownership - Right of First Refusal. The initial Owner and each subsequent Owner shall not transfer a Unit, or any part thereof, without first offering same to Gunnison County for purchase. Gunnison County shall have a right of first refusal to purchase a Unit as follows:
- a. If an Owner receives any offer to purchase or enders any offer of sale for a Unit for any amount less than or equal to the Maximum Resale Price, Gunnison County shall have the absolute right of the first refusal to purchase a Unit at the offered sales price. This right of first refusal will first be granted to the county, using the form attached here to as Exhibit E, and then the Gunnison Valley Regional Housing Authority, using the form attached hereto as Exhibit F, only if the County does not exercise its right of first refusal.
 - b. Gunnison County shall have the option to exercise its right of first refusal, with the County prevailing as detailed in 6.iv.a., by executing a written and binding commitment to purchase a Unit within twenty-on (21) days after Gunnison County receives written Notice of Intent to Sell or Transfer Affordable Housing Unit by Owner. The commitment to buy shall set a closing date within a reasonable period of time.
 - c. Gunnison County shall have the right to inspect a Unit prior to exercising its right of first refusal. If a Unit is damaged there shall be a decrease in the sales price of a Unit equal to the amounts necessary to bring a Unit into saleable condition as reasonably determined by Gunnison County, including but without limitation cleaning, painting, replacing worn carpeting and draperies; making necessary structural, mechanical, electrical and plumbing repairs; and repairing or replacing built-in appliances and fixtures.
 - d. In the event Gunnison County executes a written and binding commitment to purchase a Unit within said twenty-one (21) day period, this right of first refusal shall expire.
 - e. If the Owner does not sell or otherwise transfer a Unit, the terms and conditions of this right of first refusal shall again apply to any subsequent sale or transfer of a Unit.
 - f. The right of first refusal shall be in full force and effect from the date of initial sale in perpetuity. Any sale or attempted transfer of a Unit effected without first

giving Gunnison County the right of first refusal described above shall be wholly null and void and shall confer no title whatsoever upon the purported buyer.

- v. Beneficiary Made Whole. No transfer of a Unit shall occur unless and until each and every encumbrance, debt or liability owed by the Owner to Gunnison County is fully satisfied.

7. Foreclosure

- i. It shall be a breach of these Restrictions for an Owner to default in the payments or other obligations due or to be performed under a promissory note secured by deed of trust encumbering a Unit. The Owner hereby agrees to notify Gunnison County, in writing, of any notification Owner receives from a lender, or its assigns, of past due payments or default in payment or other obligations due or to be performed under a promissory note secured by a deed of trust, as described herein, within five (5) calendar days of Owner's notification from lender, or its assigns, of said default or past due payments
- ii. Upon receipt of notice as provided herein, Gunnison County shall have the right, in its sole discretion, to solely or jointly cure the default or any portion thereof, thereby becoming the Curing Party. In such event, the Owner shall be personally liable to the Curing Party for past due payments made by the Curing Party, together with interest thereon at the rate specified in the promissory note secured by the deed of trust, plus one (1) per cent, and all actual expenses of the Curing Party incurred in curing the default. In the event the Owner does not repay the Curing Party within sixty (60) days of notice that the Curing Party has cured the Owner's default, the Owner agrees that the Curing Party shall be entitled to a lien against a Unit to secure payment of such amounts. Such a lien may be evidenced by a notice of lien setting the amounts due and rate of interest accruing thereon, and such notice of lien may be recorded in the real property records of Gunnison County, Colorado, until such lien is paid and discharged. The Curing Party shall have the additional right to bring an action to foreclose on a Unit for the payment of the lien set forth in this section 7.ii.
- iii. In the event of a foreclosure on a promissory note secured by a first deed of trust on a Unit, or any Property, and the issuance of a public trustee's deed by the holder of such note and deed of trust ("Holder"), or the acceptance by Holder of such note and deed of trust or a deed in lieu of foreclosure of a Unit, and Holder's subsequent recordation of the same in the Office of the Gunnison County Clerk and Recorder, Gunnison County may acquire a Unit by exercising that certain "Option to Purchase," the copies of which is attached hereto as Exhibits E and F. In the event that the Option is not exercised by Gunnison County, this Deed Restriction shall be released and shall be of no further force or effect.

