

- 1 - Agenda
- 2 - Liquor License, Three Rivers Smokehouse
- 3 - January 12, 2021 Minutes
- 4a - Amendment No1_Medical Benefit Plan
- 4b - Contractor Agreement, CCWC
- 4c - Grant Application_Continuation of Funds for Hea
- 4d - HRSA Grant
- 4e - Restorative Justice Grant
- 4f - Application for Federal Assistance SF-42
- 4g - ACA Employment Agreement
- 4h - Communities that Care
- 4i - Resolution, Purchase of Real Property
- 4j - Resolution, Adjust Rent
- 4k - DOLA CNG Grant
- 4l - Sorrentino Contract
- 4m - WRETAC Application
- 4n - Engagement Letter
- 5 - Calendar
- 6 - Dos Rios Easement
- 7 - Lot Cluster
- 8 - UGRWCD, Letter of Support

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

DATE: Tuesday, March 16, 2021

Page 1 of 2

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

GUNNISON COUNTY LOCAL LIQUOR LICENSE AUTHORITY:

- 8:30 am
- Call to Order
 - Three Rivers Smokehouse Liquor License #03-06291
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:31 am
- Call to Order; Agenda Review
 - Minutes Approval:
 1. January 12, 2021 Regular Meeting
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Amendment #1; To Plan Document Dated September 1, 2017 and Restated January 1, 2020, Gunnison County, Colorado Employee Medical Benefit Plan, Cost Plus Plan
 2. Contractor Agreement; Coal Creek Watershed Coalition; Site-specific water quality standards for Coal Creek; 01/01/2021 through 12/31/2021; \$18,300
 3. Grant Application for Continuation Funding for Health and Human Services Early Childhood Coalition staff for Systems Building, Colorado Shines Quality Improvement, and Expanding Quality Infant Toddler Care, addressing quality early childcare; \$74,700
 4. Acknowledgement of Approval to Submit Grant Application for Health Resources Service Administration's Rural Communities Opioid Response Planning
 5. Restorative Justice Grant Application; Gunnison County Juvenile Services Department; \$9,933
 6. Corrected Application for Federal Assistance SF-424; Federal Aviation Administration; Airport Terminal Project; \$1,153,208
 7. Gunnison County Assistant County Attorney Employment Agreement; Alex San Filippo-Rosser; Beginning May 24, 2021; \$99,983
 8. Amended Contract; Communities that Care; COVID-19 Response; \$100,000
 9. Resolution Authorizing the Board to Purchase Real Property; 711 N Colorado St, Gunnison, CO 81230
 10. Resolution Adjusting Ground Rent for Use of Premises at the Gold Basin Industrial Park
 11. Ratification of Approval to Submit; FY 2021 March 1 EIAF Tier I Grant Application Cloned 1/26/21; Compressed Natural Gas Fleet Vehicles
 12. Acknowledgment of County Manager's Signature; Contractor Agreement; Walter A. Sorrentino; County Board of Equalization Hearing Officer; term to be 9/15/2021 – 11/01/2021; \$65/hr plus expenses
 13. Acknowledgment of County Manager's Signature; Western Regional Emergency Medical & Trauma Advisory Council (RETAC); Regional Systems Development Application
 14. Engagement of Balcomb & Green, P.C.; Water Rights Associated with County Whetstone Property
 - Scheduling
- 8:35
- County Manager's Reports
- 8:40
- Deputy County Manager's Reports and Project Updates:

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

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

DATE: Tuesday, March 16, 2021

Page 2 of 2

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

1. Grant of Temporary Easement to Jan & Teresa Bryniarski; Real Property located at 656 Camino del Rio, Gunnison, CO 81230

- 8:50
- Lot Cluster Agreement; Chad Smith and Jennifer Cenedella; Buckhorn Ranch Lot M3-45 and Lot M3-46
- 8:55
- Tourism and Prosperity Partnership Appointment, Crested Butte Mountain Resort Representative, Bill McFarlane
- 9:00
- ~~**DELETED:** Letter of Support; COVID-19 Protect Our Neighbors Certification~~
- 9:00
- **MOVED (from 9:15 am to 9:00 am):** Letter of Support; 2021 Upper Gunnison River Restoration & Irrigation Infrastructure Improvement Project; Upper Gunnison River Water Conservancy District
 - **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**

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/88336680665?pwd=MVhiUzIBZnRrNjdma0JoUllXUzRaUT09>

Meeting ID: 883 3668 0665

Passcode: 149941

One tap mobile

+16699006833,,88336680665#,,,,*149941# US (San Jose)

+12532158782,,88336680665#,,,,*149941# US (Tacoma)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Three Rivers Smokehouse Liquor License Renewal

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 Three Rivers Smokehouse dba Three Rivers Smokehouse

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 and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 3/10/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/10/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 3/16/2021



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 #03-06291

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

THREE RIVERS SMOKEHOUSE

DBA THREE RIVERS SMOKEHOUSE

130 COUNTY ROAD 42

ALMONT, COLORADO 81210

Fee \$100.00

Effective Dates: 04.17.2021 - 04.17.2022

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 Semillon 3-4-2021
Gunnison County Clerk

Date

Board of County Commissioners Date

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

**THREE RIVERS SMOKEHOUSE
dba THREE RIVERS SMOKEHOUSE
#130 COUNTY ROAD #742
Almont CO 81210**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-06291	License Expires at Midnight April 17, 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. 3/2/2021 AJM

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

THREE RIVERS SMOKEHOUSE
PO BOX 339
Almont CO 81210

Fees Due		
Renewal Fee		Waived due to 20B-001
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	Waived due to 20B-001
Related Facility - Campus Liquor Complex	\$160.00 per facility	Waived due to 20B-001
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 THREE RIVERS SMOKEHOUSE		Doing Business As Name (DBA) THREE RIVERS SMOKEHOUSE		
Liquor License # 03-06291	License Type Hotel & Restaurant (county)	Sales Tax License # 29812613	Expiration Date 04/17/2021	Due Date 03/03/2021
Business Address #130 COUNTY ROAD #742 Almont CO 81210		County Gunnison	Phone Number 9706411303	
Mailing Address PO BOX 339 Almont CO 81210		Email		
Operating Manager	Date of Birth	Home Address	Phone Number	
1. Do you have legal possession of the premises at the street address above? <input checked="" type="radio"/> Yes <input type="radio"/> No Are the premises owned or rented? Owned <input type="radio"/> Rented* <input type="radio"/> *if rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes <input type="radio"/> No <input checked="" type="radio"/>				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes <input type="radio"/> No <input checked="" type="radio"/>				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes <input type="radio"/> No <input checked="" type="radio"/>				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes <input type="radio"/> No <input checked="" type="radio"/>				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
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 checked="" type="radio"/> Yes <input type="radio"/> No 3RR Inc Retail FMBL Lic # 0523840002				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Jan 12, 2021 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The draft 1/12/2021 BOCC 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: GUNCOUNTY1\egaebler

Discharge Date: 3/12/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 3/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 3/16/2021

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
January 12, 2021**

The January 12, 2021 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

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

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

OATH OF OFFICE CEREMONIES FOR NEWLY ELECTED OFFICIALS; PERFORMED BY DISTRICT COURT JUDGE J. STEVEN PATRICK: Prior to the meeting being called to order, District Court Judge J. Steven Patrick performed the Oath of Office ceremonies for newly elected commissioners Elizabeth Smith and Jonathan Houck.

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:45 am.

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC) BOARD REORGANIZATION AND COMMISSIONER APPOINTMENTS:

- Designate BOCC Chairperson and Vice Chairperson for 2021. **Moved** by Commissioner Mason, seconded by Commissioner Smith to keep Commissioner Houck as Chairperson and myself as Vice-Chairperson. Motion carried unanimously.
- **Moved** by Commissioner Houck, seconded by Commissioner Mason, for the year 2021, that we appoint commissioners in voting capacity to the following roles: 1) Commissioner Mason and Commissioner Smith to the Gunnison Valley Rural Transportation Authority Board; 2) Commissioner Mason to the Region 10 Board; 3) Commissioner Houck as the voting member and Commissioner Mason as the alternate to the Gunnison Basin Sage-grouse Strategic Committee; 4) Commissioner Smith to the Early Childhood Council; 5) Commissioner Smith to Club 20; and 6) Commissioner Mason to the Gunnison County Sick Leave Bank Board. Motion carried unanimously.
 1. Gunnison Valley Rural Transportation Authority Board (two voting members).
 2. Region 10 Board (one voting member).
 3. Gunnison Basin Sage-grouse Strategic Committee (one voting member, one alternate).
 4. Early Childhood Council (one voting member).
 5. Club 20 (one voting member).
 6. Gunnison County Sick Leave Bank Board (one voting member).

APPOINTMENTS; GUNNISON VALLEY HOSPITAL BOARD OF TRUSTEES: **Moved** by Commissioner Smith, seconded by Commissioner Mason to appoint David Gray to the Gunnison Valley Hospital Board of Trustees. Motion carried unanimously.

APPOINTMENTS; COLORADO RIVER DISTRICT BOARD OF DIRECTORS: Commissioner Houck removed himself from consideration since he felt that the Board had two very qualified applicants from which to select. Commissioner Smith and Commissioner Mason agreed that the other two applicants were highly qualified and capable. After lengthy discussion, the Board came to agreement. **Moved** by Commissioner Mason, seconded by Commissioner Smith to appoint Kathleen Curry to the Colorado River District seat. Commissioner Houck noted his reservations about potential conflict of interest for Ms. Curry, but he stated his trust that she will be able to do the job. Motion carried unanimously.

CONSENT AGENDA: Item #5 was pulled for separate consideration, because the insurance language needed to be updated. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the consent agenda, with the exception of Item #5 which will be discussed separately. Motion carried unanimously.

1. Contractor Agreement; Dr. John Tarr; Professional Services Regarding Health and Human services; 1/1/21 thru 12/31/21; \$1,200
2. Alcohol Beverage License #26-36342-0000; Almont Resort, Inc., dba Almont Resort; 2/6/2021 thru 2/6/2022
3. Ratification of Correspondence; Community Assistance Funds Adjacent to the National Forests and Grasslands; Support for the Wilder-Highlands Mountain Pine Beetle Response Project Proposal Submitted by the National Forest Foundation
4. Ratification of County Manager Signature; Memorandum of Understanding Regarding Review of County Projects within City Limits
5. **(MOVED, see below)** Agreement for Consulting Services; Gunnison Conservation District; 1/1/21 thru 12/31/21; Up to \$12,000
6. Gunnison-Crested Butte Regional Airport Lease Agreement; Ramon Ray, dba Ray Trucking and Backhoe; 11/1/20 thru 10/31/21; \$16,148.40

7. State of Colorado, Department of Public Health and Environment; COVID-19 Funding; Order #PO,FHJA,20210006292; 11/1/20 thru 6/30/22; \$80,488
8. Grant Application; National Association of County and City Health Officials; Building Workforce Capacity of Rural/Frontier Local Health Departments to Respond to COVID-19

CONSENT AGENDA ITEM #5: County Manager Birnie asked that the Board take action on this item with the condition that the insurance is updated. **Moved** by Commissioner Houck, seconded by Commissioner Mason to approve the Consulting Services Agreement with the Gunnison Conservation District, with updated insurance language that needs to be approved by the Attorney's Office and then, once that's done, authorize the signature of the manager. Motion carried unanimously.

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

1. Approval of 2021 Board of County Commissioners Regular Meeting and Work Session Schedule. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the 2021 regular meeting and work session meeting schedule. Motion carried unanimously.
2. 2021 Board of County Commissioners Meeting Agenda Posting Locations. **Moved** by Commissioner Houck, seconded by Commissioner Smith that, for the year 2021, the Board of County Commissioners meeting agenda legal posting requirement will be met electronically online on the Gunnison County website, but it will also be noted that we will continue to place a physical copy of agendas and notices on the board directly outside of the Board of County Commissioners meeting room. Motion carried unanimously.

COUNTY MANAGER'S REPORTS:

1. Shady Island Project. This project is progressing, and the park will be usable for the coming spring boating season with limited amenities.
2. Airport Terminal and Library Projects. CM Birnie informed the Board that these two projects are moving along as expected.

STATE PARK FACILITY DISCUSSION: Commissioner Houck noted that the previous BOCC discussed this concept, which is exploratory in nature, and that the Sustainable Tourism and Outdoor Recreation Committee is generally supportive. Colorado Parks and Wildlife is looking for big-picture ideas. The Board expressed support, and noted that big game, winter/summer habitats for species, sage grouse and other issues will need to be considered. **Moved** by Commissioner Houck, seconded by Commissioner Smith that the Board of County Commissioners support the initial look at the State Park concept under the construct that's been developed by Colorado Parks and Wildlife and to express our interest in looking at the resources co-owned by the County and the State and explore opportunities for whether or not a State Park opportunity is a good fit and, in turn, I would be authoring a letter of support on behalf of the Board in that initial application process to the State. Motion carried unanimously.

GUNNISON COUNTY ASSESSOR REQUEST FOR USE OF THE ALTERNATE PROTEST PERIOD FOR 2021: County Attorney Matt Hoyt confirmed that the Board has the authority for this discretion, according to State law, and approving the County Assessor's request would require a formal motion. If approved by the Board, notice would be provided to the Board of Assessment Appeals and the District Court. County Manager Birnie noted that the County has used this alternate protest period for the past few years, and it has resulted in more flexibility in staff schedules and workload. **Moved** by Commissioner Smith, seconded by Commissioner Mason to use the alternate protest period for 2021, as presented. Motion carried unanimously.

UNSCHEDULED CITIZENS: There were no Unscheduled Citizens present for discussion.

POTENTIAL EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402(4)(B): CONFERENCE WITH COUNTY ATTORNEY MATTHEW HOYT, COUNTY MANAGER MATTHEW BIRNIE AND DEPUTY COUNTY ATTORNEY EMILEE SONG GAEBLER FOR PURPOSES OF RECEIVING LEGAL ADVICE AND COUNSEL REGARDING CENTER FOR BIOLOGICAL DIVERSITY ET AL. V. U.S. DEPT. OF INT., ET AL., U.S. DIST. CT. CAUSE NO. 20-3580 (D. COLO. DEC. 7, 2020) AND RELATED LITIGATION MATTERS AND ISSUES: **Moved** by Commissioner Houck, seconded by Commissioner Mason to go into executive session pursuant to C.R.S. 24-6-402(4)(b), with County Attorney Matthew Hoyt, County Manager Matthew Birnie, Deputy County Attorney Emilee Song Gaebler and Community & Economic Development Department Director Cathie Pagano and the Board of County Commissioners for purposes of receiving legal advice and counsel regarding center for biological diversity and others versus the U.S. Department of the Interior and others, US District case number 20-3580 and related litigation matters and issues. No contemporaneous record would be kept. Motion carried unanimously.

The board went into executive session at 9:48 am. Executive sessions of the Board of County Commissioners are conducted as per C.R.S. 24-6-402(4). This specific session was conducted as per C.R.S. 24-6-402(4)(b).

Attorney Statement Regarding Executive Session

Pursuant to C.R.S. 24-6-402(4)(b), I attest that I am the Gunnison County Attorney, that I represent the Gunnison County Board of County Commissioners, that I attended all of the above referenced executive

session, that all of the executive session was confined to the topic authorized for discussion pursuant to C.R.S. 24-6-402(4)(b) and that, because in my opinion all of the discussion during the executive session constituted a privileged attorney-client communication, no record of the executive session was required to be kept and no such record was kept.

Date: _____

 Matthew Hoyt
 Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____

 Jonathan Houck, Chairperson
 Gunnison County Board of Commissioners

The Board came out of executive session at 11:08 am. Commissioner Houck confirmed that the discussion remained on-topic, that all parties stated to be in attendance were, in fact, in attendance and that no decisions were made. Commissioner Houck noted that litigation has the potential for significant consequences to our community, and he requested that the County Attorney's Office evaluate next steps and determine the County's place in this matter.

COMMISSIONER ITEMS:

Commissioner Mason:

1. Air Command. Commissioner Mason attended a recent meeting, during which he learned of a 42-hour natural gas outage in the Aspen area. A line had purposely been cut, leaving 3,500 homes without heat at time when temperatures dipped below zero degrees. It is being called an act of domestic terrorism. Also, the airport has been doing well compared to other airports, as the numbers increased in November, and continued in December and January.
2. RV Dump Station. On 1/5/2021, Commissioner Mason participated in a discussion about the RV dump station next to the sewer plant in Crested Butte. Housing has been constructed in that area, and there can be 15-20 RVs lined up at any given time waiting to use the service. Initial conversations have been had about the future of this service.
3. Rural Transportation Authority. During a recent meeting, members discussed applying for a grant, which would require a 50/50 match equating to an investment of approximately \$400-500k, to start summer service out of Dallas/Ft. Worth. The County would be the applicant, and the grant application is due on 1/26/2021. Additionally, there are three lots owned by the RTA and Mountain Express in Crested Butte, and CDOT recent approved a \$1.7M grant to construct a six-bay storage facility on the lots to store RTA busses and Outrider busses.
4. Senator Michael Bennet. Commissioner Mason and other elected officials from around the state participated on a call with the Senator on 1/8/21 to discuss the Paycheck Protection Program and the potential for another stimulus package. He felt it was good to hear from other communities and business owners about their struggles.

Commissioner Smith:

1. Senator Michael Bennet. Commissioner Smith also participated on the 1/8/2021 call, and she expressed the same observations as Commissioner Mason did above.
2. Rural Transportation Authority. Commissioner Smith noted that the six-bay facility discussed by Commissioner Mason above would not require a match from the County as CDOT considers the land to be the County's match.
3. Early Childhood Education and Affordable Childcare. Commissioner Smith stated that she has been sitting in on meetings to discuss related issues. Some modeling predicts that the valley will reach a crisis point due to issues such as insufficient workforce pay.
4. Food Pantry. Commissioner Smith has remained in touch with the Pantry to work on counteracting the repercussions from COVID-19 and to discuss future demand increases.
5. Colorado Counties, Inc. Commissioner Smith participated in a recent session. Legislation has been proposed to distance BOCCs with Boards of Health, and the vast majority of counties expressed concern with that proposed legislation as most want to maintain the strong connection between BOCCs and BOHs.
6. North Fork Methane Capture. Commissioner Smith stated her willingness to reinvigorate these conversations. County Manager Birnie agreed to reach out to the working group to get a status update. Commissioner Houck felt that a related BOCC work session should, perhaps, be scheduled in the near future, to serve as a refresher on all related issues. County Attorney Matthew Hoyt felt that a discussion, either at the staff level or the Board level, related to Mt. Emmons, specifically, might be beneficial.

Commissioner Houck:

1. Coordination of Meetings and Focus Areas. Commissioner Houck stated that the commissioners should work to divide these types of duties so that every commissioner doesn't have to attend every meeting.
2. Southwest Commissioner Group. Commissioner Houck is working with this group, which recently held discussions related to adequate vaccine supplies considering second homeowners, students, etc. The group feels that the State should acknowledge communities like ours that may need more vaccines than may be supported by the census data.
3. Hartman Rocks User Group. Commissioner Houck attended a recent meeting. Discussions included information about the County plowing up to the new parking lot, and the fact that the partnership with BLM has worked very well.
4. COVID-19 Vaccine Messaging. Commissioner Houck opined that the County should start working on COVID-19 messaging to provide a collective leadership voice.
5. Colorado River Roundtable. Commissioner Houck stated that the Board will be appointing a representative to the Roundtable in the near future.

ADJOURN: Moved by Commissioner Houck, seconded by Commissioner Smith to adjourn the meeting. Motion carried unanimously. The meeting adjourned at 11:40 am.

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

CALL TO ORDER: Commissioner Houck called the Gunnison County Liquor Licensing Authority to order at 11:40 am.

ALCOHOL BEVERAGE LICENSE #26-36342-0000; ALMONT RESORT, INC., DBA ALMONT RESORT; 2/6/2021 THRU 2/6/2022: CM Birnie noted that the Colorado Department of Revenue does not have specific guidance about how these types of applications should be approved. County Clerk and Recorder Kathy Simillion has been inquiring, and she found that these approvals are approached inconsistently throughout the state. CM Birnie recommended that, in the future, these applications be acted on by the Local Liquor Licensing Authority. County Attorney Matthew Hoyt agreed with this approach, and noted that it is recommended by CTSI. Moved by Commissioner Houck, seconded by Commissioner Smith to approve the Alcohol Beverage License for the Almont Resort, as provided in the packet. Motion carried unanimously.

ADJOURN: Moved by Commissioner Mason, seconded by Commissioner Houck to adjourn the Gunnison County Liquor Licensing Authority meeting. Motion carried unanimously. The meeting adjourned at 11:43 am.

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson

Liz Smith, Commissioner

Minutes Prepared By:

Katherine Haase, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment #1: To Plan Document Dated September 1,

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County, Colorado Employee Medical Benefit Plan

Term Begins: 01/01/2021

Term Ends:

Grant Contract #:

Summary:

Amendment #1 to the Gunnison County, Colorado Employee Medical Benefit Plan, a self-funded Employee Welfare Benefit Plan.

Fiscal Impact:

Submitted by: Cheryl Seling

Submitter's Email Address: cseling@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 3/1/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 2/23/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/5/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/16/2021

Thank you,

Alisha Angleman

Account Manager

972.744.2424 Direct Line

214.601.3911 Mobile

972.808.3138 Direct Fax



GPA

12770 Merit Drive, Suite 200

Park Central 8

Dallas, Texas 75251

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The Dallas Morning News

PLEASE NOTE

To enhance HIPAA compliance, all information transmitted by Group & Pension Administrators, LLC dba GPA is encrypted to safeguard Protected Health Information (PHI). To receive and reply to the secure messages, you must register for a password @ <https://web1.zixmail.net/s/login?b=gpatpa>.

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AMENDMENT #1

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

GUNNISON COUNTY, COLORADO EMPLOYEE MEDICAL BENEFIT PLAN COST PLUS PLAN

The following changes to the Plan Document are effective January 1, 2021:

1. General Information and Purpose, page 4, is deleted in its entirety and replaced with the attached revised page 4.
2. Introduction, pages 5, 6, and 7, are deleted in their entirety and replaced with the attached revised pages 5, 6, 7 and 7a.
3. Schedule of Benefits—Traditional Plan, pages 19, 20, 25 and 27 are deleted in their entirety and replaced with the attached revised pages 19, 19a, 20, 25, 25a and 27.
4. Schedule of Benefits---High Deductible Health Plan, pages 29, 30, 34 and 36 are deleted in their entirety and replaced with the attached revised pages 29, 29a, 30, 34, 34a and 36.
5. Case Management, page 45, is deleted in its entirety and replaced with the attached revised page 45 and 45a.
6. Comprehensive Medical Benefits, page 49, is deleted in its entirety and replaced with the attached revised page 49 and 49a.
7. Major Medical Expense Benefits, Autism Spectrum Disorder, page 52, is deleted and replaced as follows:

Autism Spectrum Disorder. The charges for treatment of Autism Spectrum Disorder provided to a Dependent Child. Treatment includes all generally recognized services prescribed in relation to Autism Spectrum Disorder by the patient's primary care Physician. "Generally recognized services" may include services such as evaluation and assessment, Applied Behavior Analysis (ABA) Therapy, behavior training and management, Speech Therapy, Occupational Therapy, Physical Therapy and medications or nutritional supplements used to address symptoms of Autism Spectrum Disorder.
8. Major Medical Plan Exclusions and Limitations, Education, page 61, is deleted and replaced as follows:

Education. Charges for education or training of any type including those for learning disabilities, except diabetic self-management medical training for diagnosed cases of diabetes and Applied Behavior Analysis (ABA) Therapy and/or behavior training for treatment of Autism Spectrum Disorder.
9. Claim Review and Audit Program, pages 74 and 75, are deleted in their entirety and replaced with the attached revised pages 74 and 75.
10. Procedures for Claims and Appeals, pages 80 and 81, are deleted in their entirety and replaced with the attached revised pages 80 and 81.

11. Definitions, Direct Agreement, page 114, is deleted and replaced as follows:

Direct Agreement: A complete agreement between a Directly Contracted Provider and ELAP or the Plan Sponsor which contains the terms and conditions under which the Covered Person may access discounted fees and/or negotiated or scheduled reimbursement rates which the Plan adopts as Allowable Claims Limits for Claims submitted by directly contracted Providers.

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

Directly Contracted Provider: A medical Provider which has entered into a Direct Agreement with ELAP or the Plan Sponsor to provide certain medical services to Covered Persons at agreed upon Allowable Claim Limits.

13. Definitions, the following new definition is added to the Plan Document as follows:

Applied Behavior Analysis (ABA) Therapy: Applied Behavior Analysis (ABA) Therapy is a scientific approach that applies the understanding of how behavior works to real situations with the goal of increasing behaviors that are helpful, and decreasing behaviors that are harmful or that affect learning. ABA Therapy involves many techniques for understanding and changing behavior. ABA Therapy programs can help to increase language and communication skills; improve attention, social skills, and academics; and decrease problem behaviors.

In all other respects, the Plan Document remains unchanged.

Acknowledged by:

Gunnison County, Colorado:

By: _____

Printed Name: _____

Title: _____

Date: _____

Claims Administrator

Group & Pension Administrators, LLC dba GPA
Park Central 8
12770 Merit Drive, Suite 200
Dallas, Texas 75251
972-238-7900 ♦ 800-827-7223

The Plan Administrator has retained the services of the Claims Administrator to administer Claims under the Plan.

Utilization Review

GPA's HealthWatch Department
Group & Pension Administrators, LLC dba GPA
Park Central 8
12770 Merit Drive, Suite 200
Dallas, Texas 75251
972-744-2486 ♦ 866-206-3224

Plan Year

The twelve (12) month period beginning January 1 and ending December 31 of each Calendar Year

Employer Tax ID Number

84-6000770

GPA Group Number

H880141

Legal Entity; Service of Process

The Plan is a legal entity. Legal notice may be filed with, and legal process served upon, the Plan Administrator.

INTRODUCTION

Gunnison County, Colorado, hereafter referred to as "Employer" hereby amends and restates the Gunnison County, Colorado Employee Medical Benefit Plan, a self-funded Employee Welfare Benefit Plan, hereafter referred to as the "Plan." The Plan's benefits and administration expenses are paid directly from the Employer's general assets, and the rights and privileges of which shall pertain to Employees and their Dependents with respect to such Plan. The Plan is not insured. Contributions received from Covered Persons are used to cover Plan costs and are expended immediately. As such, when applicable, Federal law and jurisdiction preempt State law and jurisdiction.

PLAN ADMINISTRATOR AND ELAP

The Plan is administered by the Plan Administrator. An individual or entity may be appointed by the Plan Sponsor to be Plan Administrator and serve at the convenience of the Plan Sponsor. If the Plan Administrator resigns, dies, is otherwise unable to perform, is dissolved, or is removed from the position, the Plan Sponsor shall appoint a new Plan Administrator as soon as reasonably possible.

Notwithstanding any provisions of this Plan Document and Summary Plan Description to the contrary, the Plan Sponsor has the authority to, and hereby does, allocate certain Fiduciary responsibility to ELAP Services LLC ("*ELAP*"). The Fiduciary responsibility allocated to ELAP is limited to discretionary authority and decision-making authority with respect to any appeals of denied Claims, which shall be referred to ELAP by the Plan Administrator (the "Referred Appeals"). The Plan Sponsor has allocated additional Fiduciary responsibility to ELAP, limited to discretionary authority and decision-making authority with respect to the review and audit of certain Claims in accordance with the applicable Plan provisions under the section, "Claim Review and Audit Program". Such Claims selected as eligible for review and audit shall be identified by ELAP under guidelines to which the Plan Sponsor has agreed, and shall be referred to ELAP by the Plan Administrator. ELAP shall have no authority, responsibility or liability other than with respect to the Referred Appeals and its duties under the Claim Review and Audit Program.

The Plan Administrator shall establish the policies, practices and procedures of this Plan. The Plan Administrator and ELAP shall administer this Plan in accordance with its terms. It is the express intent of this Plan that the Plan Administrator and ELAP shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make determinations regarding issues which relate to eligibility for benefits (including the determination of which services, supplies, care and treatment are Experimental/Investigational), to decide disputes which may arise relative to a Covered Person's rights, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of the Plan Administrator and/or ELAP as to the facts related to any Claim for benefits and the meaning and intent of any provision of the Plan, or its application to any Claim, shall receive the maximum deference provided by law and will be final and binding on all interested parties. Benefits under this Plan will be paid only if the Plan Administrator or ELAP decides, in its discretion, that the Covered Person is entitled to them.

DUTIES OF THE PLAN ADMINISTRATOR

The duties of the Plan Administrator include the following:

1. To administer the Plan in accordance with its terms;
2. To determine all questions of eligibility, status and coverage under the Plan;
3. To interpret the Plan, including the authority to construe possible ambiguities, inconsistencies, omissions and disputed terms;
4. To make factual findings;
5. To decide disputes which may arise relative to a Plan Participant's rights;
6. To prescribe procedures for filing a Claim for benefits, to review Claim denials and appeals relating to them and to uphold or reverse such denials;

7. To keep and maintain the Plan documents and all other records pertaining to the Plan;
8. To appoint and supervise a third party administrator to pay Claims;
9. To perform all necessary reporting as required by applicable law;
10. To ensure that the Plan is administered in accordance with applicable law;
11. To establish and communicate procedures to determine whether a Medical Child Support Order or national medical support notice is a QMCSO;
12. To delegate to any person or entity such powers, duties and responsibilities as it deems appropriate; and
13. To perform each and every function necessary for or related to the Plan's administration.

DUTIES OF ELAP

ELAP shall have the following duties with respect to the Referred Appeals and the Claim Review and Audit Program:

1. To administer the Plan in accordance with its terms;
2. To determine all questions of eligibility, status and coverage under the Plan;
3. To interpret the Plan, including the authority to construe possible ambiguities, inconsistencies, omissions and disputed terms;
4. To make factual findings;
5. To decide disputes which may arise relative to benefits payable under the Plan and negotiating settlements, if appropriate;
6. To review Referred Appeals and to uphold or reverse any denials;
7. To keep and maintain records pertaining to the Referred Appeals;
8. To perform the duties in conjunction with the provisions of the Claim Review and Audit Program; and
9. To keep and maintain records pertaining to the Claim Review and Audit Program.

The duties of ELAP shall be limited to those set forth above.

PHYSICIAN-PATIENT RELATIONSHIP

The Plan is not intended to disturb the Physician-Patient relationship. Physicians and other healthcare Providers are not agents or delegates of the Plan Sponsor, Plan Administrator, Employer or Claims Administrator. The delivery of medical and other healthcare services on behalf of any Covered Person remains the sole prerogative and responsibility of the attending Physician or other healthcare Provider.

FREE CHOICE OF HOSPITAL AND PHYSICIAN

Nothing contained in this Plan shall in any way or manner restrict or interfere with the right of any person entitled to benefits hereunder to select a Hospital or to make a free choice of the attending Physician or professional Provider. However, benefits will be paid in accordance with the provisions of this Plan, and the Covered Person may have higher out-of-pocket expenses if the Covered Person uses the services of a Non-Preferred Provider Physician.

PREFERRED PROVIDER INFORMATION

The Preferred Provider Network (PPO) includes Physicians and other professional Providers who have contracted with the medical Provider Networks. For Physicians and all other professional Providers of service, this Plan contains provisions under which a Plan Participant may receive more benefits by using certain Providers. There is a section in the Schedule of Benefits which describes the benefits for PPO Providers (Level II). PPO Providers are individuals and entities that have contracted with the Plan to provide services to Plan Participants at pre-negotiated rates. A list of these Preferred Providers can be accessed on the PPO website free of charge. In addition, a Plan Participant may request a Preferred Provider list by contacting the Plan Administrator. The Preferred Provider list changes frequently; therefore, it is

recommended that a Plan Participant verify with the Provider that the Provider is still a Preferred Provider before receiving services.

The Preferred Provider Network (PPO) does **not** include services and supplies provided by Facilities such as Hospital Facilities, Ambulatory Surgery Center Facilities and dialysis clinics or Facilities. You may contact the Claims Administrator or the Plan Administrator with any questions regarding which Facilities may be included under the Claim Review and Audit Program, and which may be included under the PPO Network agreement.

For all Facility Providers and those Physicians and professional Providers not participating in the PPO, the Plan will identify the Reasonable cost for the services and supplies through its Claim Review and Audit Program. There is a section in this Summary Plan Description that fully describes the Claim Review and Audit Program. The benefits for Facility Providers are described in the Schedule of Benefits under Level I and the benefits for those Physicians and professional Providers not participating in the PPO (Non-PPO) are described in Level II.

This plan may use Allowable Claim Limits to determine Covered Charges in lieu of a PPO discount.

EFFECTIVE DATE

Effective Date of the Plan: **September 1, 2017**; Amended and restated effective: **January 1, 2020**

CLAIMS ADMINISTRATOR

The Claims Administrator of the Plan is shown in the General Information and Purpose section.

NAMED FIDUCIARY

The named Fiduciary to the Plan is **Gunnison County, Colorado**, who, as Plan Administrator, shall have the authority to control and manage the operation and administration of the Plan. The Employer may delegate responsibilities for the operation and administration of the Plan. The Employer or Board of Directors of the Employer, if applicable, shall have the authority to amend or terminate the Plan, to determine its policies, to appoint and remove service Providers, adjust their compensation (if any), and exercise general administrative authority over them. The Employer has the sole authority and responsibility to review and make final decisions on all Claims to benefits hereunder.

CONTRIBUTIONS TO THE PLAN

Contributions to the Plan are to be made on the following basis:

The Employer shall from time to time evaluate the costs of the Plan and determine the amount to be contributed by the Employer and the amount to be contributed by each Covered Employee.

Notwithstanding any other provision of the Plan, the Employer's obligation to pay Claims otherwise allowable under the terms of the Plan shall be limited to its obligation to make contributions to the Plan as set forth in the preceding paragraph. Payment of said Claims in accordance with these procedures shall discharge completely the Employer's obligation with respect to such payments.

In the event that the Employer, if applicable, terminates the Plan, then as of the effective date of termination, the Employer and Covered Employees shall have no further obligation to make additional contributions to the Plan and the Plan shall have no obligation to pay Claims incurred after the termination date of the Plan.

CLAIMS PROCEDURE

the Plan Administrator shall provide adequate notice in writing to any covered Plan Participant whose Claim for benefits under this Plan has been denied, setting forth the specific reasons for such denial and written in a manner calculated to be understood by the Plan Participant. Further, the Plan Administrator shall afford a reasonable opportunity to any Plan Participant, whose Claim for benefits has been denied, for a fair review of the decision denying the Claim by the person designated by the Plan Administrator for that purpose.

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

LEVEL I BENEFITS – Payment Levels and Limits:

This section applies to covered services rendered by Hospitals and other Facilities shown in the preceding Level I Providers list and to charges for services rendered by Providers billing “as a Facility.” The benefits shown apply to all such covered, licensed, accredited Providers of service **without regard to participation in a Preferred Provider Organization (PPO) network.**

Coordination of Care Requirements		
Coordination of Care required for the following services:	See Coordination of Care section for additional information.	
<ul style="list-style-type: none"> • Inpatient Hospital/Facility Admissions • Inpatient Hospice • Home Health Care • Other Specified Level I and Level II Services 		
Utilization Review (UR) Notification Requirements		
Utilization Review required for:	Non-compliance Penalties:	
<ul style="list-style-type: none"> • Drugs in the Self-injectable, Physician Administered and Infusion Drug Specialty Program (https://www.gpatpa.com/docs/list.pdf) Physician Administered or Infusion Therapy Drugs Not in Program 	Drugs in Program: 50% reduction in benefits (for failure to enroll in Program and/or notify UR) Drugs Not in Program: \$250 (for failure to notify UR)	
	See Self-injectable, Physician Administered and Infusion Drug Specialty Program in Comprehensive Medical Benefits section for more information.	
Benefit Percentage For:	Level I Benefit	Maximum Benefits, Limits & Provisions
Gunnison Valley Health Systems Inpatient / Outpatient Services		
Gunnison Valley Health Systems Inpatient / Outpatient Services	80% of negotiated rate Deductible applies	
Hospital/Facility Inpatient Services		
Inpatient Hospital Services	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Maternity Inpatient Hospital Services	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Routine Newborn Care Inpatient Hospital Services (to date of mother's discharge)	80% of Allowable Claim Limits for nursery Room and Board/ancillary charges Deductible applies	
Skilled Nursing Facility	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Limited to 120 days per Calendar Year. Contact Utilization Review for Coordination of Care.
Rehabilitation Facility	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Mental Disorders/Chemical Dependency, Drug and Substance Abuse Inpatient Hospital Services/ Residential Treatment Center	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.

Emergency Room (Hospital Emergency Room Services/ Free-standing Emergency Room Facility Services)		
Emergency Room	80% of Allowable Claim Limits Deductible applies	If admitted Inpatient, contact Utilization Review for Coordination of Care.
Hospital/Facility Outpatient Diagnostic/Preventive Screening Services		
Select Diagnostic Medical Procedures (MRI, CT scan, etc.; see list in Comprehensive Medical Benefits section)	80% of Allowable Claim Limits Deductible applies	
All Other Diagnostic Lab and X-ray	80% of Allowable Claim Limits Deductible applies	

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level I Benefit	Maximum Benefits, Limits & Provisions
Hospital/Facility Outpatient Diagnostic/Preventive Screening Services		
Routine Bone Density Test, Other Routine Diagnostic Lab and X-ray	100% of Allowable Claim Limits Deductible waived	Age and/or frequency limitations may apply.
Annual Mammogram (Routine screening)	100% of Allowable Claim Limits Deductible waived	
Additional Mammogram (Diagnostic)	80% of Allowable Claim Limits Deductible applies	
Colonoscopy (including polyp removal) (Routine or Diagnostic)	100% of Allowable Claim Limits Deductible waived	Benefit applies beginning at age 50 or Family history of colon cancer with or without diagnosis.
Women's Elective Sterilization Procedures		
All Covered Expenses	100% of Allowable Claim Limits Deductible waived	All FDA approved
Outpatient Surgery/Ambulatory Surgery Centers Covered Services and Supplies		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	
Outpatient Psychiatric Day Treatment Facility and Outpatient Chemical Dependency Drug Treatment Facility		
Day Treatment Facility/ Psychological Testing/ Outpatient Therapy (including group therapy)	80% of Allowable Claim Limits Deductible applies	
Physical, Occupational and Speech Therapy Services		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	Limited to 60 visits per therapy per Calendar Year.
Cardiac Rehabilitation		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	
Chemotherapy, Radiation Therapy, Dialysis Facilities Covered Services and Supplies		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care.
Infusion Therapy Covered Services and Supplies		
Drugs in the Self-Injectable Physician Administered and Infusion Drug Specialty Program (https://www.qpatpa.com/docs/list.pdf)	80% of Allowable Claim Limits Deductible applies	UR Notification required for Drugs in Program. 50% benefit reduction penalty applies for failure to enroll and/or notify UR. See Self-injectable, Physician Administered and Infusion Drug Specialty Program in Utilization Review (UR) Program section.
Other Drugs Not in Program (UR Notification required or Plan's standard UR penalty applies.)	80% of Allowable Claim Limits Deductible applies	
Diabetic Self-Management Training		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	
Hospice		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care for Inpatient and Homebound Hospice.

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Other Covered Services			
*Therapy Services <ul style="list-style-type: none"> • Physical • Occupational • Speech 	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Limited to 60 visits per therapy per Calendar Year.
*Cardiac Rehabilitation	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
*Chemotherapy/ Radiation Therapy/ Dialysis	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care.
*Infusion Therapy Drugs in the Self- Injectable Physician Administered and Infusion Drug Specialty Program (https://www.gpatpa.com/ docs/list.pdf) Other Drugs Not in Program (UR Notification required or Plan's standard UR penalty applies.)	80% of PPO rate Deductible applies 80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies 80% of Allowable Claim Limits Deductible applies	UR Notification required for Drugs in Program. 50% benefit reduction penalty applies for failure to enroll and/or notify UR. See Self- injectable, Physician Administered and Infusion Drug Specialty Program in Utilization Review (UR) Program section.
*Durable Medical Equipment	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
*Orthotic Devices	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
*Prosthetics	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Hearing Exams / Hearing Aids	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Hearing aids are limited to \$4,500 Calendar Year Maximum Benefit every five (5) years. Maximum Benefit does not apply to initial purchase of hearing aid/device if Medically Necessary due to Illness, Accidental Injury, Congenital Anomaly or Surgical Procedure.

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Other Covered Services			
*Home Health Care Services	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Limited to 120 visits per Calendar Year. Contact Utilization Review for Coordination of Care.
*Home Infusion Therapy Drugs in the Self-Injectable, Physician Administered and Infusion Drug Specialty Program (https://www.gpatpa.com/docs/list.pdf) UR Notification required. 50% benefit reduction penalty applies for failure to enroll and/or notify UR. See Self-injectable, Physician Administered and Infusion Drug Specialty Program in Utilization Review (UR) Program section.	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	UR Notification required for Drugs in Program. 50% benefit reduction penalty applies for failure to enroll and/or notify UR. See Self-injectable, Physician Administered and Infusion Drug Specialty Program in Utilization Review (UR) Program section.
Other Drugs Not in Program UR Notification required or Plan's standard UR penalty applies	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

LEVEL I BENEFITS – Payment Levels and Limits:

This section applies to covered services rendered by Hospitals and other Facilities shown in the preceding Level I Providers list and to charges for services rendered by Providers billing “as a Facility.” The benefits shown apply to all such covered, licensed, accredited Providers of service **without regard to participation in a Preferred Provider Organization (PPO) network.**

Coordination of Care Requirements		
Coordination of Care required for the following services:	See Coordination of Care section for additional information.	
<ul style="list-style-type: none"> • Inpatient Hospital/Facility Admissions • Inpatient Hospice • Home Health Care • Other Specified Level I and Level II Services 		
Utilization Review (UR) Notification Requirements		
Utilization Review required for:	Non-compliance Penalties:	
<ul style="list-style-type: none"> • Drugs in the Self-injectable, Physician Administered and Infusion Drug Specialty Program (https://www.gpatpa.com/docs/list.pdf) Physician Administered or Infusion Therapy Drugs Not in Program 	Drugs in Program: 50% reduction in benefits (for failure to enroll in Program and/or notify UR) Drugs Not in Program: \$250 (for failure to notify UR)	
	See Self-injectable, Physician Administered and Infusion Drug Specialty Program in Comprehensive Medical Benefits section for more information.	
Benefit Percentage For:	Level I Benefit	Maximum Benefits, Limits & Provisions
Gunnison Valley Health Systems Inpatient / Outpatient Services		
Gunnison Valley Health Systems Inpatient / Outpatient Services	100% of negotiated rate Deductible applies	
Hospital/Facility Inpatient Services		
Inpatient Hospital Services	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Maternity Inpatient Hospital Services	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Routine Newborn Care Inpatient Hospital Services (to date of mother's discharge)	100% of Allowable Claim Limits for nursery Room and Board/ancillary charges Deductible applies	
Skilled Nursing Facility	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Limited to 120 days per Calendar Year. Contact Utilization Review for Coordination of Care.
Rehabilitation Facility	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Mental Disorders/Chemical Dependency, Drug and Substance Abuse Inpatient Hospital Services/ Residential Treatment Center	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.

Emergency Room (Hospital Emergency Room Services/ Free-standing Emergency Room Facility Services)		
Emergency Room	100% of Allowable Claim Limits Deductible applies	If admitted Inpatient, contact Utilization Review for Coordination of Care.
Hospital/Facility Outpatient Diagnostic/Preventive Screening Services		
Select Diagnostic Medical Procedures (MRI, CT scan, etc.; see list in Comprehensive Medical Benefits section)	100% of Allowable Claim Limits Deductible applies	
All Other Diagnostic Lab and X-ray	100% of Allowable Claim Limits Deductible applies	

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Benefit Percentage For:	Level I Benefit	Maximum Benefits, Limits & Provisions
Hospital/Facility Outpatient Diagnostic/Preventive Screening Services		
Routine Bone Density Test, Other Routine Diagnostic Lab and X-ray	100% of Allowable Claim Limits Deductible waived	Age and/or frequency limitations may apply.
Annual Mammogram (Routine screening)	100% of Allowable Claim Limits Deductible waived	
Additional Mammogram (Diagnostic)	100% of Allowable Claim Limits Deductible applies	
Colonoscopy (including polyp removal) (Routine or Diagnostic)	100% of Allowable Claim Limits Deductible waived	Benefit applies beginning at age 50 or Family history of colon cancer with or without diagnosis.
Women's Elective Sterilization Procedures		
All Covered Expenses	100% of Allowable Claim Limits Deductible waived	All FDA approved
Outpatient Surgery/Ambulatory Surgery Centers Covered Services and Supplies		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	
Outpatient Psychiatric Day Treatment Facility and Outpatient Chemical Dependency Drug Treatment Facility		
Day Treatment Facility/ Psychological Testing/ Outpatient Therapy (including group therapy)	100% of Allowable Claim Limits Deductible applies	
Physical, Occupational and Speech Therapy Services		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	Limited to 60 visits per therapy per Calendar Year.
Cardiac Rehabilitation		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	
Chemotherapy, Radiation Therapy, Dialysis Facilities Covered Services and Supplies		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care.
Infusion Therapy Covered Services and Supplies		
Drugs in the Self-Injectable Physician Administered and Infusion Drug Specialty Program (https://www.gpatpa.com/docs/list.pdf)	100% of Allowable Claim Limits Deductible applies	UR Notification required for Drugs in Program. 50% benefit reduction penalty applies for failure to enroll and/or notify UR. See Self-injectable, Physician Administered and Infusion Drug Specialty Program in Utilization Review (UR) Program section.
Other Drugs Not in Program (UR Notification required or Plan's standard UR penalty applies.)	100% of Allowable Claim Limits Deductible applies	
Diabetic Self-Management Training		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	
Hospice		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care for Inpatient and Homebound Hospice.

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Other Covered Services			
*Home Health Care Services	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Limited to 120 visits per Calendar Year. Contact Utilization Review for Coordination of Care.
*Home Infusion Therapy Drugs in the Self- Injectable, Physician Administered and Infusion Drug Specialty Program (https://www.gpatpa.com/docs/list.pdf) UR Notification required. 50% benefit reduction penalty applies for failure to enroll and/or notify UR. See Self-injectable, Physician Administered and Infusion Drug Specialty Program in Utilization Review (UR) Program section.	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	UR Notification required for Drugs in Program. 50% benefit reduction penalty applies for failure to enroll and/or notify UR. See Self- injectable, Physician Administered and Infusion Drug Specialty Program in Utilization Review (UR) Program section.
Other Drugs Not in Program UR Notification required or Plan's standard UR penalty applies	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	

COORDINATION OF CARE

Coordination of Care may be indicated for medical treatment that is Medically Necessary and not Experimental. Coordination of Care is provided by a Registered Nurse (RN) to assist the Plan Participant with coordination of medical care, prevent duplicate diagnostic testing and/or treatment, and identify and refer patients with diagnoses that would benefit from further Plan programs such as Case Management, Disease Management and/or Maternity Support.

COORDINATION OF CARE REQUIREMENTS

Contact GPA's HealthWatch department for Coordination of Care prior to receiving the following services:

- **Inpatient Hospital/Facility admissions (including admissions for Mental Disorders, Chemical Dependency, Drug and Substance Abuse);**
- **Inpatient and Home Hospice;**
- **Maternity;**
- **Radiation therapy, chemotherapy, dialysis or infusion therapy;**
- **Home Health Care;**
- **Transplant evaluation.**

CASE MANAGEMENT

During the Utilization Review process, catastrophic cases such as transplants, burns, spinal cord Injuries, cancer and other large cases will be identified and Case Management may be initiated. Case Management is provided by Nurses with specialized training and/or advanced national certification. The Nurse may monitor the medical care, consult with the Physicians, coordinate with the health care Providers and Facilities, and communicate with the patient and Family to promote receipt of appropriate, cost effective care to expedite the recovery process.

When Out-of-Network fees are negotiated by Case Management and/or Utilization Review on behalf of the Plan, Out-of-Network Covered Charges may be considered at the PPO Benefit level.

SELF-INJECTABLE, PHYSICIAN ADMINISTERED AND INFUSION DRUG SPECIALTY PROGRAM

Please contact GPA's HealthWatch department for any Drug administered in the Physician's office, Hospital (Inpatient/Outpatient), Drug Infusion Center, Home Health Care setting, or self-injected Drug that is in the Program. Drugs listed under the Plan's Self-injectable, Physician Administered and Infusion Drug Specialty Program are required for this Utilization Review. Refer to <https://www.gpatpa.com/docs/list.pdf> for the most recent listing. Under the Program, HealthWatch will review the patient's diagnosis and the FDA approved uses for that drug, including but not limited to, dosage, completion of the applicable diagnostic tests and the patient's overall medical condition.

The Plan retains discretionary authority to determine the most cost effective method of Drug purchasing, including purchasing from a Specialty Drug Pharmacy and delivery to the service Provider's Facility. Where there is a reasonable expectation of savings to the Plan without sacrificing the quality of care to the patient, the Plan may approve and pay for all or part of the charges including where the patient may receive the infusion, or site of care, including the Hospital Facility, Physician's office, Infusion Center and Home Health Care setting with no penalty if the alternative is used as directed under the Self-injectable, Physician Administered and Infusion Drug Specialty Program (<https://www.gpatpa.com/docs/list.pdf>) in the Comprehensive Medical Benefits Section.

ALTERNATIVE CARE

Through alternative care, Case Management may help the patient and the Plan Administrator obtain care/treatment for a serious illness or injury that is Medically Necessary and appropriate for the diagnosis. When alternative care and treatment are identified by Case Management as Medically Necessary and approved by the Plan Administrator, and where there is a reasonable expectation of savings to the Plan without sacrificing the quality of care to the patient, the Plan may approve and pay for all or part of the charges not shown as a Covered Expense or as a Covered Prescription Drug in this Plan Document. These expenses will be considered on the same basis as the care and treatment for which they are substituted. Benefits provided under this section are subject to all other limitations and provisions within the Plan. In exercising its authority, this Plan will act in a way so as not to discriminate against any Plan Participant. If the care is not being substituted for other Covered Expenses, it will be considered on the same basis as a same or similar Covered Expense or Covered Prescription Drug shown in this Plan Document, as determined by the Claims Administrator.

All benefits provided in this section are subject to Medical Necessity, Reasonableness, and Usual and Customary charges, the Allowable Claim Limits under the Claim Review and Audit Program.

SELECT DIAGNOSTIC MEDICAL PROCEDURES

The following is a list of Select Diagnostic Medical Procedures that may be performed in a Physician's office, the Outpatient department of a Hospital, free-standing center or an independent Facility. Benefits are available under the Plan as specified in the Schedule of Benefits:

1. Bone scan – Specialized x-ray of bone tissues using radioactive injection if more sensitive to bone irregularities than usual x-rays:
 - a. Limited area;
 - b. Multiple areas;
 - c. Whole body;
 - d. With vascular flow only;
 - e. Three phase technique; or
 - f. Tomographic (SPECT).
2. Cardiac stress test:
 - a. Thallium – Use of radioactive dye to define areas of decreased blood flow in vessels of the heart while the patient exercises.
 - b. Treadmill – Reading of the electrical patterns of the heart (EKG) while the patient exercises on a treadmill.
3. CT Scan – Computerized x-ray picture of a part of the body.
4. MRI (Magnetic Resonance Imaging) – Diagnostic imaging modality that uses magnetic and radio frequency fields to image body tissue non-invasively.
5. PET Scan (Positron Emission Tomography) – A three-dimensional imaging technique that allows visual examination of the internal organs and illustrates organ function.
6. Ultrasound, Echography and Sonography – The use of inaudible sound waves to outline the shape of organs and tissues in the body. A sonogram during Pregnancy is not considered a Select Diagnostic Medical Procedure and is payable under the Plan's Lab/X-ray Benefit.
7. Myelogram – x-ray of the spine after injection of a contrast medium (dye) into a space in the spinal canal.
8. Aortography, Angiography, Lymphangiography, Venography, Transcatheter, Transluminal Atherectomy and Diskography.
9. Nuclear medicine scans.

SELF-INJECTABLE, PHYSICIAN ADMINISTERED AND INFUSION DRUG SPECIALTY PROGRAM (“PROGRAM”) (<https://www.gpatpa.com/docs/list.pdf>)

This program considers the complex nature of this type of Prescription Drug administration. The most common form of administration of these medications is via a controlled shot or injection. After some required training, this type of injectable medication may be administered by the patient or a family member. Other forms of these medications are infused into the body in a Specialty Facility. These medications are in the form of a liquid, must be administered in a medical setting by a trained care member, and are typically located in a Physician's office, Hospital, Infusion or Home Health Care setting.

It is important to confirm if the Drugs are part of the Program under the Plan prior to their administration. The listing for these medications is found at <https://www.gpatpa.com/docs/list.pdf>. This will require a call to GPA's HealthWatch department for Utilization Review. The review of medications may result in changes in the dosage, how the Drug may be purchased, and/or where the patient may receive treatment.

Participation in the Program will result in benefits being paid as stated in the Schedule of Benefits. If the patient does not participate in the Program but receives Drugs that are included under the Program, the patient will be responsible for the penalty stated in the Schedule of Benefits.

CALENDAR YEAR MAXIMUM BENEFIT

The Maximum Amount payable for Covered Expenses during a Calendar Year Benefit Period for each Covered Person is limited to a specific dollar amount, number of days or visits as specified in the Schedule of Benefits. The Calendar Year is from January 1 through December 31 of the same year. The initial Calendar Year Benefit Period is from a Covered Person's effective date through December 31 of the same year. Level I and Level II (PPO and Non-PPO) Covered Charges are combined to determine if a Lifetime Maximum Benefit has been met.

CONTINUITY OF CARE

If a Covered Person is receiving treatment, services or supplies from an Preferred Physician and that Preferred Physician terminates or is terminated from the Preferred Physician Network or if the Plan Administrator changes PPO Networks, benefits for such services, treatment or supplies will continue to be paid at the Preferred Physician benefit level for a period of ninety (90) days from the date of the Preferred Physician's termination if the treatment, services or supplies are being provided for special circumstances such as:

- An acute condition;
- A life-threatening illness; or
- Past the twenty-fourth (24th) week of Pregnancy and the Covered Person is receiving treatment in accordance with the dictates of medical prudence.

Special circumstances mean a condition such that the treating Physician or health care Provider reasonably believes that discontinuing care by the treating Physician or Provider could cause harm to the patient. Special circumstances shall be identified by the treating Physician or health care Provider who

CLAIM REVIEW AND AUDIT PROGRAM

The Plan has arranged with ELAP Services, LLC (“ELAP”) for a program of Claim review and auditing in order to identify charges billed in error, charges for excessive or unreasonable fees and charges for services which are not medically appropriate. Benefits for Claims which are selected for review and auditing will be reduced for any charges that are determined to be in excess of Allowable Claim Limits (as defined below). The determination of Allowable Claim Limits under this Program will supersede any other Plan provisions related to application of a Usual and Customary fee determination.

Medical care Providers will be given a fully detailed explanation of any charges that are found to be in excess of Allowable Claim Limits, and allowed the rights and privileges to file an appeal of the determination in accordance with the same rights and privileges accorded to Plan Participants, in exchange for the Provider’s agreement not to bill the Plan Participant for charges which were not covered as a result of the Claim review and audit.

Any Plan Participant who continues to receive billings from the medical care Provider for these charges should contact ELAP or the Plan Administrator right away for assistance.

The Plan Administrator is identified in the General Information and Purpose section of this Summary Plan Description. ELAP may be contacted at:

ELAP Services, LLC
1550 Liberty Ridge, Suite 330
Wayne, PA 19087
Phone: 610-321-1030
Fax: 610-321-1031

The Plan Participant must pay for any normal cost-sharing features of the Plan, such as Deductibles, Coinsurance and Copayments, and any amounts otherwise excluded or limited according to the terms of the Plan.

The success of this program will be achieved through a comprehensive review of detailed records including, for example, itemized charges and descriptions of the services and supplies provided. Without this detailed information, the Plan will be unable to make a determination of the amount of Covered Medical Expenses that may be eligible for reimbursement. Any additional information required for the audit will be requested directly from the Provider of service and the Claimant. In the event that the Plan Administrator does not receive information adequate for the Claim review and audit within the time limits required under the Plan, it will be necessary to deny the Claim. Should such a denial be necessary, the Claimant and/or the Provider of service may appeal the denial in accordance with the provisions which may be found in the section, “Procedures for Claims and Appeals,” in this Summary Plan Description.

In the following provisions of the Claim Review and Audit Program, the term “Plan Administrator” shall be deemed to mean ELAP:

“Allowable Claim Limits” means the charges for services and supplies, listed and included as Covered Medical Expenses under the Plan, which are Medically Necessary for the care and treatment of Illness or Injury, but only to the extent that such fees are within the Allowable Claim Limits. Examples of the determination that a charge is within the Allowable Claim Limit include, but are not limited to, the following guidelines:

1. **Errors, Unbundled and/or Unsubstantiated Charges.** Allowable Claim Limits will not include the following amounts:
 - a. Charges identified as improperly coded, duplicated, unbundled and/or for services not performed;
 - b. Charges for treating Injuries sustained or Illnesses contracted, including infections and complications, which, in the opinion of the Plan Administrator, can be attributed to medical errors by the Provider;

- c. Charges that cannot be identified or understood; and
- d. Charges that cannot be verified from audits of medical records.

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

- a. **Facilities.** The Allowable Claim Limit for Claims by a Facility, including but not limited to, Hospitals, emergency and urgent care centers, rehabilitation and skilled nursing centers, and any other health care Facility, shall be the greater of (I) 112% of the Facility's most recent departmental cost ratio, reported to the Centers for Medicare and Medicaid Services ("CMS") and published in the American Hospital Directory as the "Medicare Cost Report" (the "CMS Cost Ratio"), or (II) the Medicare allowed amount for the services in the geographic area plus an additional 20%. If insufficient information is available to identify either the Facility's most recent departmental cost ratio or the Medicare allowed amount, the Allowable Claim Limit shall be either (I) or (II) herein that can be identified.
- b. **Ambulatory Health Care Centers.** The Allowable Claim Limit for ambulatory health care centers, including Ambulatory Surgery Centers, which are independent Facilities shall be the Medicare allowed amount for the services in the geographic area plus an additional 20%. In the event that insufficient information is available to identify the Medicare allowed amount, the Allowable Claim Limit for such services shall be to the extent available either the Outpatient or Inpatient Medicare allowed amount for the service, plus an additional 20%.
- c. **Professional Providers.** The Allowable Claim Limits for professional Providers shall be determined using the following:
 - i. For general medical and primary care Claims, the Medicare allowed amount in the geographic area plus an additional 40%;
 - ii. For Specialist medical and surgical care Claims, the Medicare allowed amount in the geographic area plus an additional 55%;
 - iii. For anesthesiologist Claims, the Medicare allowed amount in the geographic area plus an additional 100%; or
 - iv. For other non-Facility Claims and supplies (such as Durable Medical Equipment, laboratory services and supplies, ambulance, air ambulance, etc.), the Medicare allowed amount in the geographic area plus an additional 25%.

For purposes of determining the proper Allowable Claim Limits for professional Providers in categories (i), (ii), (iii) or (iv) above, the Plan Administrator shall determine the applicable category for each Claim based on the taxonomy code used by the professional Provider for that Claim. The Plan Administrator determines, in its sole discretion, the type of Provider for determining Allowable Claim Limits, as detailed above.

While this Plan typically pays professional Providers based on the Medicare allowed amounts above, certain services may be reimbursed at 110% of the Medicare allowed amount for the service. These services may include, but are not limited to, routine diagnostic tests, evaluation services, and services for ongoing therapy. A full list of services subject to this rule can be found here: www.planlimit.com/prof1. This list will be updated at least annually to reflect the Plan's current plan design.

- d. **Directly Contracted Providers.** The Allowable Claim Limits for Directly Contracted Providers shall be the negotiated rate as agreed under the Direct Agreement.
- e. **Insufficient Information to Determine Allowable Claim Limit.** In the event that insufficient information is available to determine Allowable Claim Limits for specific services or supplies using the guidelines listed in Section 2 above as may be applicable, ELAP may apply the following guidelines:
 - i. **General Medical and/or Surgical Services.** The Allowable Claim Limit for any covered services may be calculated based upon industry-standard resources including, but not limited to, published and publicly available fee and cost lists and comparisons, or any combination of such resources that, in the opinion of the Plan Administrator, results in the determination of a Reasonable expense under the Plan.
 - ii. **Pharmaceuticals.** The Allowable Claim Limit for pharmacy charges by a Provider may be determined by applying the Average Wholesale Price (AWP) as defined by REDBOOK at the rate of 112% of AWP.
 - iii. **Medical and Surgical Supplies, Implants, Devices.** The Allowable Claim Limit for charges for medical and surgical supplies made by a Provider may be based upon the invoice price (cost)

Review and Audit Program” for information regarding Plan provisions related to the audit and adjudication of certain eligible Claims under that Program.

PAYMENT OF CLAIMS

Plan benefits are payable to the Covered Employee, unless the Claimant gives written direction, at the time of filing proof of such loss, to pay directly the health care Provider rendering such services. Such payment to a health care Provider is subject to the approval of the Plan Administrator. If any such benefit remains unpaid at the death of the Covered Employee, if the Claimant is a minor, or if the Claimant is (in the opinion of the Plan Administrator) legally incapable of giving a valid receipt and discharge for any payment, the Plan Administrator may, at its option, pay such benefits to any one or more of the following relatives of the Claimant: wife, husband, mother, father, Child or Children, brother or brothers, sister or sisters. Such payment will constitute a complete discharge of the Plan's obligation to the extent of such payment, and the Plan Administrator will not be required to follow-up and determine how such paid money was used.

APPEAL PROCESS

The Plan provides for two (2) levels of appeal following an Adverse Benefit Determination. The Claimant has one hundred eighty (180) days following an initial Adverse Benefit Determination to file an appeal of that determination, and sixty (60) days following a second Adverse Benefit Determination to file an appeal of that determination. The appeal process will provide the Claimant with a reasonable opportunity for a full and fair review of the Claim and Adverse Benefit Determination and will include the following:

1. Receipt of written request by the Claims Administrator from the Claimant, or an Authorized Representative of the Claimant, with the proper form for review of Adverse Benefit Determination, which initiates the appeal process.
2. The Claimant will have the opportunity to submit written comments, documents, records, and other information relating to the Claim.
3. The Claimant will have the opportunity to review the Claim file and to present evidence and testimony as part of the internal Claims and appeals process.
4. The Claimant will be provided, free of charge and sufficiently in advance of the date that the notice of final internal Adverse Benefit Determination is required, with new or additional evidence considered, relied upon, or generated by the Plan in connection with the Claim, as well as any new or additional rationale for a denial at the internal appeals stage, and a reasonable opportunity for the Claimant to respond to such new evidence or rationale.
5. The Claimant will be provided, on request and free of charge: (a) reasonable access to, and copies of all documents, records, and other information relevant to the Claimant's Claim in possession of the Plan Administrator, ELAP Services, LLC (“ELAP”) or the Claims Administrator; (b) information regarding any rule, guideline, protocol, or other similar criterion relied upon in making the Adverse Benefit Determination; (c) information regarding any voluntary appeals procedures offered by the Plan; (d) information regarding the Claimant's right to an external review process; and (e) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances.
6. The review of the Adverse Benefit Determination will take into account all comments, documents, records and other information submitted by the Claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial benefit determination.
7. No deference will be afforded to the previous Adverse Benefit Determination.
8. The party reviewing the appeal may be neither the party who made the prior Adverse Benefit Determination, nor a subordinate of the party who made the prior Adverse Benefit Determination.

9. In deciding an appeal on which the Adverse Benefit Determination was based in whole or in part on a medical judgment, including whether a particular treatment, Drug, or other item is Experimental, Investigational, or not Medically Necessary or appropriate, the Claims Administrator, ELAP or the Plan Administrator, as appropriate depending on the level of appeal, will consult with a health care professional who has appropriate training and experience in the field of medicine involving the medical judgment. The health care professional consulted for the appeal will not be the health care professional or a subordinate of the health care professional consulted in connection with the Adverse Benefit Determination that is the subject of the appeal.
10. Medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the Adverse Benefit Determination will be identified, even if the Plan did not rely upon their advice.
11. The first level of appeal will be the responsibility of the Claims Administrator and will be decided within thirty (30) days of the Claims Administrator's receipt of the request. The second level of appeal will be the responsibility of ELAP and will be decided within thirty (30) days of the Plan's receipt of the request.

For questions about appeal rights or for assistance, Claimants can contact the Employee Benefits Security Administration at 1-866-444-EBSA (3272). Consumer assistance may be available in your State. Contact your State Department of Insurance to find out if consumer assistance for Claim appeals is available. See Appendix I for additional information.

FIRST APPEAL LEVEL

Requirements for First Appeal

The Claimant must file the first appeal, in writing, within one hundred eighty (180) days following receipt of the notice of an Adverse Benefit Determination. The Claimant's appeal must be addressed as follows:

Appeals Department
Group & Pension Administrators, LLC. dba (GPA)
Park Central 8
12770 Merit Drive, Suite 200
Dallas, Texas 75251

It shall be the responsibility of the Claimant to submit proof that the Claim is covered and payable under the provisions of the Plan. An appeal must include:

1. The name of the Employee/Claimant;
2. The Employee's/Claimant's Social Security number;
3. The group name or identification number;
4. All facts and theories supporting the Claim for benefits. **Failure to include any theories or facts in the appeal will result in such facts being inadmissible. In other words, the Claimant will lose the right to raise such factual arguments and theories which support this Claim if the Claimant fails to include them in the appeal;**
5. A statement in clear and concise terms of the reason or reasons for the disagreement with the handling of the Claim; and
6. Any material or information that the Claimant has which indicates that the Claimant is entitled to benefits under the Plan.

If the Claimant provides all of the required information, it may be that the expenses will be eligible for payment under the Plan.

Timing of Notification of Benefit Determination on First Appeal

The Plan shall notify the Claimant of the Plan's Benefit Determination on review within a reasonable period of time, but not later than thirty (30) days after receipt of the appeal.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; Coal Creek Watershed Coaliti

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Contractor Agreement w Bembenek re Mt Emmons and Coal Creek - incl. signatures from other entities.