8. Default/Breach

- i. In the event Gunnison County has reasonable cause to believe an Owner is violating the provisions of these Restrictions, that entity, through its authorized representatives, may inspect a Unit between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, after providing the Owner with no less than 24 hours written notice.
- ii. The respective Beneficiary shall send a notice of violation to the Owner, with a copy to the other Beneficiary, detailing the nature of the violation and allowing the Owner fifteen (15) days to determine the merits of the allegations, or to correct the violation. In the event the Owner disagrees with the allegation of violation of these Restrictions, the Owner may request, in writing, a hearing before the Gunnison Valley Regional Housing Authority Grievance and Appeals Committee or some similar body convened by the County if the Gunnison Valley Regional Housing Authority Grievance and Appeals Committee ceases to exist or is replaced. If the Owner does not request a hearing and the violation is not cured within the fifteen-day period, the Owner shall be considered in violation of these Restrictions.
- iii. Whenever these Restrictions provide for a hearing before the Gunnison Valley Regional Housing Authority Grievance and Appeals Committee, such hearing shall be scheduled by Gunnison County within twenty-one (21) days of the date of receipt of a written request for a hearing. At any such hearing, the Owner or other aggrieved party may be represented by counsel and may present evidence on the issues to be determined at the hearing. An electronic record of the hearing shall be made, and the decision of Gunnison County shall be a final decision, subject to judicial review.
- iv. There is hereby reserved to the parties hereto any and all remedies provided by law for breach of these Restrictions or any of its terms. In the event the parties resort to litigation with respect to any or all provisions of these Restrictions, the prevailing party shall be awarded its damages, expenses and costs, including reasonable attorney's fees.
- v. In the event a Unit is sold and/or conveyed without compliance with the terms of these Restrictions, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each and every conveyance of a Unit, for all purposes, shall be deemed to include and incorporate by this reference the covenants herein contained, even without reference therein to these Restrictions.
- vi. In the event an Owner fails to cure any breach of these Restrictions, Gunnison County may resort to any and all available legal or equitable actions, including but not limited to specific performance of these Restrictions, an injunction against future sale(s) in violation of these Restrictions, or eviction of noncomplying owners and/or occupants.
- vii. Eliminating Resale Gain. In the event of a breach of any of the terms or conditions contained herein by an Owner, his or her heirs, successors or assigns, the Owner's initial purchase price of a Unit shall, upon the date of such breach as determined by Gunnison

County, automatically cease to increase as set out in Section 6.iii. of this Restriction, and shall remain fixed until the date of cure of said breach or until the Owner repays the Curing Party.

9. In the event of a dispute regarding interpretation, enforcement or otherwise of this Restriction or any portion of it, the position of Gunnison County shall prevail.

10. General Provisions

- i. These Restrictions shall constitute covenants running with the Real Property as a burden thereon, for the benefit of, and shall be specifically enforceable by Gunnison County and/or its respective successors and assigns, as applicable. Enforcement by any appropriate legal action may include, but is not limited to specific performance injunction, reversion, or eviction of noncomplying owners and/or occupants.
- ii. Equal Housing Opportunity. Pursuant to the Fair Housing Act and each of the public policy, the Housing Authority shall not discriminate on the basis of race, creed, color, sex, national origin, familial status, disability or sexual orientation in the lease, sale, use or occupancy of a Unit.
- iii. Waiver of Exemptions. Every Owner, by taking title to a Unit, shall be deemed to have subordinated to this Restriction any and all right of homestead and any other exemption in, or with respect to, such Property under state or federal law presently existing or hereafter enacted.
- iv. Any notice, consent, approval, or request which is required to be given by any party hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to the address provided herein or to the address of the Owner. The Owner shall also notify, in writing, Gunnison County of any change in address.