Fiscal Impact:

Submitted by: Lauren Hibbard

Submitter's Email Address: lhibbard@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 3/12/2021

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by:

Discharge Date: 3/11/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 3/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/16/2021

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT (the “Agreement”) made effective the ___ day of February, 2021, by and among the Town of Crested Butte, Colorado whose address is P.O. Box 39, Crested Butte, Colorado 81224 (herein “Crested Butte”), the Board of County Commissioners of the County of Gunnison, Colorado whose address is 200 East Virginia Avenue, Gunnison, Colorado 81230 (herein “Gunnison County”), and Coal Creek Watershed Coalition, a Colorado nonprofit corporation whose address is P.O. Box 925, Crested Butte, Colorado 81224 (herein “Contractor”).

RECITALS

The Contractor desires to provide professional services regarding appropriate site-specific water quality standards for Coal Creek;

Crested Butte and Gunnison County desire to engage Contractor to provide services as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A” (“Services”); and

The Contractor desires to provide those Services as identified in Appendix “A”.

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on January 1, 2021 and shall terminate on December 31, 2021, unless sooner terminated or replaced as provided herein.

3. COMPENSATION AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Crested Butte and Gunnison County shall equally pay Contractor fees at a rate of seventy-five and No/100 U.S. Dollars (\$75.00) per hour not to exceed the amount of Eighteen Thousand Three Hundred and No/100 U. S. Dollars (\$18,300.00) (the "Compensation"). Crested Butte and Gunnison County shall each pay \$9,150 to Contractor by April 1, 2021. If this amount is not incurred, the excess paid will be refunded equally to Crested Butte and Gunnison County, or applied to a future contract for the same or similar services, as directed by each, Crested Butte and Gunnison County.

The Compensation shall also compensate Contractor for all travel, meals and lodging expenses reasonably incurred.

This Agreement is subject to Crested Butte and Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Crested Butte or Gunnison County fails or refuses to make such an appropriation, the non-appropriating party reserves the right to terminate this Agreement without penalty to Contractor pursuant to paragraph 12 of this Agreement.

4. STRATEGIC RESULT.

Contractor will assist Crested Butte and Gunnison County with protection of quantity and quality of water resources as expressly directed by the Town Manager and/or Town Attorney, and the County Manager and/or County Attorney, and as otherwise contemplated in the attached Scope of Work. Contractor, its subcontractors, independent contractors, agents, employees, officers and/or director shall not have any communications, written or oral, with the State of Colorado, Mt. Emmons Mining Company and/or Freeport McMoRan, Inc. (collectively herein "MEMC"), its and their subcontractors, independent contractors, agents, employees, officers, director and/or attorneys in regards to the Services or any issues regarding Mt. Emmons regarding the MOU among MEMC, Crested Butte, Gunnison County and the other parties referenced in the MOU dated February 12, 2016 without first obtaining express approval from the Town Manager and/or the Town Attorney, and the County Manager and/or County Attorney. Notwithstanding the foregoing, Contractor's environmental consultant, Ashley Bembenek with Alpine Environmental Consultants LLC may communicate with such persons respecting the sixth bullet point in the MOU as set forth in Appendix "B" attached hereto, and the Scope of Work, as set forth in Appendix "A" attached hereto.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Crested Butte and Gunnison County, listing Crested Butte and Gunnison County as additional insureds, for the coverage's required herein which shall state

that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Crested Butte and Gunnison County.

Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eight-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).

6. INDEPENDENT CONTRACTOR.

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

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

7. DISCRIMINATION.

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

8. IMMIGRATION COMPLIANCE CERTIFICATION.

Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment. Contractor agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

9. ADA COMPLIANCE.

The Contractor assures Crested Butte and Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be 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 Crested Butte and Gunnison County rely.

10. MISCELLANEOUS.

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

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

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

11. DELEGATION AND ASSIGNMENT.

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

12. 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.

13. NOTICES.

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

Crested Butte: Town Manager
Town of Crested Butte
P.O. Box 39
Crested Butte, Colorado 81224

Director of Public Works
Town of Crested Butte
P.O. Box 39
Crested Butte, Colorado 81224

With a copy to: Town Attorney
Town of Crested Butte
P.O. Box 39
Crested Butte, Colorado 81224

Gunnison County: County Manager
Gunnison County
200 East Virginia Avenue
Gunnison, Colorado 81230

With a copy to: County Attorney
Gunnison County
200 East Virginia Avenue
Gunnison, Colorado 81230

Contractor: Coal Creek Watershed Coalition
P.O. Box 925
Crested Butte, Colorado 81224

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

14. GOVERNING LAW.

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

15. 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.

16. ENTIRE AGREEMENT.

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

(Remainder of Page Intentionally Left Blank;
Signature Page(s) To Follow)

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara MacDonald, Town Manager

ATTEST:

Lynelle Standard, Town Clerk

(SEAL)

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson of the Board

ATTEST:

Deputy County Clerk

(SEAL)

COAL CREEK WATERSHED COALITION,
a Colorado nonprofit corporation

By: _____
Name: _____
Title: _____

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By: _____
Jonathan Houck, Chairperson of the Board

ATTEST:

Deputy County Clerk

(SEAL)

COAL CREEK WATERSHED COALITION,
a Colorado nonprofit corporation

By: 
Name: JOHN F. HESS
Title: SECRETARY / TREASURER

APPENDIX “A”

(Scope of Work)

APPENDIX A



February 14, 2021

Dara MacDonald, Town Manager
Town of Crested Butte
PO Box 39
Crested Butte, CO 81224

Matthew Hoyt, Attorney
Gunnison County
200 E. Virginia Avenue
Gunnison, CO 81230

Subject: 2021 Proposal for the Mt. Emmons and Coal Creek Project

Ms. MacDonald and Mr. Hoyt:

The Town of Crested Butte and Gunnison County are collaborating with Mt. Emmons Mining Company (MEMC), the Coal Creek Watershed Coalition (CCWC), and other stakeholders to address long-term management of the Keystone Mine site and to develop site-specific standards for Coal Creek Segment 12. In the past temporary modifications, which are less stringent than aquatic life standards, were applied to the lower portion of Coal Creek due to uncertainty regarding pollutant sources. In 2017 the stakeholder group developed an interim set of standards, where the aquatic life standards apply for nine months of the year and temporary modifications are only used for three months of the year during snowmelt and high flow.

In the coming years, the stakeholder group will use data collected by CCWC and others to determine the source of pollutants during snowmelt and high flow. This information will be used to develop protective site-specific standards for Coal Creek. The standards process will continue with the Regulation 35 hearing in 2022 and includes participation in the temporary modifications hearings in 2021. The stakeholder group will also work collaboratively with MEMC to plan and implement clean-up activities at the Keystone Mine property. Local input is vital to assure the project is protective of Coal Creek, the Town's drinking water supply, and the environment. Clean-up activities at the Keystone Mine site are planned for the next several years.

Major Tasks:

During 2021 we expect to meet with the stakeholder group on a quarterly basis to continue water quality data evaluation, discuss management plans for Keystone Mine property, and to assess diligence filings for water rights affiliated with the Keystone Mine. The technical coordinator, Ashley Bembenek,



will communicate with local parties before and after meetings, as needed, to assure progress between quarterly meetings.

Project Partnerships and Cost Sharing:

Since signing the memorandum of understanding (MOU) with MEMC and other parties in 2016, the Town and County have collaborated to represent local parties on issues related to Coal Creek and the historic Keystone Mine property.

Project Timeline and Cost Estimate:

The timeline is based upon a tentative schedule discussed by the stakeholder group and includes time for strategic meetings with local parties, quarterly technical meetings and associated travel expenses, water quality data analysis, and to evaluate MEMC's discharge permit and other technical elements of the project. The proposal addresses the technical expertise provided by Ashley Bembenek and assumes that the Town and County will continue to provide necessary legal services, as they have in the past. The anticipated total cost for 2021 is \$18,300.00; where the Town and County each contributes \$9,150.00. If additional meetings or tasks are developed by the stakeholder group during 2021, it may be necessary to revise this proposal.

Task	Sub-total
Project meetings	\$ 4,800.00
Water quality data analysis	\$ 6,000.00
WQCC rulemakings and permit issues	\$ 7,500.00
Total Estimated Cost:	\$18,300.00
Cost for Town of Crested Butte:	\$ 9,150.00
Cost for Gunnison County:	\$ 9,150.00

Please contact me to discuss any questions or concerns that you may have regarding the proposal. Thank you for your support.

Sincerely,

Ashley Bembenek
Technical Coordinator
Coal Creek Watershed Coalition
(970) 251-0029
abembenek@yahoo.com

APPENDIX B

Gunnison County LI: 2016-150

MEMORANDUM OF UNDERSTANDING FOR MT. EMMONS

Mt. Emmons Project

February 12, 2016

This Memorandum of Understanding ("MOU") memorializes the understandings between Mt. Emmons Mining Company ("Mt. Emmons"), a wholly owned subsidiary of Freeport-McMoRan Inc., and the local and state government parties ("Government Parties") listed below (collectively, the "Parties") should Mt. Emmons acquire the Mt. Emmons Mine Site, including the historic Keystone Mine and the existing water treatment plant ("Plant") (collectively, "the Site") from U.S. Energy Corp. ("USE").

The Government Parties the Colorado Department of Public Health and the Environment ("CDPHE"), its Water Quality Control Division ("WQCD") and Air Pollution Control Division ("APCD"), Colorado Department of Natural Resources ("DNR"), its Division of Reclamation Mining and Safety ("DRMS") (collectively, "State Agencies"), Gunnison County, Colorado (the "County"), and the Town of Crested Butte, Colorado (the "Town").

The purposes of this MOU are to protect the public health, safety, welfare and the environment, and to serve as a basis for future cooperation and agreement among the Parties on the matters addressed herein.

The Government Parties will assist Mt. Emmons in identifying and supporting cost effective solutions at the Site to ensure on-going protection of public health, safety, welfare and the environment, in exchange for other considerations given in this MOU.

Mt. Emmons has agreed as a goodwill measure to voluntarily pre-fund by escrow or other suitable mechanism the first two years of contractor labor costs at the treatment plant (based on the annual operating budget of approximately \$1 million) following the transition of site ownership to Mt. Emmons. Monthly invoices will be paid from the escrow account or other equivalent.

The Parties intend to mutually work to achieve the following:

- Support Mt. Emmons in acquiring the Site and assist in ensuring compliance with all applicable environmental laws and regulations.
- Find and implement technical solutions to the environmental issues at the site.
- Discuss long-term funding for environmental issues at the Site.
- Transfer any federal, state, and local permits and authorizations from USE to Mt. Emmons as soon as practicable after transfer of the Site.
- Pursue disposition of the mining and mill site claims and fee simple lands in a mutually beneficial way.
- Collaboratively work to develop site-specific water quality standards for Coal Creek that may include monthly technical meetings with interested Parties.
- Continue the current administrative extension of the Colorado Discharge Permit System discharge and stormwater permits until after a final decision is issued by

the Water Quality Control Commission in the June 2017 Gunnison Basin Rulemaking proceeding.

- Work with the federal legislative delegation on any mutually acceptable legislation required to implement long term solutions.

The Parties recognize that this MOU is only a first step in a long-term relationship. The parties commit to working together to achieve further agreements to address the actions listed above in more specificity.

The Parties do not intend this MOU to have any effect on the past, present or future liability of Mt. Emmons or any other related entity, as no such liability has been determined as a matter of law, and none is to be implied by or inferred from this MOU. Rather, Mt. Emmons has been proactively cooperating with the Government Parties to ensure sustained operation of the Plant and appropriate management of ancillary environmental issues described in this MOU.

Consequently, this MOU should be read to reflect that the actions of Mt. Emmons are voluntary and not compulsory, and the Parties intend this MOU to facilitate a public-private partnership focused on addressing the issues in the manner described in this MOU.

This MOU is intended as a measure of good faith and fair dealings between the Parties and as a basis for long-term cooperation in furtherance of future agreements. The Parties do not intend this MOU to be, and shall not be, the basis for a non-cooperative legal action or vehicle for enforcement. Further, no person that is not a party to this MOU may rely on any provision of this MOU for any purpose.

Signed (see following pages for signatures):

William Cobb
Vice President
Mt. Emmons Mining Company

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

Bob Randall
Executive Director
Colorado Department of Natural Resources

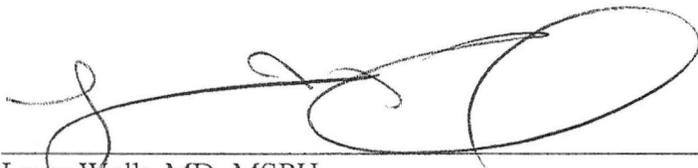
Glenn Michel
Mayor
Town of Crested Butte, Colorado

Paula Swenson
Chairperson
Board of County Commissioners of the County of Gunnison, Colorado

WR Cobb

3/2/16
Date

William Cobb
Vice President
Mt. Emmons Mining Company



3/2/16

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

Date

Bob Randall

Feb. 29, 2016

Bob Randall

Date

Interim Executive Director

Colorado Department of Natural Resources

Glenn Michel

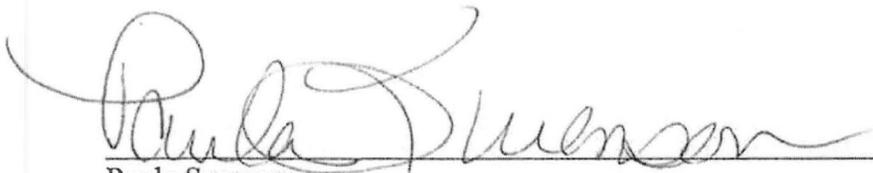
3-1-2016

Glenn Michel

Date

Mayor

Town of Crested Butte, Colorado



3/1/16

Paula Swenson

Date

Chairperson

Board of County Commissioners of the County of Gunnison, Colorado

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application for Continuation Funding for Hea

Action Requested: Other County Manager Approval to apply

Parties to the Agreement: Colorado Dept Human Services - OEC

Term Begins: 7/1/2021

Term Ends: 6/30/2022

Grant Contract #:

Summary:

Continuation funding for HHS ECC staff for Systems Building, Colorado Shines Quality Improvement and EQIT, addressing quality early childcare. For \$74,700.

Fiscal Impact:

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

This is the Public Health ECC and CSQI annual renewal agreement, same as last year no cost to the County.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 3/1/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and no legal sufficiency concerns at this time. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 2/25/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/5/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/16/2021



COLORADO
Department of Human Services

Exhibit A

**STATEMENT OF WORK (SOW)
SYSTEMS BUILDING**

**GUNNISON HINSDALE EARLY CHILDHOOD COUNCIL
220 N. SPRUCE STREET
GUNNISON, CO 81230**

MARCH 1ST, 2021



COLORADO

Department of Human Services

Exhibit A

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

INTRODUCTION/BACKGROUND

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

SCOPE OF WORK

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

PERIOD OF PERFORMANCE

The timeframe for this Scope of work is July 1st, 2021 through June 30th, 2022.



WORK PLAN

Work Plan

OUTCOMES, BENCHMARKS, AND MILESTONES

1) **Outcome statement:** The GHECC will maintain an early childhood council that meets state statute and the rules governing councils, including membership of 7 mandatory stakeholders, submission of current strategic and evaluation plan, and tracking of measurements.

The GHECC will continue to be a functioning early childhood council that meets state statute and new rules. An evaluation plan and report are submitted to the OEC on an annual basis.

Key Activity A: Maintain Membership and Hold Council Meetings

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Plan and hold at least 6 GHECC meetings per year.	July 1, 2021 - June 30th, 2022	6 GHECC meetings held per year	Meeting notes with attendance on sign-in.	Council Co-Coordinator	Personnel
Maintain membership of at least 10 members with 7 mandatory Stakeholder members.	July 1, 2021 - June 30th, 2022	10 Early Childhood Members with 7 Mandatory members represented.	Membership List with Contact information and alignment with 7 Mandatory members.	Council Co-Coordinator	Personnel
Develop and approve new Memorandum of Understanding with members.	July 1, 2021 - June 30th, 2022	New MOUs are signed by all members, including 7 mandatory stakeholders and updated yearly.	MOUs are signed and submitted	Council Co-Coordinator	Personnel
Actively inform and include small or under-represented early childhood service providers in Early Childhood Council activities and functions	July 1, 2021 - June 30th, 2022	Small or under-represented early childhood service providers will be invited and encouraged to attend Council meetings.	Small or under-represented early childhood service providers will attend Council meetings.	Council Co-Coordinator	Personnel

Key Activity B: Strategic Plan, Evaluation Plan and Report

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

Review, update, and approve Strategic Plan annually that responds to local needs and conditions to increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents.	July 1, 2021 - June 30th, 2022	Submitted updated Strategic Plan annually	Plan is submitted to the OEC	Council Co-Coordinator	Personnel
Develop, approve, and conduct an Evaluation Plan, which is a local system of accountability to measure local progress based on the needs and goals set for program performance	July 1, 2021 - June 30th, 2022	Submitted Evaluation Plan annually	Plan is submitted to the OEC	Council Co-Coordinator	Personnel
Track and report annually accountability measurements defined in the strategic plan	July 1, 2021 - June 30th, 2022	Data tracking requested measures annually	Data is submitted to the OEC	Council Co-Coordinator	Personnel
Create an Evaluation Report, based on the strategic plan	July 1, 2021 - June 30th, 2022	Submitted Evaluation Report annually	Evaluation Report is submitted to the OEC	Council Co-Coordinator	Personnel
Key Activity C: Bylaws, Operating Agreement and Organizational Chart					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Review, update if needed, and approve council Bylaws, Operating Agreement, and Organization Chart annually	July 1, 2021 - June 30th, 2022	Submitted Bylaws, Operating Agreement, and Organizational Chart	Bylaws, Operating Agreement, and Organization Chart is submitted to OEC	Council Co-Coordinator	Personnel
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement: Early Childhood Services Providers will have a local, in person, professional development opportunity and improve their Early Childhood Professional Credential Level.		<i>At least 65 early childhood service providers attend the nurturing the young child conference, and at least 2 obtain a CEU by December 31st, 2021 and annually thereafter.</i>			
Key Activity A: Nurturing the Young Child Conference					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category



Exhibit A

Hold an annual Nurturing the Young Child Conference (NTYC) in collaboration with Western State Colorado University.	December 31 st , 2021	The NTYC Conference will provide at least 6 training hours and 0.5 Continuing Education Units (CEU)s.	List of Attendees, number of training certificates given, and number of people obtaining the 0.5 CEU	Council Co-Coordinator	Personnel and Annual Conference

SCHEDULE/MILESTONES

<u>Measurement</u>	<u>Schedule</u>	<u>Deliverables</u>
An updated and approved strategic plan will be submitted to the OEC.	June 30 th , 2022.	The GHECC will update and approve the strategic plan and evaluation plan annually.
An evaluation report will be submitted to the OEC.	June 30 th , 2022	The GHECC will create an evaluation report.
At least 10 council members will have signed MOUs, including the 7 mandatory members, which will be submitted to the OEC.	By December 31 st , 2022	The Gunnison Hinsdale Early Childhood Council will approve a new Memorandum of Understanding with all council members, including the seven Mandatory Stakeholders by December 31 st , 2020.
At least 65 early childhood service providers will attend the local professional development conference as shown by registration tracking.	By December 31 st , 2022.	The GHECC will hold an annual Nurturing the Young Child Conference with at least 65 attendees attending the conference and 3 obtaining 0.5 CEUs.
Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).	July 1, 2021 – June 30, 2022	<ul style="list-style-type: none"> Child care providers that accept CCCAP eligible children will understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs Child care providers that accept CCCAP eligible children will apply for a Colorado Shines Quality Rating for Level 3-5 Child care providers that are at a Quality Level 3-5 will accept CCCAP eligible children



Exhibit A

<p>Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.</p>	<p>July 1, 2021 – June 30, 2022</p>	<ul style="list-style-type: none"> • Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities • Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating • Encourage local child care providers to take action on increasing the quality of their care with accurate information
<p>Increase the number and percentage of children receiving child care subsidy being served in a high quality program.</p>	<p>July 1, 2021 – June 30, 2022</p>	<ul style="list-style-type: none"> • Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff • Support providers to get accurate information, training and technology on the CCCAP program
<p>Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.</p>	<p>July 1, 2021 – June 30, 2022</p>	<ul style="list-style-type: none"> • Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is made available on the ECC Website • Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is promoted monthly through the ECC email listserve • Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at monthly Community Meetings or through email, Facebook, newspaper messages

ACCEPTANCE CRITERIA

The acceptance of all deliverables will reside with the Office of Early Childhood (specific program). The designated program manager will 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 will either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

**STATEMENT OF WORK (SOW)
COLORADO SHINES**

**GUNNISON HINSDALE EARLY CHILDHOOD COUNCIL
220 N. SPRUCE STREET
GUNNISON, CO 81230**

MARCH 1ST, 2021

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

INTRODUCTION/BACKGROUND

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

SCOPE OF WORK

This scope of work is intended to:

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

PERIOD OF PERFORMANCE

The timeframe for this Scope of work is July 1st, 2021 through June 30th, 2022.

WORK PLAN

WORK PLAN					
Key Activity A: Community Dispersion of High Quality CCCAP					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Target and outreach to Colorado Shines Quality Level 2 child care providers accepting CCCAP in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high quality programs (Level 3-5); help programs understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs	7/1/2021 – 6/30/2022	Child care providers that accept CCCAP eligible children will understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs	<ul style="list-style-type: none"> ✓ Number of quality Level 2 targeted child care providers ✓ Number of providers contacted and given information 	Quality Improvement Navigator	Personnel
Provide technical assistance and quality improvement (QI) coaching to targeted child care providers that apply for a Colorado Shines Quality Rating and connect providers to professional development opportunities offered by the Council or other local/state agencies. Technical Assistance and Coaching include the topic of Family Engagement as listed in School Readiness Plan.	7/1/2021 – 6/30/2022	Child care providers that accept CCCAP eligible children will apply for a Colorado Shines Quality Rating for Level 3-5	<ul style="list-style-type: none"> ✓ Number of QI Coaching hours provided ✓ Total funds spent by providers on QI materials ✓ Total funds spent on professional development training ✓ Colorado Early Childhood Credential level of provider staff members ✓ Number of child care providers (that accept CCCAP) apply for a Level 3-5 Quality Rating ✓ Number of child care providers (that accept CCCAP) eligible children increase their quality to a Level 3-5 ✓ Number of CCCAP eligible children that 	Quality Improvement Navigator and QI Coach	Personnel and GAE Funding

			receive high quality child care services		
Target and outreach to Colorado Shines Quality Level 3-5 child care providers that do not currently accept CCCAP <i>in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high quality programs (Level 3-5)</i> ; provide information to providers about the financial benefits of accepting CCCAP eligible children; connect them with the appropriate County CCCAP staff	7/1/2021 – 6/30/2022	Child care providers that are at a Quality Level 3-5 will accept CCCAP eligible children	<ul style="list-style-type: none"> ✓ Number of quality Level 3-5 child care providers targeted that are given information to providers about the financial benefits of accepting CCCAP eligible children ✓ Number of quality Level 3-5 providers that contact CCCAP staff in their County ✓ Number of quality Level 3-5 providers that secure a CCCAP Fiscal Agreement ✓ Number of CCCAP eligible children that receive high quality child care services 	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel

OUTCOMES, BENCHMARKS, AND MILESTONES

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

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Outreach to Colorado Licensed Child Care providers (Level 1) by email, mail, phone calls and/or face to face visits to help programs understand the structure, requirements and benefits associated with Colorado Shines	7/1/2021 – 6/30/2022 And ongoing through 6/30/2023 as new or newly interested providers are identified	Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities	<ul style="list-style-type: none"> ✓ Number of level 1 providers contacted by each avenue 	Quality Improvement Navigator	Personnel
Provide technical assistance to Level 1 providers to register on Colorado Shines, Professional Development Information System (PDIS) and provide a detailed overview of the rating levels and the steps programs	7/1/2021 – 6/30/2022 And ongoing through 6/30/2024 as new or newly	Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating	<ul style="list-style-type: none"> ✓ Number of providers receiving technical assistance ✓ Number of technical assistance hours provided 	Quality Improvement Navigator	Personnel

will need to take to maintain these ratings	interested providers are identified		<ul style="list-style-type: none"> ✓ Number of providers registered on Colorado Shines ✓ Number of providers with a PDIS account 		
Provide a copy of the QRIS Program Guide to licensed providers	7/1/2021 – 6/30/2022	Encourage local child care providers to take action on increasing the quality of their care with accurate information	<ul style="list-style-type: none"> ✓ Number of QRIS Program Guides distributed to providers 	Quality Improvement Navigator	Personnel

OUTCOMES, BENCHMARKS, AND MILESTONES

Outcome statement:	<i>Increase the number and percentage of children receiving child care subsidy being served in a high quality program.</i>
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Key Activity: Children Served in High Quality Programs

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Continue to meet regularly with CCCAP staff and other family service agencies	7/1/2021 – 6/30/2022	Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff	<ul style="list-style-type: none"> ✓ Number of meetings with agenda ✓ Number of participants and agency representation ✓ Number of children receiving CCCAP 	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel
Provide technical assistance to providers on the financial benefits of accepting CCCAP eligible children and in connecting with appropriate County CCCAP staff to develop a fiscal agreement for child care subsidy	7/1/2021 – 6/30/2022	Support providers to get accurate information, training and technology on the CCCAP program	<ul style="list-style-type: none"> ✓ Number of providers with County CCCAP fiscal agreement ✓ Number of providers that accept CCCAP in Colorado Shines 	Early Childhood Council Coordinator and QI Navigator	Personnel

OUTCOMES, BENCHMARKS, AND MILESTONES

Outcome statement:	<i>Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.</i>
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Key Activity Promotion of Colorado Shines Quality Rating & Improvement System & Early Learning Development Guidelines					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Website	7/1/2021 – 6/30/2022	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is made available on the Gunnison County ECC Website	✓ Gunnison County ECC website information with links to resources for Colorado Shines Quality Rating and Improvement and Early Learning Development Guidelines System	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel And Indirect Cost
Early Childhood Council Meetings and Outreach messages: email, Facebook, newspapers	7/1/2021 – 6/30/2022	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at bi-monthly Council Meetings, or through Facebook, email lists, and newspapers	✓ Number of Communities meetings with agendas and participants	QI Navigator	Personnel

SCHEDULE/MILESTONES

Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).	July 1, 2021 – June 30, 2022	<ul style="list-style-type: none"> Child care providers that accept CCCAP eligible children will understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs Child care providers that accept CCCAP eligible children will apply for a Colorado Shines Quality Rating for Level 3-5 Child care providers that are at a Quality Level 3-5 will accept CCCAP eligible children
Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%.	July 1, 2021 – June 30, 2022	<ul style="list-style-type: none"> Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating

Engagement is defined as Level 2 or higher.		<ul style="list-style-type: none"> • Encourage local child care providers to take action on increasing the quality of their care with accurate information
Increase the number and percentage of children receiving child care subsidy being served in a high quality program.	July 1, 2021 – June 30, 2022	<ul style="list-style-type: none"> • Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff • Support providers to get accurate information, training and technology on the CCCAP program
Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	July 1, 2021 – June 30, 2022	<ul style="list-style-type: none"> • Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is made available on the ECC Website • Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is promoted monthly through the ECC email listserve • Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at monthly Community Meetings or through email, Facebook, newspaper messages

ACCEPTANCE CRITERIA

The acceptance of all deliverables will reside with the Office of Early Childhood (specific program). The designated program manager will 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 will 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

Exhibit C

**STATEMENT OF WORK (SOW)
EXPANDING QUALITY IN INFANT TODDLER CARE**

**GUNNISON HINSDALE EARLY CHILDHOOD COUNCIL
220 N. SPRUCE STREET
GUNNISON, CO 81230**

MARCH 1ST, 2021



Exhibit C

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

INTRODUCTION/BACKGROUND

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

The primary evidence-based professional development activities carried out by local, approved EQ Infant Toddler Specialists are the 48-hour EQIT course of training offered in local communities across the state and Coaching with the EQ RELATE. All individuals teaching the EQIT course must have completed the state-level Infant Toddler Specialist Foundations course and possess a Colorado Trainer Credential or Trainer Approval. All individuals conducting EQ RELATE Coaching must adhere to the EQ model, utilizing the EQ RELATE Coaching tools, and hold a Colorado Coaching Credential. Additional activities include the fidelity implementation of evidence-based professional development for infant and toddler early care educators and the capacity-building of infant toddler specialists and local communities.

SCOPE OF WORK

The EQ Initiative supports Early Childhood Councils to increase the quality of infant and toddler child care through the provision of evidence-based training and coaching for infant and toddler early care educators, deployed by EQ Infant Toddler Specialists and other approved individuals. EQIT training and coaching seek to increase the quality and availability of responsive, relationship-based infant toddler care in local communities across Colorado. The Early Childhood Council will offer the approved 48-hour EQIT course of training and individualized EQIT Coaching, following all EQ Initiatives guidelines.

PERIOD OF PERFORMANCE

The timeframe for this Scope of work is July 1st, 2021 through June 30th, 2022.



WORK PLAN

Work Plan

OUTCOMES, BENCHMARKS, AND MILESTONES

1) Outcome statement:

Individuals caring for infants and toddlers are confident and competent in their ability to engage in the responsive relationships with infants, toddlers, and their families that result in infants and toddlers experiencing secure attachments in all care settings. Infant Toddler Specialists are qualified and competent to enhance the relationships around infants and toddlers.

Key Activity A: Collaboration with key stakeholders and systems partners, specific to infants, toddlers, and their caregivers

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Connect, coordinate and collaborate with local key stakeholders and efforts concerned with quality of infant toddler care and enhancing the relationships around infants and toddlers.	July 1, 2021- June 30, 2022	The EC Council and/or EQ team members will contact and collaborate with key stakeholders to include the community college, local infant toddler initiatives, and Colorado Shines Quality Improvement.	EQ and ECC staff will contact, coordinate, and collaborate with key stakeholders to support a system of supports for infants and toddlers in the community. Community outreach and education will be provided to community members caring for infants and toddlers.	Co-Coordinator or EQ Staff.	Personnel

Key Activity B: Fidelity Implementation of Evidence-based, Infant Toddler Specific Training

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

Fidelity implementation of EQIT, an evidence-based, infant and toddler-specific course of training	July 1, 2021- June 30, 2022	Contingent on capacity and community need, completion of EQIT 48-hour course of training which fully meets EQ Initiative requirements as outlined in the business rules for EQ Initiative	By July 30, 2021 provide 2 annual course plans with advertising By July 30, 2021, whenever they change and at least quarterly, primary contact and registration contact for EQIT provided to EQ Initiative Materials are requested at least 2 weeks before start date of EQIT course. Infant Toddler Specialists who provide EQIT course have completed Infant Toddler Specialist Foundation Course and hold a current Trainer Credential by July 1, 2022 EQ Infant Toddler Specialists provide verification of video self-reflection to the EQ Initiative by June 30, 2021. Update of reporting spreadsheet within two weeks of the completion of each EQIT course.	EQ Staff	Personnel
Fidelity implementation and course outcome data collected	July 1, 2021- June 30, 2022	• Course participants complete EQ Initiative online data collection survey	100% of course participants will complete	EQ Staff	Personnel
Key Activity C: Fidelity implementation of Evidence-based, Infant Toddler Specific Coaching					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category



Exhibit C

Fidelity implementation of EQ RELATE Individualized Reflective Coaching, an evidence-based, infant and toddler specific coaching model	July 1, 2021- June 30, 2022	Contingent on capacity and community need, infant toddler early care educators participating in EQIT courses receive between 8 or more hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities. Each Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential	Update of reporting spreadsheet quarterly October 31, 2021, January 31, 2022, April 30, 2022 and June 30, 2022, and each time coaching is reimbursed/invoiced Description of efforts to ensure coachees receive 8 or more hours of coaching.	EQ Staff	Personnel
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SCHEDULE/MILESTONES

EQIT

- *The GHECC will submit a detailed plan for FY 22 EQIT course(s) and coaching to include tentative dates and instructors/coaches by July 30, 2021. This plan will include documentation of Training Credentials for all instructors and Coaching Credentials for all coaches.*
- *The GHECC will order materials for FY 22 Fall EQIT course(s) by July 30, 2021.*
- *The GHECC will submit information on any EQIT student fees charged, plan to ensure that no student will be denied entry due to inability to pay, and anticipated use of revenues for EQ-related activities by July 30, 2021.*
- *The GHECC will submit required quarterly reports by October 31, 2021, January 31, 2022, April 30, 2022 and June 30, 2022.*

ACCEPTANCE CRITERIA

The acceptance of all deliverables will reside with the Office of Early Childhood (specific program). The designated program manager will 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 will either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

Supplies & Operating Expenses					FY 2022
Item	Description of Item	ECSB	CSQI	CCR&R	Total Amount Requested from CDHS
Computer Cost/IT Charge	33% of 2 laptops @\$3,000/year. 17% of 2 laptops at \$3,000 per year and virtual platform @\$100	\$ 1,000	\$ 600	\$ -	\$ 1,600
Advertising/Education		\$ 220	\$ -	\$ -	\$ 220
Office Supplies		\$ 65	\$ 86	\$ -	\$ 151
Meeting/Event Costs		\$ 400	\$ 174	\$ -	\$ 574
Partial Stipends to help meeting licensing requirements		\$ 380	\$ -	\$ -	\$ 380
Annual Conference	Space rental, speakers, and materials	\$ -	\$ 634	\$ -	\$ 634
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Total Supplies & Operating Expenses		\$ 2,065	\$ 1,494	\$ -	\$ 3,559
TOTAL DIRECT COSTS		\$ 30,000	\$ 34,500	\$ -	\$ 64,500
MODIFIED TOTAL DIRECT COSTS (MTDC)		\$ 30,000	\$ 34,500	\$ -	\$ 64,500
Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.					
Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]					FY 2022
Item	Description of Item	ECSB	CSQI	CCR&R	Total Amount Requested from CDHS
Federally Negotiated Rate		\$ -	\$ -	\$ -	\$ -
State Negotiated Rate		\$ -	\$ -	\$ -	\$ -
Indirect rate: 0	10% de minimus rate of Modified Total Direct Costs				
Total Indirect		\$ -	\$ -	\$ -	\$ -
TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)		\$ 30,000	\$ 34,500		
TOTAL COLORADO SHINES QUALITY IMPROVEMENT (CSQI)			\$ 34,500		
TOTAL CHILD CARE RESOURCE & REFERRAL (CCR&R)				\$ -	
TOTAL AMOUNT REQUESTED FROM CDHS					\$ 64,500
PERCENTAGE OF BUDGET BY PROJECT					FY 2022
PERCENTAGE OF BUDGET BY PROJECT		47%	#DIV/0!	0%	Total Percentage #DIV/0!

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

Total Indirect	\$0	
TOTAL	\$10,200	

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



Colorado Department of Human Services
Office of Early Childhood
VENDOR CONTACT INFORMATION SHEET

Legal Name of Vendor as it should appear on the Contract/Purchase Order including any dba:

Gunnison County

Address: 220 N. Spruce Street
City: Gunnison State: CO Zip Code: 81230 County: Gunnison
FEIN #: 84-6000770 State of Incorporation: Colorado
DUNS #: 133115220 Fiscal Year End Date: 2022

Type of Entity (please mark one):

- Individual
Professional Corporation (PC)
Sole Proprietor
Not-For-Profit Corporation
Limited Liability Company (LLC)
Joint Venture
For-Profit
Limited Liability Partnership (LLP)
Government (checked)

Primary Contact to Receive ALL Correspondence:

Name: Margaret Wacker
Email: mwacker@gunnisoncounty.org
Phone: 970.641.7913

CFO or Financial Contact:

Invoice Contact:

Name: Jody Wise Name: Jody Wise
Email: jwise@gunnisoncounty.org Email: jwise@gunnisoncounty.org
Phone: 970-641-7679 Phone: 970.641.7913

Individual Signing Contract:

Name: Matthew Birnie
Title: County Manager
Email: mbirnie@gunnisoncounty.org
Phone: 970.641.0248

Is your agency set up for Electronic Deposit with the State of CO? X Yes ___ No

If Yes, please list the last 4 digits of the account number payments should be sent to ___9411___

How long does your agency and/or board need to review and return the signed contract? Minimum of 2 weeks

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application for Health Resources Service Adm

Action Requested: Motion

Parties to the Agreement: Gunnison County - HRSA

Term Begins:

Term Ends:

Grant Contract #:

Summary:

grant application

Fiscal Impact:

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 3/1/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and does not raise any legal sufficiency concerns at this time. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 2/26/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/5/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/16/2021

INTRODUCTION

In June of 2019 Gunnison County was awarded the Health Resources Service Administration (HRSA) Rural Communities Opioid Response Planning grant (RCORP), and the Gunnison County Consortium (GCC) was formed. GCC now serves as a subgroup of Gunnison County Substance Abuse Prevention Project (GCSAPP) and uses the Communities that Care framework which is a public health lens to address prevention efforts. GCC initially consisted of 5 key organizations; GCSAPP, Gunnison County Health and Human Services, the Health Coalition of the Gunnison Valley, Gunnison Valley Family Physicians and Western Colorado University (WCU). After 6 months the GCC has grown to over 25 individuals/organizations with signed Memoranda of Understanding (MOU's) from 15 sectors across the community.

The goals of GCC are to decrease morbidity rates due to Substance Use Disorder/Opioid Use Disorder (SUD/OD), increase treatment services for SUD/OD, expand current prevention efforts, and bolster and diversify the recovery options in Gunnison County.

Gunnison County is designated as a frontier county located in south central Colorado. With a population of 17,462, there are fewer than 5 people per square mile. Approximately one third of county residents are between the ages of 18 and 34 years old. Two reasons Gunnison County has such a high population of 18-34 year olds is the existence of Western Colorado University (WCU) which lies within the city limits of Gunnison, and the outdoor tourism-driven economy. According to a recent study on OUD in rural areas, populations with the highest rates of opioid misuse include adolescents ages 12-19 and adults ages 20-29.¹ The larger-than-average number of young adults in Gunnison County increases the risks of OUD within the County. Efforts will therefore address all Gunnison County residents with emphasis on the 12-40-year old population. The largest city in this frontier county is the City of Gunnison, which is over 65 miles and two mountain passes from any city with a population of over 25,000 people.² With three grocery stores, two pharmacies, and one movie theatre, the lives of Gunnison County residents constantly intersect. Your neighbor is your physician, whose wife is your son's school teacher, whose daughter is dating the pharmacist, whose father is your employer, whose sister is the only

¹ Maine Rural Health Research Center Research & Policy Brief, Rural Opioid Abuse: Prevalence and User Characteristics, PB-63-1 February 2016

² U.S. Census Bureau, QuickFacts, 2018

Project Narrative

psychiatrist who is treating your husband for OUD. The paradox of this and other sparsely-populated rural communities is that while anonymity is non-existent, isolation is pervasive. Gunnison County was established in 1877, one year after Colorado gained its statehood. The early residents were hardy mountain-men and women who trapped fur, mined, ranched and otherwise survived a harsh climate. The rugged geography and brutal winters forced early residents to adopt an independence that can still be seen in the residents. Today, Gunnison County is a tourist destination, home to the world-renowned Crested Butte ski area and also to world-class fishing, mountain biking, and other outdoor adventure activities, with consequential injuries associated with these sports. These factors often attract residents and tourists to the community where lifestyles tend to encourage a festival culture that includes the use of substances as part of the experience. Many hold the belief that living in the high country means getting high; this is one of Gunnison County's biggest community risk factors.

This rugged individualism, risk-taking behavior, and the isolation that results from communities and homes spread across wide swaths of land all contribute to the high suicide rate found in ski towns across the Mountain West.³ Like most ski towns, the Crested Butte economy is seasonally based. When one season ends, residents must scramble to find another job to cover the high cost of living. These financial issues place enormous stress on individuals, families, and relationships. Due to the transient nature of the community, residents lack intergenerational relationships and deep social connection. When life gets difficult, the social support system needed to weather the storm is not in place. Add the long, dark, exceptionally cold winters and altitude-induced low serotonin levels, and it is not surprising that the community has a high risk for substance use and mental health disorders.

All prevention efforts need to address community members across the lifespan and need to be multipronged. Such efforts also need to include prescribing practices, safe storage, proper disposal, education and awareness of addiction and stigma reduction. However, high levels of OUD-related and mental health stigma exist in our rural community and threaten the prevention, treatment, and recovery potential. If stigma is not addressed, efforts to address OUD-related overdoses and deaths are likely to be ineffective. Fear of judgment and misunderstanding will continue to challenge help-seeking efforts and we will continue to experience high rates of addiction and community loss.

³ McMillan, Kelley, Here's Why Ski Towns Are Seeing More Suicides, National Geographic, May 2016

Project Narrative

Our prevention goals will include increasing evidence-based prevention programming in the school and community to serve higher risk youth, including LGBTQ and youth who have experienced trauma; provide prevention education for adults including culturally and linguistically appropriate education for community members to reduce stigma associated with SUD/OD; continue to promote and educate about drug-take back events; and continue to educate community members on overdose recognition and naloxone administration.

Treatment goals include a unified screening tool and referral process to be utilized across the community by health serving professionals and by those who interface with individuals at risk for SUD/OD, and who will screen individuals with SUD/OD for infectious disease and refer or provide treatment. These goals also include: providing Medication-Assisted Treatment (MAT); providing ongoing continuing medical education events on SUD/OD and trauma related topics, interventions, and treatments; strengthening collaboration with law enforcement and the criminal justice system; working with key stakeholders to collect data and align coding in order to work collaborative on diagnosing and treating SUD/OD; and reducing barriers for treatment including financial, stigma and incarceration.

Recovery goals include: helping to maintain consistent and diversified recovery options; helping individuals navigate and access community-based services including ensuring basic needs are met; and providing pathways to recovery by working with the criminal justice system and law enforcement.

The Gunnison County Consortium is housed under GCSAPP, which is the lead organization for this grant. The mission of both GCC and GCSAPP is to utilize research data, evidence-based strategies, and community mobilization to reduce the impact of substance use/abuse on youth and community members, so that Gunnison County residents will be able to be healthy, stable and productively involved in their community. As such, GCC and GCSAPP currently have a unified definition of prevention: "Prevention is a process that promotes healthy youth, parents and communities. The GCSAPP coalition uses education, policy and programming informed by community data, needs and culture to promote protective factors and reduce risk factors."

The GCC has created four subgroups in order to ensure shared responsibility: Leadership; Data; Education; and Messaging. Each member of the Leadership Committee will keep their organization informed of collaborative progress and actively seek feedback regarding the collaboration from within their organization. Leadership Committee members regularly discuss

Project Narrative

the progress of the collaborative effort and regularly share feedback from their respective organizations in order to ensure clear communication, issue identification, and problem resolution.

GCC's Data Subgroup examines all current quantitative data sources, conducts focus groups, and analyzes the information, ultimately generating reports for the larger consortium. The Education Subcommittee works on creating the educational sessions for prescribers, youth and families, and community members. This group identifies topics of interest and need, works with the Colorado Consortium for Prescription Drug Abuse Prevention and other professionals in order to schedule the events, and promotes and attends all events. The Messaging Subcommittee ensures that the messages that are promoted in the community are relevant, community-informed, and educational.

The subcommittees meet monthly and GCC meets every other month. There are currently 25 GCC members and 18 Memoranda Of Understanding (MOU's) with committed organizations/individuals; 3 community members with lived experience, Gunnison Valley Hospital (GVH), Coroner's office, Project Hope, Peer Services, Early Childhood Council, Chief Medical Officer for the County, District Court Judge, Physicians, Mental Health professionals, Pharmacists, Public Health, District Attorney, Gunnison Chief of Police, Juvenile Diversion program manager, parents, Tough Enough to Wear Pink- cancer non-profit, and 4 staff members. To address equity, all GCC participants are compensated to be at the table unless otherwise fully compensated by their employer.

Gunnison County has been using a multipronged approach to address opioid misuse and abuse since 2016. Collaboratively, GCC has been working to increase prescriber awareness of data and trends in order to reduce the number of prescriptions given, and has been working on stigma reduction campaigns. Additionally, GCC has been working to increase awareness of overdose recognition and naloxone administration, safe storage, and proper disposal. Also, GCC is implementing evidence-based prevention efforts in the schools. Since its creation in 2019, GCC has conducted a gaps analysis and needs assessment, strategic plan, workforce plan, and sustainability plan for addressing SUD/ODU in our frontier county.

NEEDS ASSESSMENT

RCORP Core Measures

#	Measure	Definition	Baseline	Data Source
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Project Narrative

1 Core	Total population people in project service area	Total number people in project service area	17,462	Datausa.com (2019)
2 Core	Number of individuals screened for SUD within consortium	Total number of individuals who have been screened for SUD in the past 6 months	Total = 523	470 = GVH 49= Center for Mental Health 4= Western Colorado University ?= Gunnison County Courts
3 Core	Number of non-fatal opioid overdoses in the project's service area	Number of non-fatal opioid overdose within the past 6 months	5	Gunnison Valley Hospital (GVH) Emergency Room
4 Core	Number of fatal opioid overdoses in the project's service area	Number of fatal opioid overdose within the past 6 months	2 1 - Kratom	Coroner
5 Core	Number of healthcare providers within the project's service area who have a DATA waiver	Number of healthcare providers within the project's service area who have a DATA waiver to prescribe buprenorphine-containing products for MAT	0	GVH providers and local primary care providers

Population Demographics

Table 1

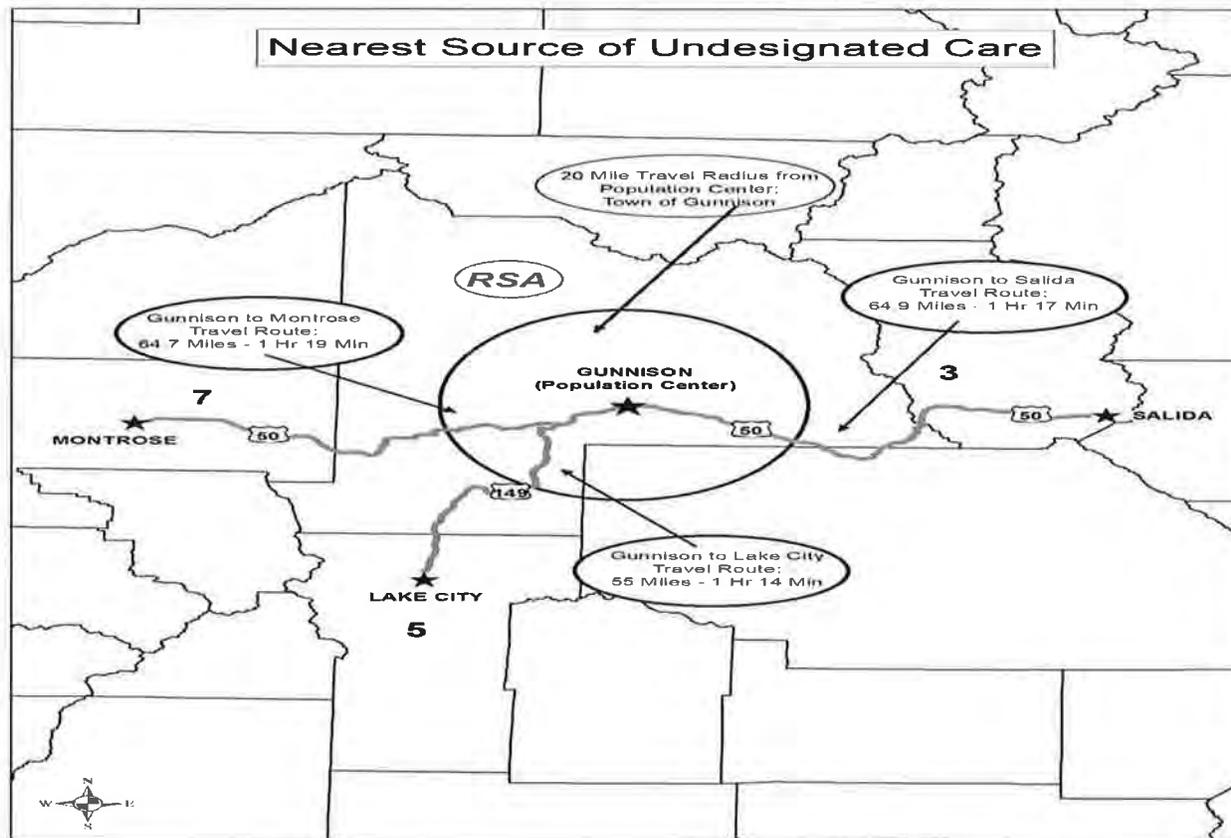
	Gunnison County	Colorado	National	Data Source
Percentage of target population with health insurance	89.6%	91.4%	90%	Census.gov (v2019)
White	94%	87.1%	76.5%	Census.gov (v2019)

Project Narrative

	9.4%	21.7%	18.3%	Census.gov (v2019)
2 or more races	1.9%	3.1%	2.7%	Census.gov (v2019)
American Indian / Native Alaskan	2.6%	1.6%	1.3%	Census.gov (v2019)
Asian	< 1%	3.5%	5.9%	Census.gov (v2019)
Black	< 1%	4.6%	13.4%	Census.gov (v2019)
White alone, not Hispanic or Latino	87.1%	67.9%	60.4%	Census.gov (v2019)
Female	46.1%	49.6%	50.8%	Census.gov (v2019)
Male	53.9%	50.4%	49.2%	Census.gov (v2019)
Children 0-9	9%	14.1%	Not available in age brackets (N/A)	Census.gov (v2019)
Adolescents 10-19	13%	14.3%	N/A	Census.gov (v2019)
Adults 20-65	65%	61.8%	N/A	Census.gov (v2019)
Elderly (over 65)	13%	9.8%	N/A	Census.gov (v2019)
Unemployment Rate	16%	11.3%	14.7%	Bls.gov(May, 2020)
Poverty Rate	14.1%	11.5%	14.6	(WelfareInfo.org 2019)
Children Below Poverty	12.4%	15.6%	17.5	(childstats.gov)
Patients to Clinicians	1339 to 1	1243 to 1	N/A	GVH 2019 survey
Adult Binge Drinking Rate	26%	16%	N/A	(2019 COHRR)
Food insecurity	14%	11%	N/A	(2019 COHRR)

Located thirty miles west of the Continental Divide and surrounded by mountains, Gunnison County is the fifth largest county by area (3,239 square miles) in the state of Colorado, with fewer than 5 people per square mile. The largest city in this frontier county is the City of Gunnison, which is over 65 miles and two mountain passes from any city with a population of

over 25,000 people.⁴ According to the 2017 U.S Census data; Montrose has a population under 25,000, Salida is under 6,000 and Lake City has population of less than 400.



Gunnison County has a low unemployment rate and a well-educated population. The median household income in Gunnison County is \$54, 979 compared to the state, which is \$77, 127. The percentage of people 25 and older living in Gunnison County with a bachelor's degree or higher is 38.5% compared to the state, which is at 25.2%. While many residents in Gunnison County are highly educated, they get paid \$22,148 dollars less per year on average making the rural community residents vulnerable to financial insecurities. Many families lack basic necessities such as affordable housing, access to child care, job security, and access to health care. The Gunnison Valley Housing Needs Assessment found that just 1% of rentals had vacancies and the percentage of residential units in the Gunnison Valley that house local residents has been decreasing while the number of second/vacation homes has been on the rise.⁵ This has forced families to relocate further from work or settle for substandard housing conditions. While an

⁴ U.S. Census Bureau, QuickFacts, 2018

⁵ Gunnison Valley Housing Needs Assessment, November 2016

Project Narrative

estimated 83% of children under age six live in households with both parents in the workforce, there were only 368 full-time licensed child care slots for the 779 children under the age of five (2017).⁶ Finding affordable health care is also a challenge in Gunnison County. Over 10% of adults under age 65 are uninsured and Gunnison County is designated as a Health Professional Shortage Area (HPSA) for primary care providers and mental health providers.⁷ In addition, Gunnison County is growing rapidly. From 2010 to 2018, the overall population of the county has grown 12.5%, further increasing the demand on the existing limited resources of this rural community.⁸

Gunnison County is in the state's Region 10, a group of under-served western Colorado counties with higher rates of youth substance abuse, minimal prevention resources, and limited access to treatment with no inpatient services and no intensive outpatient treatment options. Region 10's need for increased prevention, education, and early intervention to address youth substance abuse disorder needs was highlighted in a February 2017 report produced by the Keystone Policy Center ("Bridging the Divide: Addressing Colorado's OUD Needs"). Community stakeholders particularly called for more resources in schools, including School-Based Health Centers, case managers, school/provider linkages, and mental health teams in school districts. They also discussed the importance of education to counter the normalization of substance abuse and ease of access to substances.

SUD/OUD Prevalence

#	Measure	Data for Target Population	Colorado Data	National Data	Data Source
1	Number of SUD/OUD hospitalizations and/or emergency room visits in the target rural service area in the past 6 months	204			GVH

⁶ Gunnison County Early Childhood Landscape, 2017

⁷ U.S. Census Bureau, QuickFacts, 2018

⁸ U.S. Census Bureau QuickFacts, Population Estimates, July 1, 2018

Project Narrative

2	Prevalence or incidence of SUD in the target rural population by type in 2019				GVH
	Alcohol	140			
	Psychostimulants	19			
	Opioids	26			
	Other – Cannabis, sedatives, hallucinogens and polysubstance use	19			

The lives of Gunnison County residents have been impacted negatively by OUDs. There are several indicators that explain the extent of opioid use and misuse in the County. These include estimated OUD prevalence, opioid-related deaths, prescription drug misuse and access, opioid-related emergency room visits, opioid prescriptions, declining mental health of residents, positive opioid drug test results, self-reported recovery court drug use, and self-reported prescription and illicit opioid use. In addition to these measures, the existing OUD workforce and the community identified substance abuse risk factors help to explain the risk of OUD for Gunnison County residents.

COVID-19 has immensely impacted our entire community. Due to the high numbers of cases, Gunnison County’s local public health orders restricted any tourists from coming into the community from March 13th through May 31st, 2020 with continued restrictions throughout the fall. The impact of the pandemic is far reaching in this tourist-driven community. The toxic stress affecting community members is significant and is compounded by isolation, anxiety, depression, and a lack of resources. Since COVID-19, we have seen a significant increase in the number of neglect cases. From October 2019 quarterly report to June 2020 quarterly report substantiated neglect cases doubled. Additionally, in 2020, compared to the same time period in 2019 liquor excise tax revenues went up 15.7% in March, up 4.1% in April, up 49.7% in May (Colorado State Epidemiological Outcomes Workgroup, 2020). Gunnison Valley Hospital

Project Narrative

(GVH) has seen a 500% increase in admits to the ER for behavioral issues for adults in 2020. The primary diagnosis seen in ER visits include: anxiety, suicide attempt or ideation, alcohol and opioid non-fatal overdose, depression, hallucinations/bizarre behavior. Since January 2020, there has been an 18% increase in visits for suicidal ideation and a 10% increase in alcohol non-fatal overdose in primarily our adult population. Gunnison County is likely to see a continued increase in substance use and abuse, domestic violence, child abuse/neglect, and other behavioral and health outcomes of ongoing toxic stress as the COVID-19 pandemic continues. This pandemic has really amplified the “have and have not’s”. The economic impact and struggles with meeting basic needs are not valley wide; some businesses have been able to remain stable and, in some cases, thrive while others have had to “close-up shop”. As stated by our Public Health Director and District Court Judge – those who were struggling are really struggling now or in crisis; many who weren’t struggling are struggling now. This is very true of our community members in recovery, on probation and in Adult Problem Solving Court.

Estimating the prevalence of OUD is one way to approximate the number of residents in need of treatment. This method of extrapolation is useful for small, rural communities that do not have access to county-level prevalence data. The method below is credited to JBS International, a technical support consultant for HRSA.

1. Identify Statewide Prevalence Substance Use Disorder Rate- SAMHSA 2016-2017 State Data Tables and Reports from NSDUH <https://www.samhsa.gov/data/nsduh/state-reports-NSDUH-2017>
2. Identify Target Population Using Census Data- United States Census Bureau Fact Finder https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml
3. Multiply prevalence rate by target population

As seen in the table below, young adults 18 to 25 years old have the highest rate of OUD, with approximately 568 residents affected. Overall 1,138 residents 18 years old and older need OUD treatment. At first glance, these numbers may indicate that a relatively small number of individuals are impacted by OUD. However, the impact of opioid and OUDs in a rural area resonates beyond the individual: children, family members, community, and emergency responders are all adversely impacted. To add to the complexity of treating substance use in this community, Gunnison County only offers outpatient treatment services; there are no inpatient services or intensive outpatient programs.

Table 3

Estimated Prevalence of Substance Use Disorder, Gunnison County					
	12 or Older Estimate	12-17 Estimate	18-25 Estimate	26 or Older Estimate	18 or Older Estimate
Colorado Substance Use Disorder Prevalence*	8.76%	5.60%	19.39%	7.39%	9.07%
Gunnison County Population	13416	872	2929	9615	12544
Estimated SUD Prevalence in Gunnison County	1175	49	568	711	1138

⁹Table created by Katherine Melland

Existing SUD/ODU Services and Programs

Prevention

The GCSAPP coalition spearheads a county-wide substance abuse prevention effort which uses education, policy, and programming informed by community data, needs, and culture to promote protective factors and reduce risk factors. The coalition consists of key community organizations including law enforcement, health and human services, juvenile services, the school district, the Center for Mental Health, city and county policy makers, parents, youth and WCU. The unified prevention objective is to increase protective factors and decrease risk factors for community members, with a focus on youth.

Opioid specific programming includes “Take Meds Seriously” a state-level campaign advocating for safe use, storage and disposal of prescription drugs, and permanent prescription drug drop-off locations. In the 2017 Community Survey, 59% of respondents indicated that they knew where to deposit unused or unwanted prescription medications. In October of 2019, WCU and the Crested Butte Marshall’s office participated in the nation-wide prescription drug take back event. Lock boxes were distributed to participants as an incentive and a way to improve safe storage in the community.

Another prevention effort in Gunnison County since 2010 is the Choice Pass Program. Choice Pass is open to all youth and parents of 6th -12th grades and supports students’ commitment to remain alcohol and drug free throughout the school year. Youth in the Program commit to not using substances and agree to make healthy decisions and in exchange receive discounts to the local ski resort, the community center and businesses. Additionally, youth are offered

⁹ https://www.gunnisonvalleyhealth.org/documents/Community-Health-Needs-Assessment/Gunnison-Valley-Health-CHNA-Implementation-Report_Final.pdf

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opportunities to engage in leadership programs, build skills, and have opportunities for recognition in the community for their healthy choices. In order to ensure youth accountability, at least 60% of youth in the Program are randomly drug tested annually. The Choice Pass Program also ensures parent accountability by requiring parents to sign a pledge with their youth and tailor the pledge to their household and explain how they will be available to their child. The Program includes parent education classes for youth and parents to help educate and navigate difficult conversations that surface during adolescence. There are four ways in which a youth may violate the Choice Pass Program pledge: a failed drug test; interaction with law enforcement; suspension or substance violation at school; or self-report from family. When a violation occurs there is a youth-professional meeting to understand the circumstances around the violation and also a youth-parent-professional meeting to determine how to regain the pass privileges. These components allow for early intervention and provide a space to begin the conversation on addiction.

GCSAPP provides direct social-emotional education in the RE1-J school district for all 6th and 9th grade health classes in Crested Butte Community School. The RE1-J school district, with the help of GCSAPP is implementing social-emotional curriculum in the elementary and middle school population across the district. GCSAPP also facilitates the Sources of Strength (SOS) program in Crested Butte middle school, Gunnison middle school, Gunnison High School, and WCU. SOS is an evidenced-based, suicide, bullying and sexual violence prevention program and Gunnison County is utilizing this program as an environmental strategy implementing it across the school district, University, and the community as a whole.

Additional prevention efforts of GCSAPP include employing two specific strategies related to the identified risk factors: promoting positive youth development broadly across the community; and educating the community about the impact of toxic stress to increase family friendly business practices. These two efforts are in the infancy stage of implementation. Educational events are starting in 2020 to help leverage these two efforts and integrate these strategies into the community wide prevention framework.

Prescription related prevention efforts are taking place in primary care offices, orthopedic offices, dental offices, at the pharmacies, and at GVH. Prescribers county-wide noted that they utilize the Prescription Drug Monitoring Program (PDMP) to prevent overprescribing opioids. One primary care physician explained that a local practice has a prescription drug

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contract, which involves periodic randomized drug testing to make sure people are using prescription medications correctly. A pharmacist indicated that Walmart will not write larger than a seven-day opioid prescription at one time. At City Market, the other major pharmacist in Gunnison, a prescription for over seven-days will trigger an alert. Both pharmacies are including education materials with opioid prescriptions and Walmart is offering a free opioid disposal solution (DisposeRX) to help customers safely dispose of unwanted medications. Additionally, through the RCORP planning grant the City Market pharmacy has partnered to supply Narcan to community members free of charge and will provide education in conjunction with the GCC to individuals who are distributed the medication. Physicians were notified of this collaboration and are educating patients about this opportunity, and one practice has Narcan available at their two clinics.

In 2018, GVH joined the Colorado Opioid Safety Pilot, a program aimed at reducing opioid prescriptions administered in the emergency department. The pilot program was extremely successful, reducing the quantity of opioids administered by 31% compared to the same time period in 2016. The program focused on providing alternative pain medications and educating patients on the risks of opioid use. Beginning in October of 2019, GVH continued its prevention of opioid use through CO's CURE project. The project ran from Oct 1, 2019 to March 31, 2020. The goal of this project was to achieve a 15% reduction in opioid use. The hospital implemented the initiative's 4 pillars to reach this goal: limiting opioid use, using alternatives to opioids (ALTOs) for the treatment of pain, implementing harm reduction strategies and improving the treatment and referral of patients with OUD. The Emergency Department Chief Nursing Officer worked with GCC to understand current preventative, harm-reduction, and treatment efforts in order to collaborate in the distribution of Narcan and referral practices.

There are alternative pain treatment options available in Gunnison County such as acupuncture, massage, meditation, energy work, and CBD. The GVH has a newer department, Integrative Therapies, which promotes the use of alternative medicine to deal with many issues and specifically pain. This department is not well known in the community as it is relatively new. Also, these alternative options can be costly and may not initially be covered by insurance. Further education and awareness is needed, however, the program does enjoy the support of local physicians, many of whom make referrals to alternative medicine practitioners through Integrative Therapies. A naturopathic doctor and a local dentist collaborated to create a "Non-

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Prescription Post-Operative Instructions for Pain, Swelling and Healing” protocol for patients following certain dental surgeries. These types of collaborations could extend between practitioners and prescribers to create a community-wide non-prescription protocol for pain relief. The Gunnison County health professionals report a willingness to work together to make community solutions available, affordable, and accessible to residents.

WCU utilizes the Screening, Brief Intervention, Referral to Treatment (SBIRT) tool to screen for OUDs. Similar screening tools are used at doctors’ offices, health and human services, and counseling centers. School staff and youth serving professionals are currently being trained in motivational interviewing and future SBIRT trainings are in the planning stages.

Treatment

For residents struggling with OUD in Gunnison County treatment services are limited. Community members identified three main types of treatment options that are offered in the county: treatment of overdose by Emergency Medical Services (EMS) and the hospital; outpatient counseling services by the Center for Mental Health and private therapists; and recovery court and probation through the judicial system.

Whenever an overdose is suspected, EMS is typically the first to respond. Law enforcement often responds to overdose calls to secure the scene and assist with treatment if necessary. EMT and law enforcement agents in the county are trained and equipped with naloxone and are able to administer the drug to revive opioid overdose victims. If necessary, patients are transported to GVH. The hospital currently fills the role of a medical detox facility though is not designed to be a multi-day detox facility. Law enforcement is often required to wait with intoxicated patients at the hospital until they are sober enough to be released. This effectively reduces the capacity of law enforcement to respond to other calls and needs within their jurisdiction. The hospital does refer patients to the Center for Mental Health for substance abuse counseling and provides follow-up when available. The hospital also treats chronic pain patients and utilizes its Integrative Therapies department to advise patients about alternative treatments for pain. There is also a physiatrist at the hospital who sees patients with chronic pain. While the physiatrist is not a pain management specialist, several key informants indicated that they refer patients with chronic pain to his office for treatment.

The Center for Mental Health (CMH) is a key player in substance abuse counseling in Gunnison County. Currently, the Center provides individual therapy, group therapy, medication

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management, case management, peer services, and other traditional outpatient care. For group therapy, CMH has implemented MORE (Mindfulness Oriented Recovery Enhancement) an evidence-based treatment for OUDs. CMH has offered a Chronic Pain Management Group though it is not currently available. CMH's regional office has access to the following MATs – Antabuse, Campral, Naltrexone, and Vivitrol. However, CMH does not currently offer MAT with Suboxone, a SAMHSA Certified Opioid Treatment Program. The Center for Mental Health in Montrose, a slightly larger city about 65 miles from Gunnison separated by a mountain pass, is able to provide MAT with Suboxone but the provider is currently unable to take new inductions. There are two physicians in Gunnison who were certified to provide MAT with Suboxone but these physicians are relocating outside of the county. There is currently no MAT for Gunnison County residents without the barrier of more than 80 miles over at least one mountain pass. This adds to existing transportation barriers for residents to access mental health and physical health treatment options.

Gunnison county residents who are charged with a drug-related crime may be offered the option of participating in recovery court (commonly referred to as drug court) in lieu of serving jail time. Recovery court is a seven-month to 2-year program that focuses on supporting the defendant in their recovery from substance abuse. A team including a probation officer, a substance abuse counselor from CMH, the District Attorney, Public Defender, Judge, Alcoholic Anonymous (AA) representative, the Police Department, the Sheriff's Department, Public Service, and the Problem-Solving Court Coordinator work with the defendants throughout the program. All defendants appear in court together twice a month and are randomly drug tested 2-5 times per week. Part of this process is Moral Recognition Therapy (MRT) where a defendant's peers decide if they pass each step. Recovery court has approximately a 75% success rate overall. A very recent change in the drug laws makes most felony drug possession cases misdemeanors which is predicted to decrease the number of recovery court participants and to make it easier for residents to avoid the threat of a jail sentence or recovery court. This may have an unintended consequence of decreasing the number of individuals who choose this method of treatment/recovery.