To Gunnison County: Gunnison County Manager
200 E. Virginia Avenue
Gunnison, Colorado 81230
Fax: 970-641-3061

To GVRHA: Gunnison Valley Regional Housing Authority
202 E. Georgia Avenue
Gunnison, CO 81230

To Owner: _____

To Subsequent Owners: At the address maintained in the records of the
Gunnison County Assessor's office

- v. Whenever possible, each provision of these Restrictions and any other related document shall be interpreted in such manner as to be valid under applicable law; but if any provision of these Restrictions shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remaining provisions of such document.
- vi. These Restrictions and each and every related document is to be governed and construed in accordance with the laws of the State of Colorado.
- vii. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.
- viii. Owners and subsequent owners agree that he or she shall be personally liable for their participation in any of the transactions contemplated herein and that he or she will execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of these Restrictions or any agreement or document relating hereto or entered into in connection herewith.
- ix. Any modifications of these Restrictions shall be effective only when made by a duly executed instrument by Gunnison County and an Owner and recorded with the Clerk and Recorder of Gunnison County, Colorado. Notwithstanding the foregoing, the Parties agree that Gunnison County may amend these Restrictions where deemed necessary to effectuate the purpose and intent of these Restrictions.

EXECUTED, this ____ day of _____, 2020.

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

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth Smith, Commissioner

ATTEST: _____
Deputy County Clerk

_____ Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; North Fork EMS Ambulance Grant

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached draft correspondence.

Fiscal Impact: N/A

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: 2/9/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: Correspondence

Agenda Date: 2/16/2021

February 16, 2019

EMTS Provider Grant Review Committee

Re: North Fork EMS Ambulances

Dear Grant Review Committee Members,

The Gunnison County Board of County Commissioners fully supports the North Fork EMS in their grant application in order to replace an outdated ambulance and continue to provide quality service.

It is vital that the North Fork EMS have appropriate, reliable vehicles that can access the various types of remote and rugged terrain in Gunnison County, including rural and mountainous regions. The 1,500-square mile North Fork EMS service area includes:

- The community of Somerset, extending to the top of McClure Pass on Highway 133.
- Up to Horseranch Park on Kebler Pass, via a mutual aid agreement with Crested Butte Fire District.
- South on Highway 92 through Crawford and Montrose County.
- To Mile Marker 56 at the Gunnison County line on Black Mesa.

We support the safe transport of patients in need of emergency medical care in our county, and we support this grant application to update a North Fork EMS ambulance.

Thank you for considering the grant request.

Best Regards,

Jonathan Houck, Chairperson

Roland Mason, Commissioner

Liz Smith, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: COVID-19 Recovery Team Recommendations

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

COVID Recovery Team Funding Recommendations

Fiscal Impact: \$59,690

Submitted by: Cathie Pagano

Submitter's Email Address: cpagano@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 2/11/2021

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: 2/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15 minutes

Agenda Date: 2/16/2021



Gunnison County, CO
Community Development Department
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230
Phone: (970) 641-0360 FAX: (970) 641-8585
Website: www.gunnisoncounty.org
Email: planning@gunnisoncounty.org

From: Cathie Pagano, Director of Community and Economic Development
To: Recovery Team
Date: February 1, 2021
Re: Recovery Programming (Revised Feb. 8)

The Recovery team has worked with Incident Command to identify funding needs for ongoing COVID response and recovery. We have also prepared an outline of the various programs and initiatives that each of the jurisdictions have funded since the onset of the pandemic. While the County and Gunnison Valley Health have shouldered the majority of the staffing load for the pandemic, each jurisdiction has responded with multiple funding and programming opportunities which are identified in the attached "Recovery Investments Summary."

2021 Funding Recommendation

- Vaccine paperwork and digital forms. There are multiple forms and notifications that are required to be given to all vaccine recipients. \$5,000
- Continuation of an Ameri-corp member position funding \$10,000. This position operates as part of the Heathy Futures program through Mountain Roots. The position works with Community Health Coalition, Early Childhood Council, West Central Public Health Partnership and COVID 19 response team as needed. This may include events review and contact tracing for COVID 19. Coordinates community education events, does community engagement activities to link health and human services resources and other basic needs resources to people in need.
- Gunnison Department of Health and Human Services (HHS) Operations position funding (vaccine clinics) \$60,000: Funding for new HHS position to lead vaccine efforts. Right now this effort is shared between multiple public health staff members who are already beyond capacity.
- Database (separate from Slopeside below) for vaccine clinic scheduling, \$5,000, which enables text and email notifications for vaccine clinic scheduling.
- Consultant services to support transition of Incident Command to long-term normal/sustainable operations, \$5,000.