Recovery

As with all types of addictions and OUDs, the key to recovery is connection. Community members in recovery from OUD noted that Alcoholics Anonymous (AA) meetings are crucial to

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their daily sobriety, and that going with a friend or companion to the initial AA meeting was helpful, and attending with someone also helped continued attendance at the meetings. However, Gunnison County is home to many small communities and anonymity is difficult to navigate in the close-knit communities. SMART Recovery (Self-Management and Recovery Training) and Celebrate Recovery, a faith-based recovery group, are also offered in Gunnison County. Celebrate Recovery is currently being offered at a local church in the City of Gunnison though community members in recovery noted that not everyone is open to faith-based options, and there is little data to support Celebrate Recovery's effectiveness. Key informants and community members with lived experience noted that Narcotics Anonymous (NA) groups are occasionally available though most informants did not know if the group was currently available or who to contact to find out if it was available. Respondents suggested that a consistent NA group could help people in recovery feel a part of a community and less isolated. More WCU students indicated that they knew of recovery efforts in Gunnison County compared to campus-based recovery efforts.

Gaps and Unmet Needs

Gaps in Prevention

While Gunnison County has a robust substance abuse prevention program for youth, there are three main areas of prevention that could be improved to reduce OUD in Gunnison County. These include community substance use education and awareness, prescriber-patient communication, and improved mental health services. Additionally, adult specific prevention efforts are non-existent in the county.

Community-wide Substance Use Education and Awareness

- Lack of Education on the Extent of OUDs
- Lack of Adult Specific Substance Use Prevention Education
- Need for a more targeted substance abuse prevention approach for elementary school students and their parents
- Need for Improved Social Norming Education
- Need for more engagement of LGBTQ and trauma-impacted youth
- Lack of Community-wide Addiction Education
- Need for Improved Substance Use and Mental Health Stigma Reduction
- Need For Improved Awareness of Existing Prevention Efforts

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- Prescription Take Back Events
- Permanent Take Back Locations
- Take Meds Seriously campaign
- Walmart Dispose RX
- Education on Toxic Stress
- Need for increased awareness of fentanyl-laced counterfeit prescriptions

Improve Provider-Patient Communication

While prescribers are using the PDMP and have a high awareness of OUD, there is a disconnect between this knowledge and the information community members feel that they are receiving from their doctors. There is a sense that prescribers are not having important conversations with their patients about the dangers of opioid use and about the advantages of alternative treatment options for pain.

- Lack of provider knowledge of mental health services
- Lack of referral protocol to existing mental health services
- Need for unified messaging between primary care physicians, orthopedic surgeons, pharmacists, dentists, and psychiatrists on opioid use and expectation of pain
- Lack of communication by providers on realistic pain expectations
- Lack of referral to alternative treatment for pain
- Lack of provider addiction risk assessment tool

Mental Health Services

- Shortage of mental health workforce
- Barriers to access existing mental health providers
 - Rural Stigma
 - Cost
 - Timeliness of available appointment
 - Lack of knowledge of treatment modality options
- Lack of promotion of how to stay mentally healthy
- Lack of diversified Helpers for diversified populations (children, youth, young adults, adults)
 - Need for additional Peer Support Specialist

- Need for increased capacity for education for medical and mental health providers who interface with youth and individuals experiencing toxic stress

Gaps in Treatment

Gunnison County is experiencing the struggles that are regularly cited in Rural Behavioral Health literature: stigma, lack of access to mental health services, and lack of communication of available resources. There is a portion of community members who are unlikely to seek out mental health services upon referral of their primary care physician and an independent attitude of community members who are not open to receiving mental health services. Community professionals identified a lack of knowledge of services offered by specific providers as a barrier and only having two integrated behavioral health specialists in the community to help bridge that gap. Outside of traditional therapy and counseling, health professionals identified the need for diversified OUD “helpers” for client referral. This could also reduce the barrier of seeking traditional mental health services.

The current SUD workforce is severely under-equipped to meet the needs of the millions of Americans living with OUD. According to the National Survey on Drug Use and Health, in 2017, an estimated 20.7 million Americans needed treatment for SUD, but only 4 million reported receiving any form of treatment.¹⁰ This shortage is reflected in Gunnison County. Gunnison County is designated as a Health Professional Shortage Area (HPSA) for primary care providers and mental health providers. Additionally, Gunnison County has been identified as having the highest level of need as a HPSA for OUD.¹¹ As indicated in Table 4 below, Gunnison County has fewer primary care physicians, dentists, and mental health providers per resident than the state of Colorado (2019). To serve the estimated 1,175 residents in need of OUD treatment, Gunnison County has one psychologist, one licensed social worker, two licensed marriage and family therapists, three licensed addictions counselors, and one licensed psychiatric mental health nurse practitioner. While there are five orthopedic surgeons, there are only six primary care physicians in the entire county.¹² Additionally, there are no inpatient OUD facilities in Gunnison County and there are no providers currently offering Medication-Assisted Treatment

¹⁰ Substance Abuse and Mental Health Services Administration, Center for Behavioral Health Statistics and Quality
Rockville, Maryland 20857, September 7, 2018

¹¹ Substance Abuse and Mental Health Services Administration, 2019

<https://cdphe.maps.arcgis.com/apps/SimpleViewer/index.html?appid=9f17f6155cde42aab58b0ccf65a179d5>

¹² Colorado Health Institute, Workforce Data, 2017; <https://www.coloradohealthinstitute.org/data>

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(MAT) with Suboxone for OUD. Currently community members must travel outside of Gunnison County to the nearby cities of Salida, Montrose, Grand Junction, or make the 4-hour trek to Denver to receive these treatment options.

Table 4

County Health Rankings, 2019	Gunnison County	Colorado	U.S Best
Population to Primary Care Physician	1,260:1	1,230:1	1,050:1
Population to Dentist	2,420:1	1,260:1	1,260:1
Population to Mental Health Provider	460:1	300:1	310:1
Preventable Hospital Stays per 100,000 Medicare enrollees.	1863	2,900	2,765

The Center for Mental Health (CMH) is the largest mental health care provider in Gunnison County. Three clinics serve the county: one in Gunnison, one on the WCU campus, and a new center in Crested Butte. From January 2016 through September of 2019, CMH has served approximately 5,300 clients county wide. Approximately 4% of clients served during that time received substance abuse related services. This does not capture co-occurring substance abuse diagnosis, only primary diagnosis of OUDs.

At WCU, there are two full-time and one part-time counselors to serve over 3,000 degree seeking students. During the 2019 school year, these counselors saw an average of 79 unique clients per month and over 1,100 appointments from January 2019 to October 2019. After recent events on campus including 2 student deaths by suicide and opioid overdose, students indicated a need for additional counseling support.

In 2019 a continuing medical education dinner was held and 15 prescribers who attended the event discussed current workforce shortages. Needs that were identified were an increase in mental health professionals, crisis services, a short screening tool for medical providers to assess addiction potential, a mental health referral protocol, and increased knowledge about which current therapists provide Cognitive Behavioral Therapy. Additionally, there was an identified need for diversifying what “help” looks like. In rural areas, there is an increased barrier of community members seeking out mental health services and the stigma around mental health is disabling.

Gunnison County has been utilizing the peer support specialist and family support model in the hospital, at the Center for Mental Health, and at Juvenile Services. Gunnison County currently has three peer support/family support specialists and has a need to increase those services. The

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hospital's peer support specialist has seen 109 unique clients since February of 2019. Currently the RE1-J school district does not have any mental health professionals on staff. There are 10 school counselors for the PK-12th grade youth in Gunnison and Crested Butte serving just over 2,000 students and less than 20% of their time is dedicated to mental health counseling. In recent focus groups local high school youth have voiced a need for more mental health services.

Gaps in Recovery

Gunnison County residents would benefit from improved recovery services for OUD and OUD. While there are sporadic recovery meetings, the biggest gap cited was a consistent recovery program, such as NA, and support for families affected by addiction. In addition, basic necessities such as affordable housing, child care, employment support, and transportation options are necessary to support residents' long-term recovery.

Recovery Services for Individuals

- Need to Increase and Diversify Recovery Efforts
- Increase Sober Activities that Increase Connectedness and Belonging

Recovery Services for Family

- Need for Family Support Services
- Need for Family Recovery Education
- Need for Family-friendly and Sober Events

Community Focused Efforts

- Need to Address Community Norms Favorable Towards Substance Use
- Need for Outreach To Recovery Community To Continue To Learn Of Needs
- Need to Reduce stigma associated with addiction and recovery

Basic Needs

- Severe lack of affordable housing
- Need for additional child care slots and tuition assistance
- Need for extended Food Pantry hours
- Need for out-of-county transportation services

METHODOLOGY

Methods for Fulfilling Core and Additional Activities

Methods for Fulfilling Prevention Core Activities:

1. Provide Culturally and Linguistically appropriate education. The GCC will provide at least 4 community education events to improve the public's understanding of evidence-based prevention, treatment, and recovery strategies for SUD/ODU. The GCC will work with the Colorado Consortium for Prescription Drug Abuse to provide trained professionals for presentations and to stay up-to-date on the newest evidence-based programs. The GCC will work with the school district and GCSAPP's Choice Pass Program to market events to youth and their parents. Choice Pass has 615 youth and their parents enrolled and all parents must attend one education event per year. The GCC will provide translation and interpretation for Spanish speaking community members and will work with the Multicultural Resource Center in order to understand the need for other languages that are spoken in the community to assess if access to language link service or other interpreting resources is needed. The GCC's Education and Messaging Subcommittees will work with multiple stakeholders across the community to promote events, including the recovery community, the hospital, and local churches. One event will also be held on WCU's campus and information will be tailored to the young adult population. The Youth Prevention Coordinator for this grant will work with the Peer Health Educators to deliver a campus presentation and to recruit WCU students to attend. The GCC will continue to disseminate the "Humanizing Addiction" documentary which was created locally as part of the RCORP 2019 Planning grant. This 30-minute documentary is aimed at decreasing stigma around addiction and mental health. In addition to this documentary the GCC also has recorded 8 interviews with community professionals and individuals with lived experience that will be housed on Gunnison County's website and linked from other GCC members' webpages. All education events will be recorded so that the Consortium can increase sustainability by having them available for future use. The Consortium's Education Subcommittee will lead this effort with direction from the Project Director.

2. Increase Access to naloxone and training on overdose prevention and naloxone administration. The GCC will provide 4 Naloxone trainings to further the education of our health providers, law enforcement, and community members and train participants to administer Naloxone if needed. Participants will leave with the knowledge and Naloxone in hand to help the greater community. Naloxone will be available at designated sites across the community that employ individuals who have been trained in administration. The City Market Pharmacist will have Naloxone available for free for any community member who comes to the pharmacy and

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receives training at the pharmacy. As part of this effort the GCC will also ensure that education and materials about safe storage, disposal, and overdose are translated for the Latino community. In order to inform the community about the efforts and success the GCC is addressing there will be two published newsletters that will be distributed throughout Gunnison County. The newsletter will also be shared at the state level through the Colorado Department of Public Health and Environment (CDPHE). In order to disseminate information throughout the community information will be available via multiple medias; radio, paper, electronic, and informational cards. The GCC will identify key locations and organizations to help disseminate information using focus groups with youth, the recovery community and University students. The Community Health Worker and Adult Prevention Coordinator will lead this effort.

3.Implement year-round drug take-back programs. Gunnison County currently has ongoing drug take-back drop sites. Efforts will be targeted at increasing the community's knowledge of where drop off sites are located and why it is important to dispose of unused medications. As part of this effort the GCC will also ensure that education and materials about safe storage, disposal, and overdose are disseminated across the community in hard copy as well as online and are translated for the Latino community. Additionally, the GCC is working with City Market pharmacy to distribute Dispose Rx packets with opioid prescriptions so that community members can safely dispose at home. The Adult Prevention Coordinator will coordinate efforts with local law enforcement and media outlets with support of the Messaging Subcommittee.

4.Increase and support the use of school-and community-based prevention programs that are evidence-based. GCC's lead organization, GCSAPP, has a 12-year history of working with the RE1-J School District to provide direct service in the school through prevention education curriculum that is evidence-based and youth facing. The Youth Prevention Coordinator will work with the RE1-J School District nurse to evaluate current curriculum and ensure that prevention programming is evidence-based and delivered with fidelity. The Youth Programming Coordinator will also directly work with the middle school, high school and University's LGBTQ groups to increase programming and prevention efforts. According to the CDPHE, youth who identify as LGBTQ are at a higher risk for substance use, misuse and suicidal behaviors (CDPHE, 2019). This is substantiated locally using the data from Healthy Kids Colorado Survey (2019). Additionally, the GCC will educate coaches, teachers and other trusted adults about addiction and mental illness in order to have continuous conversations with youth

about healthy behaviors and risk and protective factors. The Consortium is working with the RE1-J school district to financially support direct prevention services in the school for sustainability. The Peer Health Educators and Youth Programming Coordinator will work together to create talking points and provide training to the target audience.

5. Identify and screen individuals at risk for SUD/ODU and provide or make referrals to prevention, harm reduction, early intervention, treatment, and other support services.

GCC will work with the RE1-J school district, healthcare providers, juvenile services and the criminal justice system to agree upon an assessment tool to screen for addiction risk.

Assessments will be given as part of the screening process at the schools, as part of health check-up, before prescribing medications, as part of intervention programs and pre-sentencing.

Assessments will be for the purpose of providing referrals to prevention, harm reduction, early intervention, treatment and other supportive services. The GCC will use a Public Health lens when choosing an assessment tool that is informed by the Social Determinants of Health and Toxic Stress lens. According to Nadine Burk Harris, California's Surgeon General, all prevention programs that aim to reduce substance abuse need to address toxic stress. This is substantiated by Dr. Vincent Felitti's Adverse Childhood Experience (ACE) study at Kaiser Permanente's Department of Preventive Medicine in San Diego. The ACE study, which included 17,000 participants, demonstrated that compulsive use of nicotine, alcohol and injected street drugs increase proportionally in a strong, graded, dose-response manner that closely parallels the intensity of adverse life experiences during childhood (Felitti, 2004). According to Dr. Nadine Burk Harris, a person with four or more ACE's 10-point assessment is five and a half times as likely to be dependent on alcohol, and ten times as likely to use intravenous drugs as a person with zero on the ACE. Anyone trying to prevent youth from developing dependencies to substances needs to understand the impact of exposure to early adversity. The Project Director and all GCC members who represent health, education, recovery and criminal justice system will be the lead on this activity.

Methods for Fulfilling Treatment Core Activities:

1. Screen and provide (or refer) patients with SUD/ODU who have infectious complications.

GCC will work with Gunnison County Public Health, the GVH and the Criminal Justice system to screen individuals who are at risk of having an infectious disease from SUD/ODU and refer or provide treatment. As part of this effort the Gunnison County Public Health nurse will provide

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education to identified organizations on signs, symptoms and screening as well as education on types of infectious disease and potential complications. Currently, GVH is conducting screening and treatment for individuals who self-report having a SUD/ODU and those that indicate a potential for a SUD/ODU at the emergency room or family medicine clinics. All individuals needing services will be served by Gunnison County Public Health, regardless of insurance or Medicaid coverage. The Community Health Worker and Leadership subgroup will take the lead on this effort.

2. Recruit, train and mentor interdisciplinary teams of SUD/ODU providers – including Medication-Assisted Treatment (MAT), Cognitive Behavioral Therapy (CBT), Trauma Informed Therapy, and other evidence-based approaches. As part of the RCORP 2019 Planning grant the GCC has been working with Gunnison Valley Family Physicians and the GVH; both organizations have expressed interest in the potential of providing MAT services with support from other community partners. GCC will continue to work with these two organizations to provide education, financial support and collaboration to help secure MAT services for Gunnison County residents. GCC will work with health professionals to create a multidisciplinary team – MAT certified service provider(s), mental/behavioral health therapist, psychiatrist, physical therapist, integrated therapy, peer support specialist, and community health worker in order to help support the health professionals and individuals receiving services. As part of this effort the GCC will provide Motivational Interviewing trainings, Cognitive Behavioral Therapy and trauma informed training for all peer support specialists, community health workers, individuals with lived experience and behavioral health providers. GCC will also work with health professionals and appropriate leaderships to create an incentive-based program to increase training in SUD, trauma therapies and Eye Movement Desensitization and Reprocessing (EMDR) for community professionals. Increasing the education and skills of current providers in the community is a sustainability strategy. The Project Director and Education Subcommittee will take the lead on this effort.

3. Provide ongoing professional development opportunities. GCC will continue to work with the Colorado Consortium for Prescription Drug Abuse and CDPHE to identify evidence-based MAT curriculum for healthcare providers, coordinate continuing education events for participating healthcare providers and prescribers to enhance participants' understanding of addiction, reduce participants' bias toward persons with OUD and MAT services and create a

community of support. GCC will hold two events annually that will provide professionals with continuing medical education credits and COPIC credits as incentives for participation.

Increasing the education and skills of current providers in the community is a sustainability strategy. The Leadership subgroup and the Education Subcommittee will lead this effort.

4.Reduce barriers to treatment including supporting integrated treatment and recovery.

GCC will work with the GVH Integrated Therapies department and practitioners to create a comprehensive list of complementary service providers. The GCC and Education Subcommittee will educate the community on the complementary service providers through written text and online platforms. The GCC and Education Subcommittee will provide education to complementary service providers on addiction and mental health through professional development opportunities, continuing medical education events and community events in order to reduce bias toward persons with SUD/OD. The GCC will explore funding sources that provide financial assistance to help reduce barriers to accessing OUD treatment services – creating a voucher system. Foundation grants through the Community Foundation of the Gunnison Valley, Colorado Health Foundation, Rocky Mountain Health Foundation, state and federal grants will be reviewed quarterly by the Project Director and Leadership subgroup. Locally, GCC will recruit a provider group who are willing to participate in a multi-disciplinary treatment approach at a reduced-cost to SUD/OD individuals and who are willing to participate in a voucher system once funding is in place. The voucher system and provider group will help ensure that everyone who needs services will be provided services regardless of insurance or Medicaid coverage. The GCC will educate those providers on addiction and mental health through professional development opportunities, continuing medical education events and community events in order to reduce bias toward persons with SUD/OD.

5.Strengthening collaboration with the criminal justice system and law enforcement. GCC

will use a multipronged approach to provide education on mental illness, toxic stress, and addiction to law enforcement, judicial employees, probation, the detention center, the District Attorney's Office, public defenders, and others as identified. The GCC will continue to work with GCC partners to help support current efforts of Adult Problem-Solving Court. Adult Problem-Solving Court is a multidisciplinary team including the probation officer, a substance abuse counselor from the Center for Mental Health, the peer support specialist from the GVH health system, a representative from law enforcement, the district attorney, a public defender, a

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drug court coordinator (a judicial employee), the victims advocate for the police department and a representative from AA. This program is an option for some defendants charged with a drug-related crime that need substance abuse treatment. Recovery court defers the jail sentence and requires the defendant to participate in an intensive 7-month to 2-year recovery program. The GCC will help to strengthen collaboration with the criminal justice system and law enforcement by addressing the identified opportunities for expansion of the program – D&N cases involving substance abuse and individuals sustain repeat DUI's. The GCC will also help to promote the Co-responder program that is a collaboration between the Center for Mental Health and the local law enforcement agencies. Gunnison Police Department is the administrator for a Department of Local Affairs grant which provides a behavioral health specialist to respond with law enforcement within Gunnison County. The GCC will assist with identified opportunities to strengthen this program by providing training for law enforcement and assistance from the Community Health Worker to provide information on treatment and recovery options for individuals who come into contact with law enforcement for SUD/ODU issues. Additionally, the GCC will work with the detention center to distribute Naloxone to inmates upon release, as indicated/needed. The Adult Prevention Coordinator and Community Health Worker will be the leads on this effort.

6. Identify and train providers and administrative staff on proper coding SUD/ODU. GCC will work with GVH, CMH, and other practices to identify appropriate medical diagnosis and treatment codes for OUD and educate providers and administrative assistants on appropriate codes for reimbursement and data collection purposes. This will help to accurately reflect diagnosis, collect data to inform our community efforts and keep services affordable. The Leadership subgroup will take the lead on this effort.

7. Help community members and families navigate treatment options. GCC will work with GVH, CMH, primary care offices, individuals with lived experience and community partners to increase the utilization of current services and increase outpatient services that fit the need/culture of the community. These partners will work together to disseminate information across the community and have targeted messaging to those at risk for SUD/ODU. The GCC will also provide training/education for HHS, Case workers, probation officers, public defenders, district attorney and others as identified on treatment and recovery options in the community. Additionally, these individuals will be provided information on how to help someone regardless

of their ability to pay and ways to connect them to financial resources. The Community Health Worker will be the lead on this effort.

Methods for Fulfilling Recovery Core Activities:

1.Enhance discharge coordination to increase linkages to home and community-based services and social supports (basic needs, transportation, medical and behavioral health, etc.) The Community Health Worker will collaborate with peer support specialists and those with lived experience to help connect community members to resources and provide ongoing connection. The GCC will work with the Community Health Coalition of the Gunnison Valley Basic Needs subgroup to disseminate information of community services for accessing food, housing, childcare and parenting supports, job services and other basic needs. The GCC will work with the detention center to provide connections to peer support specialist with inmates with SUD/ODU upon release to help coordinate treatment, recovery and other supports such as information/access to food, housing and other basic needs resources to inmates upon release. This will also include ensuring that treatment, recovery and other supports are available regardless of ability to pay and education on financial resources. The Community Health Worker will be the lead on this effort.

2.Expand peer workforce and programming. As part of this grant the GCC will hire a Community Health Worker that will specialize in recovery and as part of the qualifications for the position will have lived experience with SUD/ODU. The GCC will support the peer support specialist positions as Consortium members and will financially contribute to GVH and CMH.

3.Support the development of recovery communities, recovery coaches and support services. GCC will work with WCU and Gunnison County to advocate for a housing complex for sober living, will enhance participants' understanding of addiction, and will reduce participants' bias toward persons with SUD/ODU. GCC will explore additional ongoing support programs for recovery that are not faith-based and abstinence-based. GCC will provide frequent, consistent sober community events to change the social norm and expand on youth safe-spaces for substance-free events. GCC will give presentations to city municipalities, key stakeholders and policy makers about addiction, the risk factor of community norms favorable towards substance use, and protective factor of safe spaces for all community members – youth and adults. GCC will advocate for and provide family-friendly community events that are substance-free. The Project Director, all staff on the grant and all GCC members will lead this effort.

Methods for Sustaining Project Beyond Period of Performance

The GCC used the SAMHSA's Strategic Prevention Framework (SPF) model in formulating its sustainability plan during the planning period and will work on building capacity. According to (SPF), capacity refers to the "various types and levels of resources available to establish and maintain a community prevention system that can identify and respond to community needs." While this definition focuses on resources, the SPF goes on to state that capacity also depends on the readiness of both the organization and the broader community to actually commit their resources to addressing the identified problem(s). During the planning period the GCC was able to increase consortium representation from 5 organizations to over 20 organizations/individuals. All consortium members have regularly attended consortium meetings, volunteered to work on subgroups and have pooled resources when necessary to leverage messaging and efforts. The GCC has found that consortium members appreciate the opportunity to carry out initiatives and look for ways to bring others into this work. As one member said "I found myself talking to various community members about the work this consortium is involved in at all of the Holiday parties I went to". In order to sustain the consortium membership and support the GCC will continue to have subgroups and provide meaningful ways for consortium members to participate and drive the work. The GCC will work to engage the target population and enhance support by continuing to compensate consortium members to be at the table as experts, by working with the county's peer support specialists, and by collaborating with the recovery community. Another strategy that will ensure our target population is engaged is working with WCU's Peer Health Educators. The GCC's Youth Prevention Coordinator will work with WCU students on campus to help with prevention messaging, programming and to help understand and address the needs of our young adult population who attend the University. These students also hold jobs in the community at local restaurants, construction companies, resorts, shops and other tourist-driven industries that employ a large number of our target population. Students will be asked to "pass the knowledge" that they receive from the GCC's efforts in order to disseminate information across the community and build connectedness. The Community Health Worker will also work to ensure engagement and support of the target population by working with the Adult Problem-solving Court. By having someone with lived experience available to support community members through the court and treatment process the GCC will learn invaluable qualitative data that will help our community members. The Community Health Worker will inform individuals

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that the mission and goals of the GCC and extend invitations to be part of the consortium in whatever ways they are comfortable with – just to inform, to give feedback, as an ongoing member.

In order to ensure commitment from GCC members and organizations the GCC will develop and abide by a set of policies and procedures that guide leaders' roles in maintaining the GCC including built-in flexibility to address various issues within prevention. The GCC will promote inclusiveness (*i.e.*, everyone has a voice) and ownership among all members. The day to day financial decisions will be overseen by the Program Director and guided by the GCC's strategic plan. Gunnison County manages the financial aspects and oversees major spending and revenue generation.

Financial Sustainability

Although the planning process itself can strengthen capacity, intentional capacity building at all levels helps ensure that successful programs are sustained within a larger community context, and therefore less vulnerable to local budgetary and political fluctuations. Effective capacity building also increases an organization's or community's ability to respond to changing issues with innovative solutions. The GCC has already and will continue to work on building capacity through training and education events as well as media strategies. This grant will allow the GCC to develop and utilize quantifiable metrics to assess impact that foster collaboration and data sharing across organizations to support local needs. The GCC will continue to work with state and local government agencies and key stakeholders to keep informed on current funding potentials and keep them informed on community issues. A complete sustainability plan has been completed by the GCC and will be reviewed annually to ensure that we can maintain the affordability and accessibility of OUD prevention, treatment and recovery services. With the current pandemic, the GCC is starting the process of reviewing our sustainability plan already. One of the efforts that the GCC will fulfill as part of this grant is identifying coding for SUD/OUD that will optimize billing and reimbursement across insurance types. The GCC will work to ensure that those with medical insurance are receiving all of the services needed to treat that individual across modalities and that those services are coded appropriately by the organization to maximize coverage and maintain affordability. The GCC will also work with Gunnison County Department of Health and Human Services in order to assist those who are under-insured or un-insured. The Eligibility team at HHS work collaboratively with GCC and

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will continue to be a strong support for community members. The Eligibility team helps with messaging and to assist individual's enrolling in Medicaid, Medicare and CHP+ (a health insurance for children and expecting mothers). Recently, with workgroups addressing COVID-19 impacts HHS has worked with the GCC to create a resource guide for those needing financial, basic needs, health and mental health supports. The GCC will ensure that services will be accessible and affordable to those in need. The voucher program as part of the core activities of the treatment plan will help individuals receive affordable care. The GCC will work to ensure that no individual will be denied services due to an inability to pay. As part of this work we will also collaborate with Crested Butte State of Mind, a non-profit whose mission is to provide free mental health services to community members.

The GCC has MOU's with the 7th Judicial Court Judge, Juvenile Services, and the Center for Mental health. Each of these members are assisting in looking for resource, grants and community specific ways in which Gunnison County can leverage funding streams to cover the costs of prevention, treatment and recovery services. One example of this the collaboration of Probation and Juvenile Services. These two departments work together on the Juvenile team to problem solve and staff youth who enter into or are at risk of entering into the court system. Funding is often pooled in order to provide mental health services to youth.

WORK PLAN

See Attachment 1

RESOLUTION OF CHALLENGES

Convening community organizations can be a challenging task. Gunnison County has a very engaged professional community; this is a strength and a challenge. The GCC has been able to engage organizations, professionals, and community members who are diverse and representative of Gunnison County. Being a rural community the number of professionals, community members and parents who participate in community-initiated efforts are limited. Engagement of GCC members is strong at present and the GCC will continue to work to keep engagement high. Internal challenges of the Consortium include the ability to maintain cohesiveness of the GCC and staying within our "lane". There are currently three large coalitions that operate in Gunnison County and membership on each coalition overlaps. The Health Coalition of the Gunnison Valley (HCGV) is the largest coalition and is the umbrella in which all other coalitions are under. GCSAPP is a youth substance abuse prevention coalition and is under

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the youth subgroup of the HCGV. As a way to resolve this challenge the GCC now is under the umbrella of the HCGV in order to work more efficiently, not duplicate efforts and share strategic plans. The target population for the implementation grant and the activities identified will continue to broaden the scope of community members and professionals that will participate in the GCC. This will allow the GCC to outreach and engage community professionals, community members and parents who are not currently involved in community level work as well as those who sit on the existing Coalitions in Gunnison County.

Gunnison County has never had a program that addresses adult substance abuse prevention, although we have had a robust youth prevention coalition for the past 12 years. Additionally, Gunnison County has been lacking in providing and understanding the need around OUD/SUD treatment and recovery. OUD and Addiction can be controversial topics. One external challenge that continues to be present is the perception of community members about why people abuse substances and how to approach prevention. This is one of Gunnison County's most challenging determinants of health, stigma. During the past four years our community has implemented the Communities that Care strategic framework to the GCSAPP coalition, which frames prevention in a public health lens, addressing risk and protective factors. In order to minimize the external challenge of stigma the GCC will use the risk and protective factors lens in its efforts. Additionally, the GCC is looking at harm reduction strategies and educating the community on this framework. Harm reduction is fairly new to our community. We don't have any needle exchanges and just recently with the planning grant were able to provide education on overdose awareness and naloxone distribution. In order to resolve this challenge, we have created a local video "Humanizing Addiction" and are using it to facilitate community discussions and dialogue about substance use/misuse and how to support community members who are struggling. We are also working with our pharmacies to provide free naloxone and distribute it to anyone who requests it. The pharmacists are also providing education about overdose concerns to community members who are prescribed an opioid.

Gunnison County has limited resources for behavioral health and even fewer resources for our community members who identify as LGBTQ. According to Colorado Department of Public Health and Environment individuals who identify as LGBTQ are twice as likely to experience SUD's. Currently, the RE1-J school district has a Gay Straight Alliance (GSA) in the high schools, but no support in the middle or elementary school and little education provided to adults

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on how to support youth. Additionally, there are no community programs or supports in place for this population in the adult community or for youth. In order to resolve this challenge Gunnison County is spearheading a Social Emotional Learning (SEL) needs and gaps analysis for the RE1-J School and the HCGV is spearheading a community wide behavioral health needs and gaps analysis to identify potential strategies that decrease risk factors that disproportionately impact underserved populations including the LGBTQ community. The community behavioral health needs assessment will result in a 5-year strategic plan that spans the entire county and uses a lifespan perspective encompassing all aspects of behavioral health. The GCC Youth Programming Coordinator will work with the current GSA's to conduct focus groups and help meet the needs of youth outside of the school. Youth will have a voice in all efforts that are created, following the Positive Youth Development framework.

Gunnison County has more Orthopedic Surgeons than any other medical profession. High impact recreational sports are commonplace in Gunnison County and injuries often accompany those sports. One of Gunnison County's most difficult risk factor is "Community Norms Favorable Towards Substance Use" and that norm is seen in holding on to prescription drugs. In 2017, GCSAPP held a town hall to discuss prescription drug use/misuse. In our discussion around promoting drug takebacks one of our community members said "I pay a lot of money for my prescriptions and if you want me to give them back or dispose of them, you better give me something. If I need medication again, I am going to have to pay for it, so why shouldn't I just hold on to them". This is one of our challenges, changing the norm of holding on to prescription drugs to self-prescribe and medicate at a later date. In order to resolve this challenge, we will work to incentivize drug takebacks, provide education on the risk of holding on to substances and self-prescribing, education on understanding and treating pain, and increasing access to alternative pain management strategies.

Another external challenge that the GCC may encounter is in regards to accessing treatment and the barrier that is created by Gunnison County's geographic location. The current treatment options for OUD/SUD in Gunnison County do not meet the current need. The major gaps in treatment include MAT, pain management, mental health services, intensive outpatient program, and an inpatient rehabilitation/detox facility. According to the Gunnison Valley Health Systems 2019 Community Health Needs Assessment the top two priorities are: 1. Behavioral Health, including substance use and suicide; and 2. Access to Health Services. The only behavioral

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health treatment option is outpatient. There is no intensive outpatient option and there are no inpatient OUD/SUD facilities in Gunnison County. There are no accessible providers currently offering MAT with Suboxone for OUD and the closest service area that has ongoing treatment openings for new clients is 135 miles away. Transportation barriers have also been identified as a challenge in the community in the health field when community members need to receive treatment by specialty professionals such as the services listed above. Additionally, in the Spring of 2021 a major construction project will start on HWY 50 which is the road that provides access to crisis services, MAT providers and inpatient facilities. This project is projected to last for 3 years and will add an additional hour one way to access services. In order to address this challenge, the GCC's workplan includes solutions that are local and obtainable. GVH and GVFP are part of the leadership of GCC and are committed to resolving treatment challenges by dedicating staff to be trained in and administer MAT. The GCC will also work with state and regional partners to increase behavioral health services for Gunnison County residents. GVH and CMH are committed to resolving treatment challenges by increasing education and training of staff to address OUD/SUD through EMDR and CBT. GVH has a new Department of Behavioral Health and is invested in decreasing barriers to accessing care with the increase of peer support specialists, telehealth access and stigma reduction efforts.