First Half of 2021 Funding Recommendation

- Slopeside Data Management contract, \$30,000 which this proposal is for Slopeside Technology to continue maintaining and supporting the CoVID19 Incident Data Management system.

- Communications \$10,000. The Public Information Officer does not have additional communications funding for 2021. The need for print, social media, radio and other communications will continue, particularly as we strive to vaccinate at least 70% of our population.

Program	Funding Recommendation	Timeline
Vaccine forms	\$7,000	2021
Ameri-corps Position	\$10,000	2021
HHS Vaccine Operations	\$60,000	2021
Vaccine Database	\$5,000	2021
Incident Command Transition	\$5,000	2021
Slopeside Database Management	\$30,000	First half of 2021
Communications	\$10,000	First half of 2021
Total	\$127,000	

We recommend a cost share on the above items based on population.

Jurisdiction	Population	% of Total Population	Recommended Funding Allocation
Gunnison County (excluding municipalities)	8,256	47%	\$59,690
City of Gunnison	6,640	38%	\$48,260
Crested Butte	1,723	10%	\$12,700
Mt. Crested Butte	876	5%	\$6,350
Total	17,495	100%	\$122,000

On February 2, 2021, the Board of County Commissioners agreed to utilize general fund dollars (approximately \$150,000) to support the hiring of a data manager position for HHS which will support the Public Health Director's analysis of ongoing COVID-19 data trends. That position is not included in this budget but impacts the County's ability to fund the variety of needs.

On February 8, 2020, the Community Foundation of the Gunnison Valley agreed to support the following community needs for all of 2021 which were initially included as part of the above budget.

- Additional funds (\$30,000) for housing and utility assistance for both documented and undocumented residents who don't qualify for the Community Service Block Grant (over 200% of Federal Poverty Level), or who do not qualify for Low-Income Energy Assistance Program (LEAP) and Energy Outreach Colorado (EOC) programs.
- Funds to purchase grocery gift cards (\$5,000) for households that don't qualify for Supplemental Nutrition Assistance Program (SNAP) due to citizenship, or that are experiencing a food shortage. Households will

continue to receive the 15% increase in SNAP benefits through 6/2021. The Public Health Emergency will be extended in 90 day windows potentially through 2021. This will "lock" people into Medicaid protecting their coverage regardless of income.

The Recovery Team anticipates that we will continue to communicate with HHS, the Incident Command team, and other stakeholders to identify ongoing needs in our community. We propose revisiting additional funding needs for the latter half of 2021 in May-June. We appreciate your support and questions can be directed to Cathie Pagano. Thank you.

Gunnison County Recovery Team
2020 Pandemic Recovery Responses
Comprehensive Summary

February 3, 2021

Introduction

Throughout the on-going coronavirus pandemic, local government (both municipal and county) and non-profit stakeholders have undertaken a variety of response and recovery efforts to mitigate socio-economic challenges faced by our communities. The efforts, initiatives, and investments described occurred between March-December 2020. Often involving multiple stakeholders and collaborative efforts, these initiatives have helped mitigate challenges from housing and food insecurity, public health infrastructure, and local economic resilience.

The summary provided here is intended as a reference for the work accomplished. Further, it is intended to offer a more holistic perspective on the COVID-19 response, serving as both a tool for retrospective analysis and facilitating future planning needs. In this way, we hope to identify potential gaps and alternative response and recovery efforts in the future.

For simplicity sake, the initiatives identified here are grouped by organization along with a brief description. These descriptions are concise and are merely a tool for representing categories of response and recovery efforts.

Response and Recovery Initiatives

Gunnison County

- Gunnison County developed a COVID Response Business Loan program. (\$350,000)
- Gunnison County purchased the first round of HEPA Air-filters for distribution to local businesses. The first 175 units were purchased by the County. (\$158,000)
- Gunnison County procured a fixed allocation of Gunnison Valley Dining Dollars that were disbursed to employees as a benefit (\$14,325)
- The County also received a Colorado Department of Public Health and Environment (CDPHE) Protect Our Neighbors Planning grant that was used to fund the broader, countywide COVID Critters campaign (\$50,000). Additional funding for the COVID-Critters campaign was provided by the One Valley Leadership Council.
- Gunnison County Health and Human Services managed over \$400,000 in grant assets in 2020
 - Included in this total were grants obtained through Colorado Department of Local Affairs (DOLA) for the Community Service Block Grant (CSBG) program
 - CSBG grants totaled \$196,000
 - Additional collaborative grants were funded from the Colorado COVID Relief Fund, Hunger Relief Fund, No Kid Hungry, El Pomar Foundation, and LEAP
- Per state statute, Gunnison County is not collecting fees for State liquor licenses and has also waived fees on specific retail food licenses.