The last area of challenge that our consortium is likely to encounter is the landscape of the community and impact from COVID-19. In the past year we have seen an increase non-fatal overdose. We have seen an increase in crisis services and mental health needs. We anticipate an increase need in treatment and recovery services and prevention efforts will be more important than ever in order to increase protective factors to minimize toxic stress. Additionally, in 2021 the Gunnison County Center for Mental Health (CMH) Director left her position and we currently do not have a Director in this position. As stated earlier, the impact of COVID 19 in addition to these local changes in behavioral health systems dramatically impacts our community members. Also, CMH is no longer accepting private pay clients and private providers are at capacity and most only accept private insurance. In order to resolve this challenge Gunnison County is working across municipalities to provide scholarships and increasing access to behavioral health services. The HCGV is conducting a behavioral health scan and analysis in 2021 with community awareness and fund-raising efforts in 2022/2023. Gunnison County is consulting with Tri-county Health to explore a ballot initiative to support behavioral health and

re-appropriation of marijuana and nicotine taxes. The contributions of the GCC are leading these initiatives.

EVALUATION AND TECHNICAL SUPPORT CAPACITY

Activities	Process Indicator	Outcome Indicator
Research, select, and create education that covers addiction and mental health to use to educate community members and professionals.	Research conducted in order to identify evidence-based, promising, and innovative programs for substance prevention with emphasis on opioids. Programs/curriculum evaluated.	Program(s) selected.
Provide education and awareness of addiction to community members and youth – host 2 events annually in each community and ongoing education in schools. One will be held in Spanish.	Education events planned with presentations created and translated.	Events hosted with sign-in sheets for documentation.
Strategically place and leverage “Humanizing Addiction” media campaign. Work with marketing/media company to best leverage media efforts.	Works with consortium members and local media outlets to host media campaign on websites.	Number of postings, webpages and links documented and where possible track number of watches.
Provide education on evidence-based strategies for prevention, treatment and recovery of mental illness and addiction to primary care providers, law enforcement, judicial employees, probation, the detention center and emergency services departments, District Attorney, public defenders, youth serving organizations and others as identified	Research conducted in order to identify evidence-based, promising, and innovative programs for prevention, treatment and recovery of mental illness and addiction with emphasis on opioids. Education presentation created.	Education delivered with sign-in sheet for documentation.
Review current prevention curriculum used in RE1-J school district to ensure it covers addiction (OUD) and mental health; if necessary choose new curriculum.	Research conducted in order to identify evidence-based, promising, and innovative programs for youth substance prevention with emphasis on opioids.	Curriculum chosen.
Provide education and awareness of addiction to youth and families– host 2 events annually in each community and ongoing education in schools.	Education presentation created based on evidence-based research and events scheduled.	Education delivered with sign-in sheet for documentation.

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Educate athletic coaches, teachers and other trusted adults about addiction and mental illness in order to have continuous conversations with youth about healthy behaviors and risk and protective factors.	Presentations and materials created and presentations scheduled.	Education given to trusted adults with tracking documents on number of people educated.
Work with youth and University students to educate other youth/students about mental health and addiction and how to access community resources.	Presentations and materials created and presentations scheduled.	Education given to trusted adults with tracking documents on number of people educated.
Partner with Law Enforcement and other providers to provide 4 trainings on the use of Narcan and incorporate overdose risk factors, recognition and response strategies.	Secure location, advertise event, hold the event with sign-in sheet	Sign-in sheet documented.
Place Naloxone strategically in the community to reduce overdose deaths.	Distribute Naloxone to attendees of training and to local medical and law enforcement agencies and place in identified locations in the community.	Naloxone distributed.
Work with media outlets, Peer Support Specialists, Jail, Center for Mental Health and others to educate community members on Naloxone distribution and increase access to Naloxone for community members.	Create messages and distribute across media outlets.	Number of messages tracked.
Distribute current information “Take Med’s Seriously” on safe storage and safe disposal.	Distribute to locations across the community.	Locations and number documented.
Translate “Take Med’s Seriously” documents and disseminate in culturally appropriate locations.	Create Spanish materials and distribute to sites identified by the Multi-Cultural Resource Center and focus groups.	Resources have been distributed in 5 locations and the Multi-cultural Resource Center reports an awareness of the disposal sites and safe storage.
Work with marketing/media company to best leverage media efforts.	Consult meeting outlets.	Plan for distribution in place.
Hold periodic take-back events locally with local law enforcement in the community and on Western Colorado University’s campus.	Take back information advertised and distributed across community and distribute information at 20 locations in Gunnison	Local law enforcement reports an increase of disposal boxes.

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	County, place newspaper ads and PSA's 6 x a year, daily news radio ads and website information with links to state and federal resources.	
Work with pharmacy and local business to help incentivize individuals to participate in take-backs.	Continue partnership with the pharmacy and businesses to create incentive program for take-backs	Local law enforcement reports an increase of disposal boxes.
Help provide safe storage options for individuals who don't have storage means currently.	Distribute lock boxes during take-back events	Number of lock boxes recorded.
Provide GCC and community education, resources, and information about current treatment and recovery options in order to increase accessibility of resources.	Create resource and disseminate information.	Information disseminated.
Work with the RE1-J school district, healthcare providers, juvenile services and the criminal justice system to agree upon an assessment to screen for addiction potential.	Review assessment tools as a leadership group and with identified stakeholders.	Assessment tool selected.
Secure MOU's with collaborating agencies to use identified screening tool across organizations and collect and share data as appropriate.	Create MOU's	MOU's signed and assessment used across organizations.
Assessments will be given as part of the screening process at the schools, as part of health check-up, before prescribing medications, as part of intervention programs and pre-sentencing.	Assessments are distributed to partnering organizations.	Assessments given, data collected and shared as appropriate.
Work with Gunnison County Public Health, GVH and the Criminal Justice system to screen individuals who are at risk of having an infectious disease from SUD/ODU and refer or provide treatment.	Assessments are distributed to partnering organizations.	Assessments given, data collected and shared as appropriate.
As part of this effort the Gunnison County Public Health nurse will provide education to identified organizations on signs, symptoms and screening as well as education on types of infectious disease and potential complications.	Education presentation and resources created.	Presentations given and participants documented with sign-in sheets.

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Continue working with Gunnison Valley Family Physicians and GVH; both organizations have expressed interest in the potential of providing MAT services with support from other community partners. GCC will continue to work with these two organizations to provide education, financial support and collaboration to help secure MAT services for Gunnison County residents.	Work with Gunnison Valley Physicians and GVH on MAT training requirements and discuss support for physicians/organizations.	Plan of MAT training documented.
Secure MOU with organizations outlining services as part of the GCC and the Implementation grant.	Create MOU's	MOU's signed by organizations.
Ongoing collaboration with Colorado consortium to identify evidence-based MAT curriculum for healthcare providers.	Monthly calls/check-ins with Consortium.	MAT plan updated as needed.
Provide access to trainings and support of MAT certification.	Provide access to trainings.	Trainings held and documented with sign-in sheet.
Provide CBT skills training for all peer support specialists, diversified helpers and behavioral health providers.	Identify trainings and schedule.	Trainings held and documented with sign-in sheet.
Provide Trauma-informed training all peer support specialists, individuals with lived experience, diversified helpers and behavioral health providers.	Identify trainings and schedule.	Trainings held and documented with sign-in sheet.
Work with health professionals and appropriate leaderships to create an incentive-based program to increase training in SUD, trauma therapies and provide Eye Movement Desensitization and Reprocessing (EMDR) training for 2 community professionals.	Hold meetings with stakeholders to create incentive-based programs for trainings. Send 2 to EMDR training based upon interest and investment in the community.	Incentive-based programs documented and 2 trained in EMDR with letter of commitment to serve the community.
Host ongoing prescriber, behavioral health and diversified helper education with assistance from the Colorado Consortium for Prescription Drug Abuse.	Identify trainings and schedule.	Trainings held and documented with sign-in sheet.
Educate practitioners on OUD as a chronic medical condition through continuing medical education dinners and presentations to medical staff bi-annually.	Identify trainings and schedule.	Trainings held and documented with sign-in sheet.

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Arrange for continuing education events for participating healthcare providers and prescribers to enhance participants' understanding of addiction.	Identify trainings and schedule.	Trainings held and documented with sign-in sheet.
Work with the GVH Integrated Therapies department and practitioners to create a comprehensive list of complementary service providers.	Create document in written and online text.	Document created.
Educate the community on the complementary service providers through written text and online platforms – in English and Spanish.	Document disseminated.	Number disseminated and location tracked.
Provide education to complementary service providers on addiction and mental health through professional development opportunities, continuing medical education events and community events in order to reduce bias toward persons with SUD/OD.	Identify trainings and schedule.	Trainings held and documented with sign-in sheet.
Explore funding sources that provide financial assistance to help reduce barriers to accessing OUD treatment services – creating a voucher system for individuals who may not be able to afford treatment.	Explore funding sources and document.	Create excel list of potential funding sources. Write grants.
Create a voucher program protocol for qualifications for the program.	Work with stakeholders to create protocol	Protocol created and documented.
Recruit a provider group who is willing to participate in the voucher system.	Work with stakeholder to build provider group.	Provider group documented with MOU.
Educate the community on how to access the voucher system. Identify appropriate medical diagnosis and treatment billing codes for OUD.	Create document in written and online text. Work with GVH, Gunnison Valley Family Physicians, and Center for Mental Health to identify codes.	Document disseminated. Codes identified.
Educate providers and administrative assistants on appropriate codes for reimbursement and data collection purposes.	Create document on coding.	Disseminate document.
Work with GVH, CMH, primary care offices, individuals with lived experience and community partners to increase the utilization of current services and	Disseminate information on current resources.	Disseminate document through Peer Support

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increase outpatient services that fit the need/culture of the community.	Host focus groups and quantitative data surveys to gather information.	Specialists and other avenues. Create document on needed programming and services.
Disseminate information across the community and have targeted messaging to those at risk for SUD/ODU.	Disseminate information on current resources.	Disseminate document through Peer Support Specialists and other avenues.
Provide training/education for HHS, Case workers, probation officers, public defenders, district attorney and others as identified on treatment and recovery options in the community.	Create/Identify trainings and schedule.	Trainings held and documented with sign-in sheet.
Provide education on mental illness, toxic stress, and addiction to law enforcement, judicial employees, probation, the detention center, District Attorney, public defenders, and others as identified.	Create/Identify trainings and schedule.	Trainings held and documented with sign-in sheet.
Work with GCC partners to help support current efforts of Adult Problem-Solving Court to expand the program – D&N cases involving substance abuse and individuals sustain repeat DUI's.	Meet with leaders of Court program and brainstorm expansion.	Create document of extension of program and request expansion through local and state authorities.
Promote the Co-responder program that is a collaboration between the Center for Mental Health and the local law enforcement agencies program by providing training for law enforcement and assistance from the Community Health Worker to provide information on treatment and recovery options for individuals who come into contact with law enforcement for SUD/ODU issues.	Create/Identify trainings and schedule.	Trainings held and documented with sign-in sheet.
Work with the detention center to distribute Naloxone to inmates upon release, as indicated/needed.	Provide education and training to the detention center and distribute Naloxone to attendees of trainings.	Naloxone distributed to inmates upon release as indicated.

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Work with WCU and Gunnison County to advocate for a housing complex for sober living; enhance participants' understanding of addiction; and reduce participants' bias toward persons with SUD/OD.	Meet with stakeholders and deliver education of evidence-based programs.	Meetings held and documented.
Explore additional ongoing support programs for recovery that are not faith-based and abstinence-based and help implement as relevant.	Research conducted in order to identify evidence-based, promising, and innovative programs for recovery programs with emphasis on opioids.	Programs selected.
Provide frequent, consistent sober community events to change the social norm and expand on youth safe-spaces for substance-free events.	Identify types events from stakeholders.	Hold events and track the number of attendees.
Give presentations to city municipalities, key stakeholders and policy makers about addiction, the risk factor of community norms favorable towards substance use, and protective factor of safe spaces for all community members.	Give presentations	Documents dates and who presentations were given to.
Collaborate with peer support specialists and those with lived experience to help connect community members to resources and provide ongoing connection.	Disseminate information on current resources.	Disseminate document through Peer Support Specialists and Community Health Worker.
Work with the Community Health Coalition of the Gunnison Valley Basic Needs subgroup to disseminate information of community services for accessing food, housing, childcare and parenting supports, job services and other basic needs.	Disseminate information on current resources.	Disseminate document through Peer Support Specialists and Community Health Worker.
Work with the detention center to provide connections to peer support specialist for inmates with SUD/OD upon release to help coordinate treatment, recovery and other supports such as information/access to food, housing and other basic needs.	Disseminate information on current resources.	Disseminate document through Peer Support Specialists and Community Health Worker.
Hire a Community Health Worker that will specialize in recovery and as part of the qualifications for the position will have lived experience with SUD/OD.	Post position and interview	Hired position

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Support the peer support specialist positions as GCC members and will financially contribute to GVH and CMH.	Continue to work with GVH and CMH.	Peer Support Specialist continues to sign MOU
Assist, as appropriate, with state and local policy change to help individuals with a felony conviction from a drug crime to access housing assistance and other basic needs services.	Continue to be informed on policy and potential for change.	Advocate for change when appropriate.
Create a voucher program for sober community events that have costs associated to it – gym memberships, art classes, skiing, and others.	Explore funding sources and document and work with local community to create program.	Create excel list of potential funding sources. Write grants. Partners documented with discount offerings.

ORGANIZATIONAL INFORMATION

The grant Project Director will be the chair of the GCC and the grant Adult Prevention Coordinator will co-chair the GCC. The GCC will consist of 20 + Gunnison County organizations representing professionals and community members that interact with the targeted population. The larger consortium will meet monthly for one hour with longer planning sessions and workgroup sessions when needed. The GCC will develop and abide by a set of policies and procedures that guide leaders' roles in maintaining the GCC. The GCC will be open to all community members and meeting times and dates will be publicly posted. The GCC will provide equal opportunity for all participants, and anyone who attends meetings may provide input.

The GCC has four subgroups in order to ensure shared responsibility (Leadership, Data, Education, and Messaging/sober activity).

The Leadership Committee has an agreed upon structure for operational management of collaborative activities and efforts. Each member of the Leadership Committee keeps their organization informed of collaborative progress and actively seek feedback regarding the collaboration from within their organization. Leadership Committee members regularly discuss the progress of the collaborative effort and regularly share feedback from their respective organizations in order to ensure clear communication, issue identification, and problem resolution.

The subcommittees meet monthly and is optional for all GCC members. To address equity, all GCC participants are compensated to be at the table unless otherwise fully compensated by their employer.

FY2020-2021 Budget Narrative and Justification

A. Personnel:

TABLE 7: FEDERAL REQUEST

Position	Name	Annual Salary/Rate	Level of Effort	Cost
Project Director		84,218	30%	\$25,265
Data Coordinator		58,746	50%	\$29,373
Prevention - Coordinator - Adult		54,376	50%	\$27,188
Community Health Worker – Recovery		42,614	100%	\$42,614
Prevention Coordinator - Youth		58,746	40%	\$23,498
			TOTAL	\$147,938

NARRATIVE JUSTIFICATION: Funds will be used for 30% of the Program Director’s time. The Program Director is the point person on the award and will make staffing, financial, and other decisions to align project activities with project outcomes. The Program Director will carry out all required duties of the grant including monthly calls with HRSA/Technical Assistance team and monthly meetings with Consortium members. Funds will be used for 50% of the Data Coordinator’s time which will be a 35/hour a week position. The Data Coordinator is responsible for tracking, collecting, aggregating and reporting quantitative and qualitative data and information from consortium members regularly for quarterly and biannual reporting requirements. Funds will be used for an Adult Prevention Coordinator, 50%. The Adult Prevention Coordinator will facilitate Consortium sub-group meetings, organize naloxone trainings, promote take-backs, and assist the Community Health Worker. Funds will be used for a full time Community Health Worker to carryout recovery activities. The Community Health Worker will provide mentorship to community members as they reintegrate into the community from treatment or the criminal justice system and help them navigate resources for basic needs and recovery. The Community Health worker and Adult Prevention Coordinator will work with Gunnison Valley Health System, The Center for Mental Health and the criminal justice system to expand peer workforce opportunities. Funds will be used for the Youth Prevention Coordinator, 40%. The Youth Prevention Coordinator will work with the RE1-J school district to increase and support the use of evidence-based school and community prevention programs. The Youth Prevention Coordinator will work with universally with youth in the school and targeted with youth who are at higher risk for experiencing substance use disorders; LGBTQ youth and those with identified trauma. The Youth Prevention Coordinator will work with Western Colorado University Peer Health Advisors to provide programs and services to University students. The Youth Prevention Coordinator and Adult Prevention Coordinator will assist the Program Director with organizing and implementing core treatment activities. The compensation rates are determined by the County and reflective of local compensation for professionals performing these functions.

FEDERAL REQUEST (enter in Section B column 1 line 6a of form SF424A) **\$147,938**

B. Fringe Benefits:

TABLE 9: FEDERAL REQUEST

Gunnison County

Component	Rate	Wage	Cost
FICA	7.95%	147,938	\$11,761
		TOTAL	\$11,761

NARRATIVE JUSTIFICATION: Any and all fringe are required for employees.
FEDERAL REQUEST(enter in Section B column 1 line 6b of form SF424A) **\$11,761**

1

C. Travel:

TABLE 11: FEDERAL REQUEST

Purpose of Travel	Location	Item	Rate	Cost
Required Training	Washington DC	Airfare (2 people)	\$500	\$1,000
		Lodging (2 people, 4 nights each)	\$225/person/night	\$1,800
		Per diem (2 people, 4 days each)	\$65/person/day	\$520
		Ground transportation for 2 people	\$100	\$100
Local Travel	Gunnison County	1,000 miles	.575/mile	\$575
			Total	\$3,995

NARRATIVE JUSTIFICATION:

Funds are requested to send two consortium representatives to a required training as required by the grant application. Costs are based on estimates of airfare, lodging, per diem, ground transportation. These trainings will provide valuable information, skills, and networking opportunities to assist the coalition in achieving the stated goals and objectives. Funds are also requested to cover the cost of the in-county mileage to attend meetings and events that support work of the coalition.

FEDERAL REQUEST(enter in Section B column 1 line 6c of form SF424A) **\$3,995**

2

D. Equipment:

TABLE 13: FEDERAL REQUEST

Item(s)	Rate	Cost
None		\$0

NARRATIVE JUSTIFICATION: NONE

FEDERAL REQUEST – (enter in Section B column 1 line 6d of form SF424A) **\$ 0**

E. Supplies:

Gunnison County

TABLE 15; FEDERAL REQUEST

Item(s)	Rate	Cost
Naloxone Trainings for up to 200 people	Naloxone 100 boxes x \$40	\$4,000
Take Back campaign materials		\$500
Consortium Newsletter 2 newsletters @ \$ 300		\$600
	Total	\$5,100

NARRATIVE JUSTIFICATION:

Funds are requested to hold Naloxone trainings to further the education of our health providers and community members and to train participants to administer Naloxone if needed. Participants will leave with knowledge about administering Naloxone to help the greater community and will be provided with 200 doses (100 boxes) of Naloxone. Naloxone will be available at designated sites across the community where individuals are trained. Funds will be used to continue our Take Back campaign and produce materials in Spanish. The consortium newsletter will publish timely articles that are informative on the harms of opioids and prescription drug abuse.

FEDERAL REQUEST – (enter in Section B column 1 line 6e of form SF424A)\$5,100

F. Contract:**TABLE 17: FEDERAL REQUEST**

Name		Cost
Gunnison Valley Family Physicians and Gunnison Valley Health System	\$30,000 for each provider (2) to become MAT certified and provide services to Gunnison County residents.	\$60,000
Participant Support Costs	15 organizations/individuals to attend 2x monthly meetings \$100/mo.	\$18,000
Center for Mental Health	\$5,000 annually for collaboration on all treatment activities	\$5,000
Western Colorado University – Student Health and Wellness	Funds for WCU Student Health and Wellness office to support Peer Health Educators to carry out prevention programming, education and bridge to community resources for University students	\$15,000
	TOTAL	\$98,000

NARRATIVE JUSTIFICATION:

Funds are requested to assist Gunnison Valley Family Physicians and the Gunnison Valley Health System each dedicate one provider to become certified and provide MAT services. Funds are requested to help to compensate Consortium members/organizations for their time on activities and efforts. Funds will help to cover staffing costs for meetings and projects. Funds are requested to provide financial compensation for The Center for Mental Health to assist with all Treatment Core activities and have a dedicated staff member participate at the leadership level of the Consortium. Western's Office of Student Health and Wellness will directly work with the Peer Health Educators to carry out prevention activities and education opportunities to Western

students, staff and faculty to prevent misuse of opioids and other substances. Programs will include alternative programs, drug take back programs, and other related programming.

Educational opportunities include but are not limited to dissemination of substance related information, media costs, paid speakers and presentations targeted to Western students, staff and faculty members. Supplies and related items which will support programming activities and educational opportunities.

FEDERAL REQUEST-- (enter in Section B column 1 line 6f of form SF424A) \$98,000

G. Construction: NOT ALLOWED – NONE

H. Other: expenses not covered in any of the previous budget categories

TABLE 19: FEDERAL REQUEST

Item	Rate	Cost
Telephone/Fax (land line)	\$30/month x 12 months	\$360
Monthly Fee for hand held email device	\$45/month x 1 employee	\$540
Computer	\$4000 annually – three computers for staff and all maintenance and programming for computers cost which is \$10,000 annually.	\$4,000
Media Space for PSA's	\$350 per month online and newspaper ads in each community x 12 months	\$4,200
Community Education	4 events annually to provide education on SUD/ODU 50 people per event \$500 for materials and space	\$2,000
Support for youth initiatives	\$500 for space for youth to hold meetings, focus groups and education. \$25 supplies monthly	\$6,300
Medical Education Dinners	\$500 per event for speaker, rental and supplies x 2	\$1,000
Professional Development Training	\$250 per training for x 20 participants – CBT and Trauma Informed trainings, \$2000 for EMDR for 2 professionals	\$7,000
Integrated Treatment	Create Comprehensive list, print, promote and educate the community.	\$3,000
Voucher program – Mental Health	Mental Health Scholarships that will pay for 6 sessions for wellness or mental health sessions \$90 x 6 = 540 for 40 people	\$21,600

Recovery Efforts	\$600 monthly to increase recovery efforts for Gunnison Residents to include programming and basic needs (food/rent/transportation)	\$7,200
SUD/ODU Screening tool	Printed copies of screening tool	\$1,200
	Total	\$58,400

NARRATIVE JUSTIFICATION:

The Director position requires mobility in the form of a handheld email device and computer use in the office. Rates include monthly fee for service. Funds will be used in order to educate the computer on take-back programs, education opportunities and messaging through media sources. Funds will be used to help support youth initiatives in order to compensate youth for their time an increase buy-in. Funds will be used to support educational efforts for the community, helping professionals and prescribers in order to enhance understanding of addiction and treatment methods. Funds are requested to assist the integrated therapies department in making educational materials to promote complimentary services for whole person care. Funds will be used in order to help create a voucher program to help reduce barriers to care and offset the cost for providers. Funds will be used to support recovery efforts including increasing basic needs. Funds will be used to support a SUD/ODU screening tool that will be used across the community.

FEDERAL REQUEST-- (enter in Section B column 1 line 6h of form SF424A) \$58,400

TOTAL DIRECT COSTS:

FEDERAL REQUEST (enter in Section B column 1 line 6i of form SF424A) \$325,194

TOTAL INDIRECT COSTS:

FEDERAL REQUEST (enter in Section B column 1 line 6j of form SF424A) \$32,519

TOTAL PROJECT COSTS: Sum of Total Direct Costs and Indirect Costs

FEDERAL REQUEST (enter in Section B column 1 line 6k of form SF424A) \$357,713

TABLE 21: BUDGET SUMMARY Year 1

Category	Federal Request	Non-Federal Match	Total
Personnel	\$147,938	\$0	\$147,938
Fringe	\$11,761	\$0	\$11,761
Travel	\$3,995	\$0	\$3,995
Equipment	\$0	\$0	\$0
Supplies	\$5,100	\$0	\$5,100
Contractual	\$98,000	\$0	\$98,000
Other	\$58,400	\$0	\$58,400
Total Direct Costs*	\$325,194	\$0	\$352,194
Indirect Costs	\$32,519	\$0	\$32,519
Total Project Costs	\$357,713	\$0	\$357,713

Budget Summary – Year 2

Category	Federal Request	Non-Federal Match	Total
Personnel	\$136,500	\$0	\$136,500

Fringe	\$10,852	\$0	\$10,852
Travel	\$4,100	\$0	\$4,100
Equipment	\$0	\$0	\$0
Supplies	\$5,050	\$0	\$5,050
Contractual	\$110,000	\$0	\$110,000
Other	\$34,500	\$0	\$34,500
Total Direct Costs*	\$301,002	\$0	\$301,002
Indirect Costs	\$30,100	\$0	\$30,100
Total Project Costs	\$331,102	\$0	\$331,102

Budget Summary – Year 3

Category	Federal Request	Non-Federal Match	Total
Personnel	\$136,500	\$0	\$136,500
Fringe	\$10,858	\$0	\$10,858
Travel	\$4,538	\$0	\$4,538
Equipment	\$0	\$0	\$0
Supplies	\$5,000	\$0	\$5,020
Contractual	\$100,000	\$0	\$100,000
Other	\$26,000	\$0	\$26,000
Total Direct Costs*	\$282,896	\$0	\$282,890
Indirect Costs	\$28,289	\$0	\$28,289
Total Project Costs	\$311,185	\$0	\$311,179

Budget Summary – Total 3 year period

Category	Federal Request	Non-Federal Match	Total
Personnel	\$420,938	\$0	\$420,938
Fringe	\$33,471	\$0	\$33,471
Travel	\$12,633	\$0	\$12,633
Equipment	\$0	\$0	\$0
Supplies	\$15,150	\$0	\$15,170
Contractual	\$308,000	\$0	\$308,000
Other	\$118,900	\$0	\$98,600
Total Direct Costs*	\$909,092	\$0	\$909,092
Indirect Costs	\$90,908	\$0	\$90,908
Total Project Costs	\$1,000,000	\$0	\$1,000,000

Project Abstract

<u>Project Title</u>	Gunnison County Consortium	
Requested Award Amount:	\$1,000,000	
Applicant Organization Name:	Gunnison County	
<u>Address</u>	200 East Virginia Ave. Gunnison, CO 81230	
Applicant Organization Facility Type:	Government/Community-based Organization	
<u>Project Director</u>	<u>Name:</u>	Kari Commerford
	<u>Title:</u>	Director of the Department of Juvenile Services
	<u>Phone number:</u>	970-642-7393
	<u>Email address:</u>	kcommerford@gunnisoncounty.org
EIN/DUNS:	84-6000770	
How the Applicant First heard of the Funding Opportunity:	HRSA Project Officer	
<u>Contributing Consortium Members and Stakeholders</u>	Center for Mental Health, Health and Human Services, Western Colorado University, Health Coalition of the Gunnison Valley, Gunnison Valley Health Foundation, Gunnison Valley Hospital, Project Hope, GVH/CMH Peer Support Specialist, Early Childhood Council, Chief Medical Officer for the County, District Court Judge, Gunnison Chief of Police, Juvenile Diversion program manager, parents, Cattleman's Days Tough Enough to Wear Pink, recovery community,	
Previous or Current grant recipient:	FY19 ROCRP-Planning Applicant Organization	
Brief Description of the Target Population:	Gunnison County is designated as a frontier county located in south central Colorado. With a population under 17,000, there are fewer than 5 people per square mile. Of the 16,871 residents in the county,	

Project Abstract

	<p>approximately one third are between the ages of 18 and 34 years old. According to a recent study on opioid use disorder in rural areas, populations with the highest rates of opioid misuse include adolescents ages 12-19 and adults ages 20-29.¹ The larger-than-average number of young adults in Gunnison County increases the risks of opioid use disorder within the County. Efforts will address all Gunnison County residents with emphasis on the 12-40 year old population.</p>
<u>Target Service Area</u>	Gunnison County, CO

¹ Maine Rural Health Research Center Research & Policy Brief, Rural Opioid Abuse: Prevalence and User Characteristics, PB-63-1 February 2016

Attachment 1 - Work Plan

Prevention Problem Statement: Prevention efforts need to address community members across the lifespan and need to be multipronged. Efforts need to include prescribing practices, safe storage, proper disposal, education and awareness of addiction and stigma reduction. Community norms favorable towards substance use and a high level of prescriptions in the community require education and awareness of these factors. Additionally, high levels of OUD-related and mental health stigma exist in our rural community and threaten the prevention, treatment, and recovery potential. If stigma is not addressed, efforts to address OUD-related overdoses and deaths at the local level are likely to be ineffective. Fear of judgement and misunderstanding will continue to challenge help-seeking efforts and we will continue to experience high rates of addiction and community loss.

Prevention Goal 1 - Decrease in the perception of access on Healthy Kids Colorado Survey and Community Survey by 5% over a 3-year period and increase the number of youths who report talking to parents or trusted adult about drugs and alcohol by 2% annually using HKCS 2019 data as a baseline.

Objective 1.1: *Increase the public's understanding of prevention, addiction and evidence-based strategies for SUD/OUD and reduce stigma associated with the disease.*

Strategy 1.1: *Provide Culturally and Linguistically Appropriate Education*

Activity	Who is responsible?	By when?
Research, select, and create education that covers addiction and mental health to use to educate community members and professionals.	Program Director, Education Subgroup, and Multi-cultural Resource Center	Year 1 - Q1
Provide education and awareness of addiction to community members and youth – host 2 events annually in each community and ongoing education in schools. One will be held in Spanish.	Program Director, Education Subgroup, and Multi-cultural Resource Center	Year 1, 2, 3 -Q 2,3
Strategically place and leverage “Humanizing Addiction” media campaign. Work with marketing/media company to best leverage media efforts.	Program Director and Education Subgroup	Year 1, 2, 3 -Q 2,3, 4
Provide education on evidence-based strategies for prevention, treatment and recovery of mental illness and addiction to primary care providers, law enforcement, judicial employees, probation, the detention center and emergency services departments, District Attorney, public defenders, youth serving organizations and others as identified	Program Director, Coordinators, And Consortium	Year 1, 2, 3 -Q 1,2, 3

Strategy 1.2: *Increase and support the use of school-and community-based prevention programs that are evidence-based.*

Activity	Who is responsible?	By when?
Review current prevention curriculum used in RE1-J school district to ensure it covers addiction (OUD) and mental health; if necessary choose new curriculum.	Youth Programming Coordinator and RE1-J School District	Year 1 -Q 2
Provide education and awareness of addiction to youth and families– host 2 events annually in each community and ongoing education in schools.	Youth Programming Coordinator and RE1-J School District	Year 1, 2, 3 -Q 2,3
Educate athletic coaches, teachers and other trusted adults about addiction and mental illness in order to have continuous conversations with youth about healthy behaviors and risk and protective factors.	Program Director, Youth Programming Coordinator and Education subgroup.	Year 2 , 3- Q 2,3,
Work with youth and University students to educate other youth/students about mental health and addiction and how to access community resources.	Youth Programming Coordinator; WCU	Year 1, 2, 3 -Q3, 4

Prevention Goal 2: **Increase of amount prescription medication being disposed of at drop box locations and take back events by 5% annually. Decrease mortality rate from OUD by 5% over a 3 year period.**

Objective 2.1: *Increase access to naloxone and training on overdose prevention and naloxone administration and support year-round drug take-back programs.*

Strategy 2.1: *Increase access to naloxone and training on overdose prevention and naloxone administration.*

Activity	Who is responsible?	By when?
Partner with Law Enforcement and other providers to provide 4 trainings on the use of Narcan and incorporate overdose risk factors, recognition and response strategies.	Adult Coordinator, Community Health Worker, Law enforcement	Year 1, 2, 3 -Q 1, 2, 3, 4
Place Naloxone strategically in the community to reduce overdose deaths.	Adult Coordinator, Center for Mental Health staff, City Market Pharmacy, Public Health	Year 1, 2, 3 -Q 1, 2, 3, 4
Work with media outlets, Peer Support Specialists, Jail, Center for Mental Health and others to educate community members on Naloxone distribution and increase access to Naloxone for community members.	Adult Coordinator, Law Enforcement, Health Coalition prevention staff, Consortium,	Year 1, 2, 3 -Q 1, 2, 3, 4

Strategy 2.2: *Support implementation of year-round drug take-back programs.*

Activity	Who is responsible?	By when?
Distribute current information “Take Med’s Seriously” on safe storage and safe disposal.	Coordinators and Consortium members	Year 1, 2, 3 -Q 1, 2, 3, 4
Translate “Take Med’s Seriously” documents and disseminate in culturally appropriate locations.	Coordinators and Multi-Cultural Resource	Year 1 -Q 1, 2
Work with marketing/media company to best leverage media efforts.	Adult Coordinator and Messaging Committee	Year 1 -Q 1, 2, 3, 4
Hold periodic take-back events locally with local law enforcement in the community and on Western Colorado University’s campus.	Adult Coordinator, Community Health Worker, Law enforcement	Year 1, 2, 3 -Q2, 4
Work with pharmacy and local business to help incentivize individuals to participate in take-backs.	Adult Coordinator, Center for Mental Health staff, City Market Pharmacy, Public Health	Year 2 - Q2, 3, 4
Help provide safe storage options for individuals who don’t have storage means currently.	Adult Coordinator, Community Health Worker, Law enforcement	Year 1 - Q1,2, 3, 4

Prevention Goal 3 – Early identification and screening for SUD/ODU and increased utilization of behavioral health supports by 10% using 2020 as baseline data.