- Gunnison County allocated \$150,000 in 2021 to support the hiring of a data manager to assist in epidemiological and public health analysis of COVID data

City of Gunnison

- The City of Gunnison's COVID-19 Business Relief Grant Program. (\$260,000)
- The City of Gunnison developed the Dining Dollars program. The City has contributed a total of \$70,000 to the program, producing a \$200,000 investment to restaurants within City limits.
- The City of Gunnison contributed \$4,000 to the Gunnison Greenbacks program. In total, the Gunnison Greenback program offers a stimulus of \$34,600 to local City of Gunnison businesses.
- The City of Gunnison made an investment in licensed childcare operations within the City limits. These funds are intended to offer tuition assistance and help ensure the continuity of childcare in 2021. (\$35,000)
- The City of Gunnison created two distinct parklets in public right-of-ways throughout the summary months.
- The City made modifications to its short-term parking to help ensure easy take-out access for local restaurants.
- The City of Gunnison has waived its local liquor license fees for 2021.
- City Building and Development Offices continue to do business enforcement and compliance efforts and walk-throughs
- The City Police Department has supported Public Health Order compliance and enforcement, provided security and support at testing and vaccine clinics, and leads the Safety team for Incident Command.

Town of Crested Butte

- The Town of Crested Butte Small Business COVID-19 Small Business Relief Program Grants. \$125,000 in grant funds were distributed to local businesses.
- The Town of Crested Butte opted into the Butte Bucks program. In 2020, the Town of Crested Butte contributed \$3,000 which helped catalyze a \$35,000 investment in local businesses.
- The Town of Crested Butte undertook a significant rerouting of Elk Avenue that created outdoor dining space in the right-of-way for businesses that otherwise did not have access to outdoor seating. (\$20,000)
- The Town of Crested Butte added more 10-minute parking spaces in key areas to facilitate takeout for local restaurants.
- The Town of Crested Butte waived fees and simplified the BOZAR review to allow for businesses to put up temporary, seasonal structures on private property.
- Crested Butte catalyzed the COVID Critter campaign. In structuring the original 'Be CB' campaign with creative agency Buttery, Crested Butte set the stage for broader a broader campaign countywide. (\$20,000)

Town of Mt. Crested Butte

- The Town of Mt. Crested Butte continued its traditional contribution to The Crested Butte/Mt. Crested Butte Chamber's Mountain Money program. Mountain Money yielded a \$16,000 investment in local Mt. Crested Butte businesses.

- The Town of Mt. Crested Butte has waived its local liquor license fees for 2021.

CARES Act Funding Distribution

Gunnison County utilized shared CARES Act funds to leverage a CDPHE Protect Our Neighbors (PON) grant for broader investment in our communities. Subsequently, the PON Grant provided an additional \$300,000 for use in Gunnison County.

With these combined CARES/PON funds the following Recovery initiatives were funded:

- Purchased 210 additional HEPA air filtration units for distribution to businesses and community organizations (\$189,000)
- Provided financial support to the Gunnison Country Food Pantry to promote food security for vulnerable populations (\$42,000)
- Provided funding to licensed, early childhood centers across the Gunnison Valley to cover their respective tuition losses in 2020 due to the pandemic (\$30,366)
- Funded scholarship programs at Gunnison Valley Health and Crested Butte State of Mind for mental health support allowing those with inadequate insurance coverage to gain subsidized access to mental health counselling (\$21,000)
- Funded additional public health communications and advertising initiatives (\$15,834)

Community Foundation of the Gunnison Valley

- Through October 2020, the Community Foundation of the Gunnison Valley (CFGV) distributed funding to local organizations from their COVID-19 Recovery Fund. These investments total over \$234,000.

Gunnison Valley Regional Housing Authority & Valley Housing Fund

- These entities created the Emergency Mortgage Assistance Fund to help deed-restricted home owners who are behind on mortgages. The Valley Housing Fund invested \$60,000 in the program and the Gunnison Valley Regional Housing Authority contributed \$5,000.