Objective 3: *Increase the number of Gunnison County residents that are aware of and utilizing behavioral health and supportive services as a prevention effort.*

Strategy 3.1: *Identify and screen individuals at risk for SUD/ODU and provide or make referrals to prevention, harm reduction, early intervention, treatment, and other support services.*

Activity	Who is responsible?	By when?
Provide Consortium and community education, resources, and information about current treatment and recovery options in order to increase accessibility of resources.	Program Director, Center for Mental Health staff	Year 1, 2, 3 -Q1, 2, 3
Work with the RE1-J school district, healthcare providers, juvenile services and the criminal justice system to agree upon an assessment to screen for addiction potential.	Program Director, Center for Mental Health, Gunnison Valley Hospital, 7 th Judicial Court Judge,	Year 2 - Q2, 3

	RE1-J School District, Public Health Director, Juvenile Services, Gunnison Valley Family Physicians, Western Colorado University	
Secure MOU's with collaborating agencies to use identified screening tool across organizations and collect and share data as appropriate.	Program Director, Center for Mental Health, Gunnison Valley Hospital, 7 th Judicial Court Judge, RE1-J School District, Public Health Director, Juvenile Services, Gunnison Valley Family Physicians, Western Colorado University	Year 2 – Q3
Assessments will be given as part of the screening process at the schools, as part of health check-up, before prescribing medications, as part of intervention programs and pre-sentencing.	Program Director, Center for Mental Health, Gunnison Valley Hospital, 7 th Judicial Court Judge, RE1-J School District, Public Health Director, Juvenile Services, Gunnison Valley Family Physicians, Western Colorado University	Year 3 – Q1

Treatment Problem Statement: The current treatment options for opioid use disorder in Gunnison County do not meet the current need. The major gaps in treatment include Medication assisted treatment (MAT) and complementary services for pain management and behavioral health services, and increased education and outreach on existing treatment options.

Treatment Goal 1 – Increase the health of patients with SUD/OD.

Objective 1.1: *Address infectious disease and decrease complications of individuals with SUD/OD.*

Strategy 1.1: *Screen and provide (or refer) patients with SUD/OD who have infectious complications.*

Activity	Who is responsible?	By when?
Work with Gunnison County Public Health, the Gunnison Valley Healthcare and the Criminal Justice system to screen individuals who are at risk of having an infectious disease from SUD/ODU and refer or provide treatment.	Program Director, Public Health, Gunnison Valley Hospital, Gunnison Valley Family Physicians, Law enforcement.	Year 1, 2, 3 -Q 1, 2, 3, 4
As part of this effort the Gunnison County Public Health nurse will provide education to identified organizations on signs, symptoms and screening as well as education on types of infectious disease and potential complications.	Program Director, Public Health	Year 1, 2, 3 -Q 1, 2, 3, 4

Treatment Goal 2 – Increase the capacity of Gunnison County to address treatment services for SUD/ODU including providing MAT services and increasing education, skills and professional development opportunities for professionals and collaboration with GVH Behavioral Health Department.

Objective 2.1: *Recruit, train and mentor interdisciplinary teams of SUD/ODU providers – including Medical Assisted Treatment (MAT).*

Strategy 2.1: *Work with identified prescribers/organizations to have 2 prescribers that will be MAT certified.*

Activity	Who is responsible?	By when?
Continue working with Gunnison Valley Family Physicians and the Gunnison Valley Hospital; both organizations have expressed interest in the potential of providing MAT services with support from other community partners. GCC will continue to work with these two organizations to provide education, financial support and collaboration to help secure MAT services for Gunnison County residents.	Program Director, Public Health, Gunnison Valley Hospital, Gunnison Valley Family Physicians, Consortium	Year 1, 2, 3 -Q 1, 2, 3, 4
Secure MOU with organizations outlining services as part of the Consortium and the Implementation grant.	Program Director, Public Health, Gunnison Valley Hospital, Gunnison Valley Family Physicians	Year 1 -Q 4
Ongoing collaboration with Colorado consortium to identify evidence-based MAT curriculum for healthcare providers.	Program Director, Public Health, Gunnison Valley Hospital, Gunnison Valley Family Physicians,	Year 1, 2, 3 -Q 1, 2, 3, 4

Provide access to trainings and support of MAT certification.	Program Director, Public Health, Gunnison Valley Hospital, Gunnison Valley Family Physicians	Year 1 -Q 2, 3, 4
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Objective 2.2: *Increase SUD/ODD workforce numbers by increases skillset of behavioral health and health professionals, peer support specialists and diversified helpers.*

Strategy 2.2: *Provide Motivational Interviewing trainings, Cognitive Behavioral Therapy and trauma informed training for all peer support specialists, community health workers, individuals with lived experience and behavioral health providers.*

Activity	Who is responsible?	By when?
Provide CBT skills training for all peer support specialists, diversified helpers and behavioral health providers.	Program Director, Gunnison Valley Hospital, Center for Mental Health, Consortium	Year 1 -Q 3, 4
Provide Trauma-informed training all peer support specialists, individuals with lived experience, diversified helpers and behavioral health providers.	Program Director, Gunnison Valley Hospital, Center for Mental Health, Consortium	Year 1 -Q 3, 4
Work with health professionals and appropriate leaderships to create an incentive-based program to increase training in SUD, trauma therapies and provide Eye Movement Desensitization and Reprocessing (EMDR) training for 2 community professionals.	Program Director, Gunnison Valley Hospital, Center for Mental Health, Consortium	Year 2 - Q3
Host ongoing prescriber, behavioral health and diversified helper education with assistance from the Colorado Consortium for Prescription Drug Abuse.	Program Director, Gunnison Valley Hospital, Center for Mental Health, Consortium	Year 1, 2, 3 -Q1, 2, 3, 4

Objective 2.3: *Increase the capacity of professionals to address pain, mental health and addiction.*

Strategy 2.3: *Provide ongoing professional development opportunities*

Activity	Who is responsible?	By when?
Educate practitioners on OUD as a chronic medical condition through continuing medical education dinners and presentations to medical staff bi-annually.	Program Director, Public Health, Gunnison Valley Hospital, Gunnison Valley Family Physicians, Education Subgroup	Year 1, 2, 3 -Q2, 3,

Arrange for continuing education events for participating healthcare providers and prescribers to enhance participants' understanding of addiction.	Program Director, Education Subgroup	Year 1, 2, 3 -Q 1, 2, 3, 4
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Treatment Goal 3 – Reduce barriers to treatment and assist with system navigation to service utilization by 15% over 3 years with year one as baseline data.

Objective 3.1: Reduce barriers to treatment and create collaborative pain management services utilizing complementary health services will be available to all persons in treatment for pain, OUD and recovery if desired.

Strategy 3.1: Reduce barriers to treatment including supporting integrated treatment and recovery.

Activity	Who is responsible?	By when?
Work with the GVH Integrated Therapies department and practitioners to create a comprehensive list of complementary service providers.	Coordinators, GVH Integrated Therapies, Community Health worker	Year 1 -Q 1, 2
Educate the community on the complementary service providers through written text and online platforms – in English and Spanish.	Program Director,	Year 1 -Q 3, 4
Provide education to complementary service providers on addiction and mental health through professional development opportunities, continuing medical education events and community events in order to reduce bias toward persons with SUD/OUD.	Program Director, GVH Integrated Therapies, Health Coalition prevention staff, Consortium,	Year 1 -Q 3, 4

Strategy 3.2: Increase affordability with scholarship program.

Activity	Who is responsible?	By when?
Explore funding sources that provide financial assistance to help reduce barriers to accessing OUD treatment services – creating a scholarship system for individuals who may not be able to afford treatment.	Program Director, Consortium Leadership	Year 1 -Q 4
Work with existing organization to expand scholarship program and educate community on qualifications for the program.	Program Director, Consortium Leadership	Year 2 -Q 3, 4
Collaborate with Crested Butte State of Mind and other providers who are willing to participate in the scholarship program.	Program Director, Consortium Leadership	Year 2 -Q 3, 4
Educate the community on how to access the program.	Program Director, Consortium Leadership	Year 2 - Q4

Identify appropriate medical diagnosis and treatment codes for OUD.	Data Coordinator	
Educate providers and administrative assistants on appropriate codes for reimbursement and data collection purposes.	Program Director, Consortium Leadership Data Coordinator	Year 2 - Q4

Strategy 3.3 *Help Community members and families navigate treatment options.*

Activity	Who is responsible?	By when?
Work with GVH, CMH, primary care offices, individuals with lived experience and community partners to increase the utilization of current services and increase outpatient services that fit the need/culture of the community.	Program Director, Public Health, Gunnison Valley Hospital, Gunnison Valley Family Physicians, Center for Mental Health, Community Health Worker, Coordinators	Year 1, 2, 3 -Q 1, 2, 3, 4
Disseminate information across the community and have targeted messaging to those at risk for SUD/ODU.	Community Health Worker, Coordinators, Messaging Subgroup	Year 1, 2, 3 -Q 1, 2, 3, 4
Provide training/education for HHS, Case workers, probation officers, public defenders, district attorney and others as identified on treatment and recovery options in the community.	Program Director, Law Enforcement, Health Coalition prevention staff, Consortium, Coordinators	Year 1, 2, 3 -Q 1, 2, 3, 4

Treatment Goal 4 – Work with the criminal justice system and law enforcement in order to increase understanding of addiction and clinical practices versus criminal approaches to behavior change.

Objective 4.1: *Strengthen Collaboration with the criminal justice system and law enforcement.*

Strategy 4.1: *Use a multi-pronged approach to provide education on mental illness, toxic stress, and addiction*

Activity	Who is responsible?	By when?
Provide education on mental illness, toxic stress, and addiction to law enforcement, judicial employees, probation, the detention center, District Attorney, public defenders, and others as identified.	Coordinators, Community Health Worker	Year 1, 2, 3 -Q 1, 2,
Work with Consortium partners to help support current efforts of Adult Problem-Solving Court to expand the	Community Health Worker, Center for Mental Health, Law	Year 1, 2- Q 1, 2, 3, 4

program – D&N cases involving substance abuse and individuals sustain repeat DUI's.	Enforcement	
Promote the Co-responder program that is a collaboration between the Center for Mental Health and the local law enforcement agencies program by providing training for law enforcement and assistance from the Community Health Worker to provide information on treatment and recovery options for individuals who come into contact with law enforcement for SUD/OD issues.	Program Director, Community Health Worker, Center for Mental Health, Law Enforcement	Year 1, 2, 3- Q 1, 2, 3, 4
Work with the detention center to distribute Naloxone to inmates upon release, as indicated/needed.	Coordinators, Community Health Worker, Center for Mental Health, Law Enforcement	Year 1 - Q2, 3

Problem Statement – Recovery: Gunnison County residents would benefit from expanded recovery services for opioid use disorder and substance use disorder. While there are recovery meetings, the biggest gap cited was a consistent recovery program such as NA to provide connectedness and support for individuals and families affected by addiction. Current recovery services are primarily faith-based. There is an expressed need for diversified services that are inclusive of all SUD's and increased safety planning in recovery. In addition, basic necessities such as affordable housing, child care, employment support, and transportation options are necessary to support resident's long-term recovery.

Recovery Goal 1: Increase and diversify recovery options by 20% over three years and identify ways to increase economic security for those in recovery, using 2020 as baseline data.

Objective 1.1: Increase the number of recovery activities, organizations and diversify options.

Strategy: 1.1: Support the development of recovery communities, recovery coaches and support services.

Activity	Who is responsible?	By when?
Work with Western Colorado University and Gunnison County to advocate for a housing complex for sober living; enhance participants' understanding of addiction; and reduce participants' bias toward persons with SUD/OD.	Western Colorado University, Consortium members, Community Health Worker, Adult Coordinator, Recovery Community	Year 1 Q 3, 4

Explore additional ongoing support programs for recovery that are not faith-based and abstinence-based and help implement as relevant.	Western Colorado University, Consortium members, Community Health Worker, Adult Coordinator, Recovery Community	Year 1, 2, 3 -Q 1, 2, 3, 4
Provide frequent, consistent sober community events to change the social norm and expand on youth safe-spaces for substance-free events.	Western Colorado University, Consortium members, Community Health Worker, Youth and Adult Coordinator	Year 1, 2, 3 -Q 1, 2, 3, 4
Give presentations to city municipalities, key stakeholders and policy makers about addiction, the risk factor of community norms favorable towards substance use, and protective factor of safe spaces for all community members.	Program Director and Leadership Consortium members	Year 1, 2, 3 -Q2, 4

Objective 1.2: *Create an avenue for transition to community services for individuals coming out of treatment, incarceration, and other types of care.*

Strategy: 1.2: *Enhance discharge coordination to increase linkages to home and community-based services and social supports (basic needs, transportation, medical and behavioral health, etc.)*

Activity	Who is responsible?	By when?
Collaborate with peer support specialists and those with lived experience to help connect community members to resources and provide ongoing connection.	Western Colorado University, Consortium members, Community Health Worker, Adult Coordinator	Year 1, 2, 3 -1, 2, 3, 4
Work with the Community Health Coalition of the Gunnison Valley Basic Needs sub-group to disseminate information of community services for accessing food, housing, childcare and parenting supports, job services and other basic needs.	Health Coalition Basic needs subgroup, Consortium members, Community Health Worker, Adult Coordinator	Year 1, 2, 3 -Q1, 2, 3, 4
Work with the detention center to provide connections to peer support specialist for inmates with SUD/ODU upon release to help coordinate treatment, recovery and other	Community Health Worker, Adult Coordinator, Law	Year 1, 2, 3 -Q1, 2, 3 Year 1 -

supports such as information/access to food, housing and other basic needs.	Enforcement, 7 th Judicial Court Judge	Q4
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Objective 3.1: *Increase the economic stability of community members in recovery*

Strategy 3.1: *Expand peer workforce and programming*

Activity	Who is responsible?	By when?
Hire a Community Health Worker that will specialize in recovery and as part of the qualifications for the position will have lived experience with SUD/OD.	Program Director, Consortium Leadership	Year 1 -Q 1
Support the peer support specialist positions as Consortium members and will financially contribute to GVH and CMH.	Program Director, Consortium Leadership	Year 2, 3 - Q 1, 2, 3,4
Assist, as appropriate, with state and local policy change to help individuals with a felony conviction from a drug crime to access housing assistance and other basic needs services.	Program Director, Consortium Leadership	Year 1, 2, 3 -Q1, 2, 3, 4
Create a voucher program for sober community events that have costs associated to it – gym memberships, art classes, skiing, and others.	Program Director, Consortium Leadership	Year 2, 3- Q1, 2, 3, 4

Consortium Member List

Midwestern CO Mental Health Center (The Center for Mental Health)

Address: 2130 E. Main Street, Montrose, CO

County: Montrose County

Point of Contact: Katie Hunt, LCSW, LAC, Assistant Regional Director: khunt@centermh.org

EIN: 84-0561224

Service Delivery Site: 710 N Taylor St. Gunnison, CO 81230 (Gunnison County)

Sector: Health Care/ Mental Health

RCORP Awards Received: No

NHSC or NHSC-eligible: Yes

HRSA-Designated Rural County: Yes

Signed Letter of Commitment: Yes

Western Colorado University

Address: 1 Western Way, Gunnison, CO 81231

County: Gunnison County

Point of Contact: Scott Cantril, Director of Student Health and Wellness: scantril@western.edu

EIN: 724819

Service Delivery Site: 1 Western Way, Gunnison, CO 81231 (Gunnison County)

Sector: College/Educational Institution

RCORP Awards Received: No

NHSC or NHSC-eligible: No

HRSA-Designated Rural County: Yes

Signed Letter of Commitment: Yes

Health Coalition of the Gunnison Valley

Address: 200 E. Virginia Avenue, Gunnison, CO 81230

County: Gunnison County

Point of Contact: John Tarr, M.D: gucbiker@gmail.com

EIN: NA, Community Coalition

Service Delivery Site: 200 E. Virginia Avenue, Gunnison, CO 81230 (Gunnison County)

Sector: Community Health and Wellness

RCORP Awards Received: No

NHSC or NHSC-eligible: No

HRSA-Designated Rural County: Yes

Signed Letter of Commitment: Yes

Gunnison County Health
and Human Services

Address: 220 N. Spruce Street, Gunnison, CO 81230
County: Gunnison County
Point of Contact: Joni Reynolds, Executive Director:
jreynolds@gunnisoncounty.org
EIN: 84-6000770
Service Delivery Site: 220 N. Spruce Street, Gunnison, CO 81230
(Gunnison County)
Sector: Public Health
RCORP Awards Received: No
NHSC or NHSC-eligible: No
HRSA-Designated Rural County: Yes
Signed Letter of Commitment: Yes

Gunnison County Juvenile
Services

Address: 200 E. Virginia Avenue, Gunnison, CO 81230
County: Gunnison County
Point of Contact: Kari Commerford, Juvenile Services Director:
kcommerford@gunnisoncounty.org
EIN: 84-6000770
Service Delivery Site: 200 E. Virginia Avenue, Gunnison, CO
81230 (Gunnison County)
Sector: Juvenile Prevention/Intervention
RCORP Awards Received: Yes
NHSC or NHSC-eligible: No
HRSA-Designated Rural County: Yes
Signed Letter of Commitment: Yes

Gunnison Police
Department

Address: 910 W. Bidwell Avenue, Gunnison, CO 81230
County: Gunnison County
Point of Contact: Rob Whiting, Community Resource Officer:
rwhiting@gunnisonco.gov
EIN: 98-06327
Service Delivery Site: 910 W. Bidwell Avenue, Gunnison, CO
81230 (Gunnison County)
Sector: Law Enforcement
RCORP Awards Received: No
NHSC or NHSC-eligible: No
HRSA-Designated Rural County: Yes
Signed Letter of Commitment: Yes

Gunnison Valley Family
Physicians

Signed Letter of Commitment: Yes

Address: 130 E. Virginia Avenue, Gunnison, CO 81230

County: Gunnison County

Point of Contact: Marsha Thorson, MSPH – Practice Manager:
gvfpcb@gmail.com

EIN: 84-0251747

Service Delivery Site: 130 E. Virginia Avenue, Gunnison, CO
81230 (Gunnison County)

Sector: Health Care

RCORP Awards Received: No

NHSC or NHSC-eligible: Yes

HRSA-Designated Rural County: Yes

Signed Letter of Commitment: Yes

Crested Butte Fire
Protection District

Address: 306 Maroon Avenue, Crested Butte, CO 81224

County: Gunnison County

Point of Contact: Rob Weisbaum, NRP, FP-C, MPO, Fire and EMS
Chief: rweisbaum@cbfpd.org

EIN: 84-6113326

Service Delivery Site: 306 Maroon Avenue, Crested Butte, CO
81224 (Gunnison County)

Sector: Fire/EMS

RCORP Awards Received: No

NHSC or NHSC-eligible: No

HRSA-Designated Rural County: Yes

Signed Letter of Commitment: Yes

Gunnison Valley Health
Hospital

Address: 711 N. Taylor Street, Gunnison, CO 81230

County: Gunnison County

Point of Contact: Sherilyn Skokan, RN BSN, Director of Patient
Care Services: sskokan@gvh-colorado.org

EIN: 84-600 8116

Service Delivery Site: 711 N. Taylor Street, Gunnison, CO 81230
(Gunnison County)

Sector: Health Care

RCORP Awards Received: No

NHSC or NHSC-eligible: Yes

Tough Enough to Wear Pink

HRSA-Designated Rural County: Yes
Signed Letter of Commitment: Yes

Address: PO Box 1203, Gunnison, CO 81230

County: Gunnison County

Point of Contact: Heidi Sherratt Bogart, Executive Director:
Heidi.interiorvisions@gmail.com

EIN: 72-1576181

Service Delivery Site: 298 S. Spruce Street, Gunnison, CO
(Gunnison County)

Sector: Community Health and Wellness

RCORP Awards Received: No

NHSC or NHSC-eligible: No

HRSA-Designated Rural County: Yes

Signed Letter of Commitment: Yes

Project Hope

Address: PO Box 1812,

County: Gunnison County

Point of Contact: Andrew Butterfield, Advocacy Director:
coordinator@hope4gv.org

EIN: 841127292

Service Delivery Site: Gunnison County

Sector: Community Health and Wellness

RCORP Awards Received: No

NHSC or NHSC-eligible: No

HRSA-Designated Rural County: Yes

Signed Letter of Commitment: Yes

Recovery Community and
Their Families

Address: NA

County: Gunnison County

Point of Contact: None. 11 community members in recovery
(and family members) are active participants.

EIN: NA, Community Members

Service Delivery Site: NA

Sector: Lived Experience

RCORP Awards Received: No

NHSC or NHSC-eligible: No

HRSA-Designated Rural County: Yes

Signed Letter of Commitment: Yes

Gunnison Valley Health
Foundation

Address: 711 N. Taylor Street, Gunnison, CO 81230
County: Gunnison County
Point of Contact: Jenny Birnie, Executive Director Foundation
Community Well-Being Liaison: jbirnie@gvh-colorado.org
EIN: 84-600 8116
Service Delivery Site: 711 N Taylor Street, Gunnison, CO 81230
(Gunnison County)
Sector: Health Care/ Community Health and Wellness
RCORP Awards Received: No
NHSC or NHSC-eligible: Yes
HRSA-Designated Rural County: Yes
Signed Letter of Commitment: Yes

Gunnison Valley Health
Integrative Therapies

Address: 711 N. Taylor Street, Gunnison, CO 81230
County: Gunnison County
Point of Contact: Eva Paul, Director of Integrative Therapies:
epaul@gvh-colorado.org
EIN: 84-600 8116
Service Delivery Site: 711 N Taylor Street, Gunnison, CO 81230
(Gunnison County)
Sector: Health Care
RCORP Awards Received: No
NHSC or NHSC-eligible: Yes
HRSA-Designated Rural County: Yes
Signed Letter of Commitment: Yes

Gunnison Valley Health Peer
Support Specialists

Address: 711 N. Taylor Street, Gunnison, CO 81230
County: Gunnison County
Point of Contact: Joe Petersen, Peer Support Specialist:
jpetersen@gvh-colorado.org
EIN: 84-600 8116
Service Delivery Site: 711 N. Taylor Street, Gunnison, CO 81230
(Gunnison County)
Sector: Peer Support Services
RCORP Awards Received: No
NHSC or NHSC-eligible: Yes
HRSA-Designated Rural County: Yes

Signed Letter of Commitment: Yes

Crested Butte State of Mind

Address: 405 3rd Street, Crested Butte, CO 81224

County: Gunnison County

Point of Contact: Meghan Dougherty, Executive Director:
mfdougherty79@gmail.com

EIN: 84-3477504

Service Delivery Site: 405 3rd Street, Crested Butte, CO 81224
(Gunnison County)

Sector: Community Health and Wellness

RCORP Awards Received: No

NHSC or NHSC-eligible: No

HRSA-Designated Rural County: Yes

Signed Letter of Commitment: Yes

Seventh Judicial District
Court

Address: 200 E. Virginia Avenue, Gunnison, CO 81230

County: Gunnison County

Point of Contact: Steve Patrick, District Court Chief Judge:
steven.patrick@judicial.state.co.us

EIN: 84-0600334

Service Delivery Site: 200 E. Virginia Avenue, Gunnison, CO
81230 (Gunnison County)

Sector: Treatment and Recovery

RCORP Awards Received: Yes

NHSC or NHSC-eligible: No

HRSA-Designated Rural County: Yes

Signed Letter of Commitment: Yes

Gunnison Watershed RE1J
School District

Address: 800 N. Boulevard Avenue, Gunnison, CO 81230

County: Gunnison County

Point of Contact: Leslie Nichols, EdD, Superintendent

EIN: 84-6013483

Service Delivery Site: 800 N. Boulevard Avenue, Gunnison, CO
81230 (Gunnison County)

Sector: Education

RCORP Awards Received: No

NHSC or NHSC-eligible: No

HRSA-Designated Rural County: Yes

Signed Letter of Commitment: Yes

Gunnison County
Multicultural Resource
Center

Address: 220 N. Spruce Street, Gunnison, CO 81230

County: Gunnison County

Point of Contact: Devan Haney, Multicultural Resources
Coordinator: ghaney@gunnisoncounty.org

EIN: 84-6000770

Service Delivery Site: 220 N. Spruce Street, Gunnison, CO 81230

Sector: Community Health and Wellness

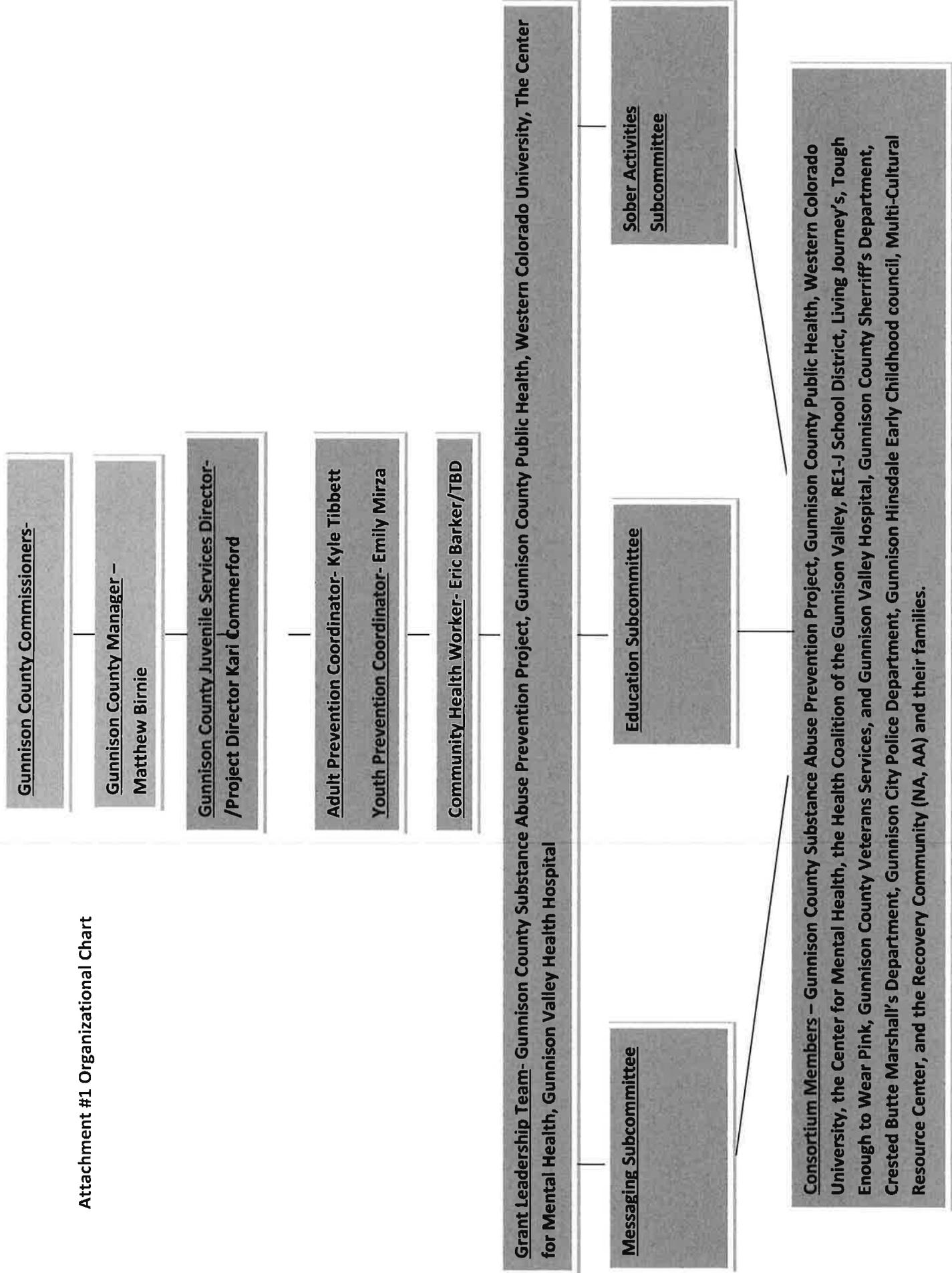
RCORP Awards Received: No

NHSC or NHSC-eligible: No

HRSA-Designated Rural County: Yes

Signed Letter of Commitment: Yes

Attachment #1 Organizational Chart



Staff Plan – Attachment 5

<u>Project Director</u>	<u>Name:</u>	Kari Commerford
	<u>Title:</u>	Director of the Department of Juvenile Services and Gunnison County Substance Abuse Prevention Project
	<u>Organizational Affiliation</u>	Gunnison County – Juvenile Services
	<u>FTE to project</u>	50%
	<u>Roles and Responsibilities to Project</u>	The Grant Director of this grant and will ensure all requirements of the grant are carried out and be the direct contact for all grant communications. The Grant Director will oversee all aspects of the grant including financial and programmatic reporting and tracking progress towards all deliverables. The Grant Director will meet with the identified contact of each of the organizations in order to create the MOU. The MOU will outline the responsibilities of the Consortium members and the responsibilities of the organization. Each organization will identify one key employee who will be the main contact for the Consortium and work on grant specific duties. The Grant Director currently serves as the Project Director for the Communities that Care grant 50% and the RCORP 2019 Implementation grant that will expire July 2020.
	<u>Timeline</u>	Current Project Director
<u>Adult Prevention Coordinator</u>	<u>Name:</u>	Kyle Tibbett
	<u>Title:</u>	Adult Prevention and Tobacco Education Coordinator

	<u>Organizational Affiliation</u>	Gunnison County – Health and Human Services
	<u>FTE to project</u>	50%
	<u>Roles and Responsibilities to Project</u>	The Adult Prevention staff will co-lead the consortium and assist the Grant Director as needed with the Consortium meetings and projects. The Adult Prevention Coordinator will facilitate Consortium sub-group meetings, organize naloxone trainings, promote take-backs, and assist the Community Health Worker. The Adult Prevention Coordinator will work with Gunnison Valley Health System, The Center for Mental Health and the criminal justice system to expand peer workforce opportunities.
	<u>Timeline</u>	Current Adult Prevention Coordinator
<u>Youth Prevention Coordinator</u>	<u>Name:</u>	Emily Mirza
	<u>Title:</u>	Youth Programming/Prevention Coordinator
	<u>Organizational Affiliation</u>	Gunnison County – Juvenile Services - GCSAPP
	<u>FTE to project</u>	25%
	<u>Roles and Responsibilities to Project</u>	The Youth Prevention Coordinator will work with the RE1-J school district to increase and support the use of evidence-based school and community prevention programs. The Youth Prevention Coordinator will work with universally with youth in the school and targeted with youth who are at higher risk for experiencing substance use disorders; LGBTQ youth and those with identified trauma. The Youth Prevention Coordinator will work with Western Colorado University Peer Health Advisors to provide programs and services to University students. The

		Youth Prevention Coordinator and Adult Prevention Coordinator will assist the Program Director with organizing and implementing core treatment activities.
	<u>Timeline</u>	Current Youth Programming Coordinator
<u>Community Health Worker</u>	<u>Name:</u>	TBH
	<u>Title:</u>	Community Health Worker - Recovery
	<u>Organizational Affiliation</u>	Gunnison County – Juvenile Services/TBH
	<u>FTE to project</u>	100%
	<u>Roles and Responsibilities to Project</u>	The Community Health Worker will provide mentorship to community members as they reintegrate into the community from treatment or the criminal justice system and help them navigate resources for basic needs and recovery. The Community Health worker and Adult Prevention Coordinator will work with Gunnison Valley Health System, The Center for Mental Health and the criminal justice system to expand peer workforce opportunities.
	<u>Timeline</u>	Position will be posted September 2021 with hiring to be completed October 2021.
<u>Data Coordinator</u>	<u>Name:</u>	John Powell
	<u>Title:</u>	Data Coordinator
	<u>Organizational Affiliation</u>	Juvenile Services

	<u>FTE to project</u>	100%
	<u>Roles and Responsibilities to Project</u>	The Data Coordinator is responsible for tracking, collecting, aggregating and reporting quantitative and qualitative data and information from consortium members regularly for quarterly and biannual reporting requirements. The Data Coordinator will serve on the larger Consortium and at least 2 sub-groups. See work plan for details.
	<u>Timeline</u>	Current Data Coordinator

Staff Biological Sketchers – Attachment 6

Project Director – Kari Commerford – Director of the Department of Juvenile Services and Gunnison County Substance Abuse Prevention Project Director 50%

Mrs. Commerford currently serves as the Project Director for the Communities that Care grant 50% and the RCORP 2019 Implementation grant that will expire July 2020. Mrs. Commerford has been the Director of Gunnison County Substance Abuse Prevention Project (GCSAPP) since October, 2014 and the Director of Juvenile Service since August 2019. She holds a Master's degree in Clinical Psychology and has held the position of Lecturer of Psychology at Western State Colorado University since 2006. As a Lecturer of Psychology Mrs. Commerford has been trained in and taught course on lifespan development, child psychopathology, family systems theory, eating disorders, abnormal psychology, psychological testing, and clinical psychology. She has been a community presenter for several organizations in Gunnison County on topics such as adolescent development, early childhood development, and neurobiological changes in adolescence, communication with youth, and substance prevention in youth. Mrs. Commerford will be responsible for managing, reporting and overseeing the grant

Adult Prevention Coordinator – Kyle Tibbett 50%

Kyle Tibbett has a background in education and prevention work, and graduated from Lewis & Clark College with a BA in Environmental Studies in 2015. His most recent professional experience included working as a tobacco health educator for Gunnison County Health and Human Services. As an Adult Prevention Specialist, his primary duties consist of ensuring RCORP (Rural Communities Opioid Response Program) grant deliverables are met, including: necessary data collection, engaging and recruiting community members and organizations to be a part of the consortium, coordinating consortium meetings, actively participating as part of the leadership team, and overseeing the messaging subcommittee to ensure that messaging materials align with project goals.