The Chamber – Crested Butte/Mt. Crested Butte

- In 2020, the Chamber contributed \$3,000 to the Butte Bucks campaign. Combined with a contribution from the Town of Crested Butte, this helped stimulate \$30,000 of investment in local businesses.

The Gunnison Country Chamber of Commerce

- In 2020, the Gunnison Country Chamber of Commerce contributed \$3,000 to the Gunnison Greenbacks campaign which yielded a \$34,600 stimulus to local businesses.
- Additionally, the Chamber provided an additional \$1,050 in Gunnison Greenbacks as prizes for various community events and engagement.

ICS 214 Data – Staff Time

A review of staff-time/personnel costs contributed to the pandemic through February 1, 2021 yields the following personnel investments.

- Gunnison County – \$5,734,481.95
- TAPP - \$961,083.12
- City of Gunnison – \$456,406.73
- Gunnison Watershed School District - \$439,434.84
- Town of Crested Butte - \$30,343.90
- Town of Mt. Crested Butte - \$3,401.69

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
Meeting Agenda for February 16, 2021
County Commissioners' Meeting Room
200 E. Virginia Avenue; Gunnison, CO 81230
(REMOTE)

- Call to Order at 9:30 am
- Agenda Review
- Minutes Approvals:
 - October 20, 2020
 - December 22, 2020
- Hinsdale County Board Representation
- Legislative Priorities
- Staffing Update
- Next Meeting: April 20, 2021
- Adjourn at 10:00 am

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/177/Agendas-Minutes-Portfolios> on the Friday prior to the meeting.

ZOOM MEETING DETAILS:

Join Zoom Meeting:

<https://us02web.zoom.us/j/84658690131?pwd=T1RrcmwwUCtCRCTaZHdBWkdWd0I5dz09>

Meeting ID: 846 5869 0131

Passcode: 612163

One tap mobile

+13462487799,,84658690131#,,,,*612163# US (Houston)

+14086380968,,84658690131#,,,,*612163# US (San Jose)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Human Services; October 20, 2020 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The draft 10/20/20 Human Services meeting minutes are attached for consideration during the 2/16/2021 meeting.

Fiscal Impact: N/A

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:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/21/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/22/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 2/16/2021

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
MEETING MINUTES
October 20, 2020**

The October 20, 2020 meeting of the Gunnison/Hinsdale Board of Human Services was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

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

Joni Reynolds, Health and Human Services Director
Matthew Birnie, County Manager
Katherine Haase, Clerk to the Board
Other Persons Present as Listed in Text

CALL TO ORDER: Chairperson Houck called the meeting to order at 10:43 am.

AGENDA REVIEW: There were no changes to the agenda.

STAFF UPDATES: Health and Human Services Director Joni Reynolds informed the Board that a new child welfare caseworker has been hired, and another employee had been promoted internally. Kathy Ashwood, a long-time employee, would be retiring at the end of the week, and the celebration of her service was scheduled for October 21st. Ms. Ashwood's position vacancy has been noticed to the public.

PROGRAM UPDATES:

- Grants. HHS Director Reynolds informed the Board that her team had secured many grants to meet the local community's needs. To date, we have received over \$200,000 and have provided assistance to 145 households. She noted that, each week, her office receives approximately \$3,000 in requests for rental assistance.
- Supplemental Nutrition Assistance Program (SNAP). HHS Director Reynolds informed the Board that SNAP benefits have increased substantially in 2020. Approximately \$2.5M in benefits will be issued this year, which is about \$1M over a typical year.
- Medicaid. HHS Director Reynolds stated that 800 families are federally locked into Medicaid, so they will be eligible for benefits until January 31, 2021 even if their financial situations change.
- Temporary Assistance to Needy Families (TANF). HHS Director Reynolds stated that there were 42 families receiving TANF cash benefits as of the meeting, which is more than double the typical caseload.
- Child Support. HHS Director Reynolds informed the Board that the State had suspended enforcement actions due to the COVID-19 pandemic. Collections are currently at 86% and 72% for Hinsdale and Gunnison Counties, respectively.
- Influenza Vaccine. HHS Director Reynolds noted that approximately 75% of the recently vaccinated people expressed a desire to receive the COVID-19 vaccine when it is ready for distribution. Overall, about 50% of the population receives the annual flu vaccine.

ADJOURN: Commissioner Houck adjourned the Gunnison Health and Human Services meeting at 10:54 am.

Minutes Prepared By:

Katherine Haase, Clerk to the Board

Minutes Approved (insert date):

Jonathan Houck, Chairperson

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: December 22, 2020 Regular Meeting

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The draft 12/22/2020 Human Services meeting minutes are attached for consideration.

Fiscal Impact: N/A

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: 2/9/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 2/16/2021

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
MEETING MINUTES
December 22, 2020**

The December 22, 2020 meeting of the Gunnison/Hinsdale Board of Human Services 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	Joni Reynolds, Health and Human Services Director
Susan Thompson, Vice-Chairperson (ABSENT)	Matthew Birnie, County Manager
Roland Mason, Commissioner	Katherine Haase, Clerk to the Board
Liz Smith, Commissioner	Other Persons Present as Listed in Text

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

AGENDA REVIEW: There were no changes to the agenda.

MEMORANDUM OF UNDERSTANDING BETWEEN HINSDALE COUNTY AND PROWERS COUNTY; MANAGE AND ADMINISTER HOTLINE CALLS: Health and Human Services Director Joni Reynolds explained that this agreement would provide hotline coverage after hours. Prowers County is the State-selected authority to manage these calls, and HHS Director Reynolds noted that Prowers County has done an excellent job managing the calls. Prowers County relays all emergency situations to our staff, and all calls are recorded. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Memorandum of Understanding between Hinsdale County and Prowers County as described since we do joint human services and authorize the Chairperson's signature. Motion carried unanimously.

RATIFICATION OF SIGNATURE; CDHS CERTIFICATION OF COMPLIANCE – YEAR 2021, COUNTY PERSONNEL AND MERIT SYSTEM: HHS Director Reynolds explained that this certification is an annual State requirement. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the CDHS Certification of Compliance for year 2021 for the County Personnel and Merit System, and authorize the Chairperson's signature. Motion carried unanimously.

PROGRAM UPDATE: HHS Director Reynolds provided the following updates:

1. Public Assistance. The team is in the process of open enrollment. There has been more activity this year than during a typical year.
2. Community Services Block Grant. The CSBG continues to provide support for rent and other types of assistance such as for food, childcare or other services. The team was managing an average of about \$8,000 weekly in requests, which has recently decreased to less than \$5,000. At the current pace, funds will be exhausted in approximately three months.
3. Child Support Services, Child Welfare and Adult Protection. These areas are seeing typical workloads. Delinquent child support cases are not currently being enforced by suspending hunting/fishing licenses, garnishing wages, intercepting tax returns, and others. Team members have worked over the phone with families, when possible, but some in-home services are still required. Staff has done an excellent job of protecting themselves and their clients from COVID-19 transmission.

STAFFING UPDATE: HHS Director Reynolds informed the Board that she has a full staff at this point. There has been some new hires and an internal transfer. Kathy Ashwood retired, which prompted a transition, but she has made herself available for questions. HHS offices are open to the public from 8:30 am to 4:00 pm, Monday-Friday, with lunchtime coverage. Foot traffic has decreased due to COVID-19, which has helped staff maintain a safe environment.

LEGISLATIVE PRIORITIES: HHS Director Reynolds explained that the Family First implementation focuses on child abuse and neglect, as well as treatment in a treatment facility. Programs are being reevaluated since reimbursement funding has been difficult to obtain. Many of the children are sent to treatment centers by court order. She will continue to monitor related conversations happening at the State level.

2021 BOARD PLANNING: HHS Director Reynolds will need to make a transition plan related to this Board because Hinsdale County will need to appoint a new commissioner. She assembled a summary document and will distribute it via email.

NEXT MEETING: The next meeting was scheduled for February 16, 2021.

ADJOURN: **Moved** by Commissioner Mason, seconded by Commissioner Smith to adjourn the Gunnison County Board of Human Services. Motion carried unanimously. The meeting adjourned at 8:56 am.

Minutes Prepared By:

Katherine Haase, Clerk to the Board

Minutes Approved (insert date):

Jonathan Houck, Chairperson

DRAFT