Youth Prevention Coordinator – Emily Mirza 25%

Emily holds a bachelor's of Science in Community Health and is in her second year of a Public Health Master's program for Child and Maternal Health. Emily has worked for Gunnison County as the Health Coordinator since 2015 and in 2018 joined the GCSAPP staff as our Youth Programming Coordinator. As an employee of Gunnison County Emily has worked on the following programs and initiatives; Worksite Wellness Program, Tobacco Prevention Program, Suicide Prevention, and Regional Health Planning.

Community Health Worker – Eric Barker/TBH 100%

The Community Health Worker will provide mentorship to community members as they reintegrate into the community from treatment or the criminal justice system and help them navigate resources for basic needs and recovery. The Community Health worker and Adult Prevention Coordinator will work with Gunnison Valley Health System, The Center for Mental Health and the criminal justice system to expand peer workforce opportunities. This position will

be posted with the job description requiring experience with the recovery community. It will be open until filled.

Data Coordinator - TBH 100% 30hours. /week.

John Powell holds a BS in Math and BA in Sociology and a secondary education teaching license. John is responsible for tracking, collecting, aggregating and reporting quantitative and qualitative data and information for reporting requirements, data sharing and strategic planning. The Data Coordinator will serve on the larger Consortium and at least 2 sub-groups. See work plan for details.

Other RCORP Awards

Name of Award: RCORP 2019-2020 Planning Grant

Dates of Award: June 1, 2019 – May 31, 2020 (federal extension in process for up to 6 months)

Lead Organization: Yes, Lead for Planning and requesting Lead for Implementation

Target Service Area for Planning Grant: Gunnison County, Colorado

Target Service Areas for Implementation Grant: Gunnison County, Colorado

Consortium Members for Planning Grant: Center for Mental Health, Health and Human Services, Western Colorado University, Health Coalition of the Gunnison Valley, Gunnison Valley Health Foundation.

Consortium Members for Implementation Grant: Center for Mental Health, Health and Human Services, Western Colorado University, Health Coalition of the Gunnison Valley, Gunnison Valley Health Foundation, Gunnison Valley Hospital, Project Hope, GVH/CMH Peer Support Specialist, Early Childhood Council, Chief Medical Officer for the County, District Court Judge, City Market Pharmacists, District Attorney, Gunnison Chief of Police, Juvenile Diversion program manager, parents, Cattleman's Days Tough Enough to Wear Pink, recovery community representatives.

Details on non-duplicative efforts – Gunnison County was awarded the 2019 RCORP planning grant which allowed for the formation of the Gunnison County Consortium (GCC). The GCC fulfilled an Environmental Scan and Gaps Analysis, Strategic Plan, Workforce Plan and Sustainability Plan. The Planning grant allowed the GCC to evaluate what was needed in the community for prevention, treatment and recovery and what activities the Consortium is ready to implement short-term and long-term. This process has allowed for the GCC to be prepared to implement action steps to compliment this work. The Planning grant did not allow for direct services and implementation of programs, the implementation grant will allow the GCC to make direct impact to the community through core activities.



GUNNISON COUNTY, COLORADO POSITION DESCRIPTION

POSITION TITLE: Community Health Worker

DEPARTMENT: Juvenile Services/Health and Human Services

FLSA STATUS: Non-Exempt

FORMAT CHANGES: July, 2020

CONTENT CHANGES: July, 2020

This is a grant funded position that may fluctuate in hours and job duties over time. The current position is funded for three years 35-40 hour a week position. The current position's grant specific duties include: working across systems to provide and help navigate resources to individuals in recovery and/or reintegrating into Gunnison.

GENERAL PURPOSE

The Community Health Worker will provide mentorship to community members as they reintegrate into the community from treatment or the criminal justice system and help them navigate resources for basic needs and recovery. The Community Health worker and Adult Prevention Coordinator will work with Gunnison Valley Health System, The Center for Mental Health and the criminal justice system to expand peer workforce opportunities. Presenting data, prevention methods and education to the community through public speaking and presentations.

SUPERVISION RECEIVED

Works under the general direction of Director of Juvenile Services and Health and Human Services Director.

SUPERVISION EXERCISED

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Actively participate in the consortium.
- Serve as the lead consortium member for the recovery sub-group.
- Conduct focus groups and key informant interviews with individuals in recovery and adult problem-solving court (and their families) in order to keep a pulse on community specific needs and gaps.
- Attend adult problem-solving court and serve as a potential team member for individuals in the program.
- Participate in cross-system and multidisciplinary teams to be informed of services and resources and provide ongoing dialogue between systems.
- Work with the GVH Integrated Therapies department and practitioners to create a

comprehensive list of complementary service providers.

- Disseminate information across the community and have targeted messaging to those at risk for SUD/ODU.
- Work with GVH, CMH, primary care offices, individuals with lived experience and community partners to increase the utilization of current services and increase outpatient services that fit the need/culture of the community.
- Connecting individuals in recovery and those reintegrating into the community to local and regional resources.
- Work with the Community Health Coalition of the Gunnison Valley Basic Needs sub-group to disseminate information of community services for accessing food, housing, childcare and parenting supports, job services and other basic needs.
- Collaborate with the workforce center and other organizations as applicable in order to help increase job readiness/vocational skills to increase employment opportunities for individuals in recovery and those with felony substance charges.
- Partner with Law Enforcement and other providers to provide 4 trainings on the use of Narcan and incorporate overdose risk factors, recognition and response strategies.
- Hold periodic take-back events locally with local law enforcement in the community and on Western Colorado University's campus.
- Help provide safe storage options for individuals who don't have storage means currently.
- Research best-practice for community substance abuse prevention and recovery programs for adults in rural areas.
- Work with Western Colorado University and Gunnison County to advocate for a housing complex for sober living; enhance participants' understanding of addiction; and reduce participants' bias toward persons with SUD/ODU.
- Help to coordinate frequent, consistent sober community events to change the social norm and expand on youth safe-spaces for substance-free events.
- Assist with data and presentations to community stakeholders and consortium.
- Work to fulfill the grant requirements with the consortium
- Participate in regular meetings and professional development opportunities.
- Provide regular reports and updates to the Director of Juvenile Services and Health and Human Services.
- Exercise professional ethics with highly confidential information.
- Performs other duties as assigned.

PERIPHERAL DUTIES

May operate a motor vehicle on County business.

REQUIRED QUALIFICATIONS

Education and Experience:

High school diploma or General Education Diploma (GED).

AND

Two years of experience conducting outreach or combination of education and work experience. Successfully completed college or university course work that is appropriate to this position's work assignment may substitute for the required work experience. Lived experience related to this position is required.

PREFERRED QUALIFICATIONS:

Prior experience conducting outreach activities and connecting patients to required services or resources. Graduation from an accredited college or university with a Bachelor's degree in psychology, social work, counseling, human services, or a closely related field. Experience working with clients who are involved with the criminal justice system, probation/parole, human services, and/or other similar referral sources. Bilingual preferred.

Necessary Knowledge, Skills and Abilities:

- Ability to communicate effectively, orally and in writing with emphasis on public speaking
- Strong communication, interpersonal and organizational skills
- Strong writing and marketing skills
- Strong data analysis and evaluation skills
- Ability to work collaboratively and coordinate efforts within coalition and community
- Ability to work independently and with minimal direction
- Basic grant writing skills
- Interest in Prevention Field
- Background in community development preferred

TOOLS AND EQUIPMENT USED

Computer, including word-processing, spreadsheet and data-based applications; printers; typewriter; copy machine; postage machine; fax machine; calculator and telephone system.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.

The employee must occasionally lift and/or move up to 25 pounds.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

COGNITIVE DEMANDS

Requires the ability to listen to, read, understand and communicate the English language so that others are able to understand. This must be done both orally and in writing, at the level appropriate for the position held.

Requires the ability to arrange things or actions in a certain order or pattern according to a specific rule or set of rules.

Requires the ability to remember directions and processes for all essential duties; requires remembering facts; requires remembering the gist of past conversations, situations and events.

Requires focus for long periods of time; concentration on details and thoroughness in completing work tasks; filtering out distractions, ignoring irrelevant information.

Requires the ability to apply general rules to specific situations to produce results that make sense.

Requires the ability to tell when something is wrong or is likely to go wrong. Requires the ability to use logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems. Requires the ability to reflect on strategy, plan, adopt an approach, and change direction if not working.

Requires the ability to choose the right mathematical methods or formulas to solve a problem.

Requires understanding the implications of new information for both current and future problem-solving and decision-making. Requires selecting and using training/instruction appropriate for the situation.

Requires employee to manage his/her own time and the time of others effectively so that tasks get done in an efficient manner and deadlines are met.

Requires being dependable, willing to take on responsibilities and challenges, exerting maximum effort toward completing essential duties, persistent in problem solving, adaptable to change (positive or negative), honesty, and being pleasant to others.

Requires being aware of others' reactions, and understanding why they react as they do.

Requires assessing the performance of yourself, other individuals, and/or the organization to make improvements or take corrective action.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

This is a grant funded position that may fluctuate in hours and job duties over time. The current position is funded for the next year at 40 hours a week.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

This is a Federal Grant and all employees under this grant are to follow federal laws.

ACKNOWLEDGEMENT OF RECEIPT
PLEASE SIGN AND RETURN TO THE HUMAN RESOURCES OFFICE

I _____ acknowledge that I have received a copy of the current job description for the position of GCSAPP Prevention Education Specialist with Gunnison County. I understand the job description does not constitute an employment agreement between Gunnison County and myself and is subject to change by the Management of Gunnison County in its sole discretion.

Signature

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Restorative Justice Grant Application; Gunnison Co

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

grant

Fiscal Impact:

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 3/1/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and raises no legal sufficiency concerns at this time. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 2/26/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/5/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/16/2021

- community engagement to strengthen relationships, develop strategic partnerships, and assess readiness to launch restorative initiatives in communities and/or systems
 - emerging or smaller-scale restorative and transformative justice projects – including alternatives to the traditional criminal justice approach- to prevent or address harm in identified communities

Tell us about your organization/program. Include what you do and the population you work with. (16,000 characters)

The mission of the Gunnison County Juvenile Services Department is to provide prevention, collaboration, connection and early intervention services to Gunnison County youth and their families so they can be healthy, resilient, productively involved and connected to their community. Juvenile Services uses a multi-pronged approach to serve youth and families of the Gunnison Valley, and utilizes strategies ranging from prevention to early-intervention.

Diversion is a program housed within Juvenile Services that offers any youth under the age of 18 who has received a citation an alternative to the Juvenile Judicial Court system. Gunnison County Youth Services actually began more than 30 years ago through a Law Enforcement Administration grant written by the District Attorney to initiate a Juvenile Diversion program to provide services to youth as an alternative to the Judicial Court system. The Juvenile Diversion program was supported financially by all surrounding government agencies until taken under the auspices of Gunnison County in the mid-1980s, when Gunnison County Juvenile Services was formed. Diversion is preventative in nature with the end goal being that there is no further juvenile justice contact. The idea is to have a youth be accountable and responsible for the offense and also determine if there are other needs or issues that may need attention. All participants complete an intake and drug /alcohol screening and are monitored for passing grades, acceptable behavior at school and compliance with rules and curfew at home. Drug and alcohol education and other life skills training may be part of the individualized program.

The Gunnison County Substance Abuse Prevention Project (GCSAPP) is a coalition that is also housed in Juvenile Services. In 2007, the risk factors listed above led to the County being awarded a non-competitive grant to prevent substance abuse at the community and systems level. The grant resulted in the creation of GCSAPP, and has allowed the County to address substance abuse prevention efforts targeted to the youth population. GCSAPP's efforts target students enrolled in the RE1-J district (the only school in Gunnison County), their parents, homeschooled youth and the community as a whole. The mission of GCSAPP is to utilize evidence-based strategies and community mobilization to reduce substance abuse by youth in Gunnison County in order for youth to be healthy, stable, and productively involved in their communities. GCSAPP works closely with the RE1J school district to provide social emotional education and support current prevention efforts.

The work of Juvenile Services is driven by community needs and data. In 2019, Diversion served 23 youth, 53% of those citations involved substances. 14 youth were served in 2020, 78% being substance related, and 10 youth have been served so far in 2021, with 80% of citations involving substances this year. The number of citations involving substances continues to increase.

GCSAPP utilizes data from the Healthy Kids Colorado Survey. We are seeing substance use rates among high schoolers increase longitudinally. RE1J high schoolers are using alcohol, marijuana, and nicotine at a higher rate than students in both our state and health statistic region. To help curb this behavior and address current use in our community, we would like to respond to youth substance use by using a meaningful and restorative approach rather than a punitive one.

*** What is your definition of restorative justice/principles/values? (16,000 characters)**

Restorative justice is different than the current justice system in that it aims to identify and restore harm caused by a situation or event rather than focus on crime committed and punishment that must be carried out. At its heart, restorative practices are centered around relationships and connection, rather than disconnection, which is why Relationship is the first of the 5 “R’s” often used to describe the framework.

Respect is the second of the 5 R’s. It’s hard to re-build relationships with yourself, your family, or in community without the basis of respect. Restorative practices also hinge on the 3rd principle; responsibility. These practices nurture the individual to help them take responsibility in a safe and comfortable environment. The 4th and 5th R’s are repair and reintegrate, which speak to the main goals of restorative justice; to repair harm caused, and help individuals begin to reintegrate into community.

*** What is your proposed project and how does RJ fit into the project?**

Gunnison County Juvenile Services would like to offer the Rethinking Substances program to any youth who comes through Diversion with a citation involving drugs or alcohol. Three Juvenile Services staff (Early Intervention Program Manager, Clinical Prevention Specialist II, and Youth Programming Coordinator) attended the two-day Rethinking Substances training in September of 2020. In addition, both the Early Intervention Program Manager and the Clinical Prevention Specialist have attended trainings in RJ101, Community Group Conferencing, and the Restorative Justice training for school professionals. Two staff members would co-facilitate the initial meeting and follow up meeting with youth and at least one parent. Staff would work with families throughout the process to support youth in coming up with agreements focused on repairing harm to self, family, and community, and ensure that youth carry out those agreements as part of their Diversion contracts, which is in line with the 5Rs of restorative practices. The District Attorney is in favor of implementing Rethinking Substances within the Diversion program.

Juvenile Services are partnering with the RE1J school district to assist with substance related offenses that happen on school grounds by offering Rethinking Substances in lieu of a suspension starting in the fall of 2021. The RE1J district is familiar with restorative practices; a number of staff and administration, including the superintendent, attended the Restorative Practices in Schools training in October of 2019. GCSAPP implements Circles during every class where social emotional curriculum is delivered, and circles are often utilized by other teachers as well. Providing the district with extra support to implement

Rethinking Substances in lieu of drug related suspensions would not only reduce suspension rates, but would help the school climate move from a more punitive approach to a more restorative one.

In order to strengthen our collaboration with the RE1J school district, and continue to use a restorative lens within our programs and interventions, we would also like to send 4 community partners to an RJ in schools training in 2021. The hope is that, with continued training, the use of Restorative Practices in the schools can grow from implementing preventative circles in classrooms and using Rethinking Substances, to utilizing Group Conferencing to address other suspensions or behavior concerns.

*** How will your program/project impact underserved populations? Include any community partnerships involved in efforts. Underserved populations include individuals who by virtue of language, ethnicity, race, culture, disability, age, sexual orientation, religion, gender, gender identity, immigrant or undocumented status, and geographic location may face barriers in accessing services.**

The scope of youth that would be served through Rethinking Substances is limited to those who are being issued citations and/or suspended from school. Although there is no way to target who is being cited, we know that the criminal justice system was built on a foundation of privilege and inequity, and often, those who we are serving fall in to categories of “underserved populations”.

Diversion has served a number of Spanish speaking families, and interpretation services are always offered through Juvenile Services. These interpretation services could be utilized for Rethinking Substances.

The goal of implementing Rethinking Substances, whether through the school or Diversion, is to reduce involvement in systems.

*** Applicant will be responsible for reporting on all funds granted and expended for this project, with supporting documentation available upon request. Please provide a list of requested funding, divided by the following categories of expenses: Training, Supplies and Operating Expenses; Contracted Services. If you propose contracting for services, attach a letter of understanding/agreement with the provider.**

Training Costs including travel for 3 : ~\$200 per person registration x 3 (\$600), \$175 per person lodging x 3 (\$1,575), \$62 food x3 (\$558), mileage \$500 = \$3,233

Supplies/Operating Expenses: 10 substance related violations per year x 8hours per violation x 2 staff x \$40pp = \$6,400

Supplies for Meetings: \$300 – papers, pencils, supplies for meetings

TOTAL = \$9,933

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Corrected Application for Federal Assistance SF-42

Action Requested: County Manager Signature

Parties to the Agreement: Federal Aviation Administration and Gunnison County

Term Begins:

Term Ends:

Grant Contract #: 3-08-0030-059-2021

Summary:

Grant application to receive federal assistance for the Terminal rehab and expansion, construction. This application is being resubmitted due to changes in the amounts of federal assistance increasing from carryover of last year's entitlements. Additionally, needing supporting application

Fiscal Impact: FAA \$1,037,887; CDOT \$57,660; Local \$57,661

Submitted by: Stephanie Williams

Submitter's Email Address: swilliams@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 3/1/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and raises no legal concerns at this time. Note this was originally approved on 2/16/21 but application submitted was for slightly increased amount due to rollover balance availability. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 3/1/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/5/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/16/2021

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): <input type="text"/> * Other (Specify): <input type="text"/>
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* 3. Date Received: <input type="text"/>	4. Applicant Identifier: KGUC
---	----------------------------------

5a. Federal Entity Identifier: 80030	5b. Federal Award Identifier: AIP NO. 30800300592021
---	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

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: <input type="text"/>	Division Name: <input type="text"/>
--	--

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: 970-641-2304 Fax Number: 970-641-8559

* 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:

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="1,037,887.00"/>
* b. Applicant	<input type="text" value="57,661.00"/>
* c. State	<input type="text" value="57,660.00"/>
* 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="1,153,208.00"/>

*** 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:



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

INSTRUCTIONS FOR FORM 5100-100

PART I – Application for Federal Assistance

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

PART II – Project Approval Information

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

SECTION A. STATUTORY CONDITIONS

Item 1 – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

Item 2 – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

Item 3 – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

Item 4 – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

Item 5 – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

Item 6 – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request **does not** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rate (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

SECTION B. CERTIFICATION REGARDING LOBBYING

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
 - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
 - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
 - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.
Example: “*Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated __/__/__ originally filed with AIP Project ###.*”
 - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
 - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

PART III – Budget Information

SECTION A. GENERAL

1. Assistance Listing Number - Show the Assistance Listing Number from which the assistance is requested.

2. Functional or Other Breakout: Indicate “Airport Improvement Program”. Prepare a separate set of Part III forms for other Federal program categories.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

Line 1 - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

Line 2 - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter fees for architectural engineering basic services.

Line 5 - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

Line 6 - Enter fees for inspection, testing and monitoring of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

Line 12 - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

Line 13 - Enter miscellaneous amounts for items not specifically covered by previous categories.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

Line 16 - Enter the difference between Line 14 and Line 15.

Line 17 - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

Line 18 - Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 19 - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

Line 20 - Indicate the amount of the Grantee's share (from Section D).

Line 21 - Indicate the amount of other shares (from Section D)

Line 22 - Indicate sum of Lines 19, 20 and 21.

SECTION C. EXCLUSIONS

Line 23 a-g - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 24 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 24h - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

Line 25a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25c - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

Line 26 - Enter the totals of Lines 24h and 25c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION

Identify location of the project. This will typically be the name of the airport.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

6. SPONSOR'S REPRESENTATIVE

Identify contact information of Sponsor's representative.

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A			
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.			
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	Yes	No	
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	Yes	No	N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	Yes	No	N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	Yes	No	N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. <div style="margin-left: 20px;"> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? Yes No </div> The project is included in another Federal Assistance program. Its CFDA number is below.	Yes	No	N/A
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: <div style="margin-left: 20px;"> De Minimis rate of 10% as permitted by 2 CFR § 200.414. Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII). </div> <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	Yes	No	N/A

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Assistance Listing Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			
19. Federal Share requested of Line 18			
20. Grantee share			
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT:
AIRPORT:
1. Objective:
2. Benefits Anticipated:
3. Approach: (See approved Scope of Work in Final Application)
4. Geographic Location:
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number)

STANDARD DOT TITLE VI ASSURANCES

Gunnison County Board of Commissioners (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES *(Continued)*

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

Gunnison County Board of Commissioners
(Sponsor)

(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____ Date _____
Sponsor's Authorized Representative

Title Matthew Birnie, County Manager

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Gunnison Crested Butte Regional Airport/Gunnison County Board of Commissioners

AIP #: 3-08-0030-059-2021

Project Description(s): Airport Terminal Rehabilitation and Expansion which includes: improving code compliance, HVAC and electrical systems, screening/baggage, increase holdroom space, replace jet bridges, improve parking lot & access road.

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.
 None

- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.
 None (If "None", continue with questions 3 and 4).

- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.
 None

- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.
 None

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/28/2020

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Changes 1 - 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1M	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



ASSURANCES AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4,5,6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1,2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with

respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

- e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

- reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
 - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).

Yes No N/A

2. Construction records, including daily logs, ~~were or~~ will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).

Yes No N/A

3. All acceptance tests specified in the project specifications ~~were or~~ will be performed and documented. (AC 150/5370-12).

Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes No N/A
5. Pay reduction factors required by the specifications ~~were applied or~~ will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance ~~were or~~ will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes No N/A
8. Payments to the contractor ~~were or~~ will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection ~~was or~~ will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A
10. The project ~~was or~~ will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes No N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement ~~has been or~~ will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) ~~has been or~~ will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work ~~has been or~~ will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees ~~have been or~~ will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct ~~is or~~ will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel ~~are or will~~ be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes No N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included ~~or will include~~ clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes No N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented ~~or will implement~~ monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes No N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). ~~was or will~~ be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor ~~has requested or will~~ request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes No N/A

7. For construction and equipment installation projects, the bid solicitation ~~includes or will~~ include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes No N/A

8. Concurrence ~~was or~~ will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes No N/A

9. All construction and equipment installation contracts ~~contain or~~ will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes No N/A

10. All construction and equipment installation contracts exceeding \$2,000 ~~contain or~~ will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

Yes No N/A

11. All construction and equipment installation contracts exceeding \$3,000 ~~contain or~~ will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes No N/A

12. All contracts exceeding \$10,000 ~~contain or~~ will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures ~~are in place or~~ will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) ~~include or~~ will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

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Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications ~~were or~~ will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes No N/A

2. Specifications ~~incorporate or~~ will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes No N/A

3. The development that is ~~included or will~~ be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding ~~have been or~~ will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

Yes No N/A

5. The specification ~~does not use or~~ will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

Yes No N/A

6. The specification ~~does not impose or~~ will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

Yes No N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

Yes No N/A

8. Solicitations with bid alternates ~~include or~~ will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

Yes No N/A

9. Concurrence ~~was or~~ will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

Yes No N/A

10. The plans and specifications ~~incorporate or~~ will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

Yes No N/A

11. The design of all buildings ~~comply or~~ will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

Yes No N/A

12. The project specification ~~include or~~ will include process control and acceptance tests required for the project by as per the applicable standard:

a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Selection of Consultants Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

Yes No N/A

2. Sponsor procurement actions ~~ensure or~~ will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

Yes No N/A

3. Sponsor ~~has excluded or~~ will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

Yes No N/A

4. The advertisement describes ~~or will describe~~ specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes No N/A
5. Sponsor has ~~publicized or~~ will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes No N/A
6. Sponsor has based ~~or will base~~ selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes No N/A
7. Sponsor has verified ~~or will verify~~ that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to ~~or will agree to~~:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes No N/A
9. Sponsor has negotiated ~~or will negotiate~~ a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes No N/A
10. The Sponsor's contract identifies ~~or will identify~~ costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes No N/A
11. Sponsor ~~has prepared or~~ will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes No N/A
12. Sponsor ~~has incorporated or~~ will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor ~~has established or~~ will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes No N/A

14. Sponsor ~~is not using or~~ will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with “no” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , .

Name of Sponsor:

Name of Sponsor’s Authorized Official:

Title of Sponsor’s Authorized Official:

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Assistant County Attorney Employme

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

ACA Employment Agreement

Fiscal Impact:

Submitted by: Lauren Hibbard

Submitter's Email Address: lhibbard@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Will require a budget amendment to upgrade the position from Paralegal to ACA of \$43,661. County Manager is aware of this and has authorized it.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 3/10/2021

County Attorney Review:

Required

Not Required

Comments:

Reveiwed by: GUNCOUNTY1\egaebler

Discharge Date: 3/10/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/10/2021

Consent Agenda Regular Agenda Worksession

Time Allotted: 0

Agenda Date: 3/16/2021

GUNNISON COUNTY ASSISTANT COUNTY ATTORNEY EMPLOYMENT AGREEMENT

THIS GUNNISON COUNTY ASSISTANT COUNTY ATTORNEY EMPLOYMENT AGREEMENT is made and entered into this 4th day of March, 2021 ("Effective Date"), by and between the Board of County Commissioners of the County of Gunnison, Colorado ("Board") and Alex San Filippo-Rosser ("Employee").

1. Employment as Assistant County Attorney. The Board agrees to employ Employee as the Assistant County Attorney, and Employee agrees to be employed as the Assistant County Attorney, pursuant to the terms and conditions of this Agreement, beginning on May 24, 2021.

2. Duties. Employee shall serve at the pleasure of the Board, and under the direct supervision of the County Attorney, who shall have full authority to oversee the work of the Employee and to make employment decisions, including identification of tasks, allocation of time, discipline and termination. In the absence of the County Attorney and the Deputy County Attorney, employee shall perform those duties specifically directed by the full Board, not individual members thereof, as well as such other duties that, in Employee's best professional judgment, are required to perform the job of Assistant County Attorney for the County and to provide legal advice, representation and counsel to the County.

3. Personnel Policies and Procedures. Except as otherwise stipulated herein, the Personnel Policies and Procedures Manual of Gunnison County ("Personnel Policies") shall not apply to Employee.

4. Term. This Agreement shall remain in full force in effect from the Effective Date until terminated by the Employer or Employee as provided in Section 11, 12, or 13 of this Agreement. This Agreement will be subject to review on or about May 24, 2023 and every three years thereafter, unless otherwise terminated. At the review date, the parties will review the duties and compensation of the position with the intent of modifying those items where appropriate.

5. Employee Benefits. During the period of employment, Employee shall be eligible for those benefits afforded full-time permanent Administrative Personnel of Gunnison County, including those set forth below:

a. Vacation. The Employee shall accrue vacation at 10 hours per month until such time as he would be eligible for increased accrual under the Gunnison County Personnel Policies or any future amendments thereto. Accruals will be allowed up to 336 hours, the maximum accrual limit under

County policy.

b. Sick Leave. The Employee shall begin employment with a balance of 40 hours and shall accrue sick leave of 8 hours per month of employment. If, and only if, there is a voluntary resignation by Employee, Employee shall receive payment for accumulated sick leave up to a maximum of one-third of 720 hours (720 x .333).

c. Executive Leave. Employee shall have 5 days (40 hours) of Executive Leave for the calendar year 2021 and each calendar year thereafter. Executive Leave shall not accrue further, nor shall it result in a payout at termination or retirement. Employee's use of such leave shall be documented in writing.

d. Retirement. As per County policy.

e. Cell Phone Reimbursement. Employee shall be eligible for a \$75.00 per month cell phone reimbursement.

f. Health and Welfare Benefits. Employee shall be afforded access to all Health and Welfare Benefits per County policy.

g. County Holidays. Employee shall receive the benefit of all paid County Holidays as set forth by the Board of County Commissioners.

h. Continuing Legal Education. County shall reimburse Employee for the expenses associated with Continuing Legal Education ("CLE") courses required by Colorado Supreme Court in accordance with Section 10-9 of the Personnel Policies regarding Training, including tuition fees, meals, lodging and travel expenses. Such reimbursement shall not exceed One Thousand Five Hundred Dollars (\$1,500) per calendar year.

i. Colorado Bar Dues. County shall reimburse Employee the fee(s) assessed by the Colorado Supreme Court to maintain an active license to practice law in the State of Colorado.

6. Compensation. During the period of employment, the Board agrees to pay Employee for his/her services a base salary of Ninety-nine thousand nine hundred eighty-three dollars and zero cents (\$99,983.00). The compensation shall be reviewed by the parties no sooner than May 24, 2023.

7. Market Wage Adjustments. Employee shall receive the same market wage adjustments as those afforded other top salaried tier County employees.

8. Performance Evaluation. The County Attorney shall be responsible for reviewing and evaluating the performance of Employee at least annually.

9. Hours of Work. It is agreed by both parties that Employee is a professional hired to perform the duties specified and such other duties consistent with the job status, and that performance of these duties will at times require absence from the office, attendance at night meetings and work in excess of forty (40) hours per week. Employee shall not be eligible for wages greater than that identified in this Agreement regardless of the number of hours worked each week. To that end, Employee is free to organize her work schedule in such a fashion as to accommodate her workload, but shall normally be present during the County's business hours.

10. Employee's Responsibilities.

a. Outside Employment. The Employee shall not engage in any outside employment nor engage in any activity that creates an actual or potential conflict of interest with the County.

b. Ethical Responsibilities. Employee shall at all times observe and comply with all ethical and professional standards and all other obligations imposed by constitution, statute or other provision of law and shall at all times conduct Employee's affairs in such a manner as to avoid a conflict of interest and in accordance with the duties and responsibilities outlined by the Board. Employee shall at all times during the period of employment, other than as expressly allowed herein, devote Employee's time, attention, knowledge and skills solely to the interests of the County.

c. Status as Employee. It is the intention of the Board and the Employee that the Employee shall be a public employee and entitled to all of the protection and benefits of a public employee of Gunnison County pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

11. Termination of Employment by County.

a. Employment at Will. The employment relationship between Employee and the County is terminable at the will of the Board of County Commissioners at any time during the period of employment and nothing in this Agreement shall be interpreted or construed to prevent, limit or otherwise interfere with the right of the Board of County Commissioners to terminate the employment relationship at any time for any reason or for no

reason at all.

b. Colorado Bar Admission. Employee shall maintain his license to practice law in the State of Colorado during the term of this Agreement. Should Employee fail to do so, the County may terminate this Agreement pursuant to the provisions set forth in this Paragraph.

12. Termination by Resignation of Employee. During the period of employment, Employee may, at any time following thirty (30) days written notice to the County, resign from employment with the County and terminate this Agreement.

13. Termination of Agreement due to Disability of Employee. If Employee becomes permanently disabled or is prevented by accident, sickness, injury or other mental or physical incapacity from performing the essential functions of the Assistant County Attorney position, and/or accommodation of the disability or incapacity would impose undue hardship on the County, the County may terminate the employment relationship.

14. Entire Agreement. This Agreement constitutes the entire Agreement of the County and Employee and supersedes any and all negotiations relating to the subject matter hereof. It is expressly understood and agreed that in the event of any dispute between the County and Employee arising under this Agreement, Colorado law shall control to the extent that it is not superseded by any applicable federal law. Venue for such a dispute shall exclusively lie in the court(s) of the State of Colorado located in Gunnison County, Colorado.

15. Signatures and Counterparts. This Agreement may be executed in counterparts, each of which is hereby deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or electronically imaged signature shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Board and Employee have executed this Agreement as of the day and date as first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

EMPLOYEE

Jonathan Houck, Chairperson



Alex San Filippo-Rosser
Assistant County Attorney

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amended Contract; Communities that Care; COVID-19

Action Requested: Other County Manager Approval to apply

Parties to the Agreement: CDPHE

Term Begins: 7/1/2020

Term Ends: 6/30/2021

Grant Contract #:

Summary:

Seeking county approval to amend current Communities That Care budget by \$100,000 for COVID 19 response through end of June 30, 2021. Contract would come later.

Fiscal Impact:

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

An amendment to the current CTC grant for \$100,000 until the end of June for COVID response. We will have to do a budget amendment to add it in later this year. No cost to County, it does have indirect so Public Health will probably gain 5%.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 3/10/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and presents no legal sufficiency issues at this time. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 3/9/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/10/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/16/2021



COLORADO
 Department of Public Health & Environment

PREVENTION SERVICES DIVISION- BUDGET JUSTIFICATION FORM
 Original Contract Routing #

Contractor Name	Board of County Commissioners of Gunnison County, for the use and benefit of the Gunnison County Department of Health and Human Services
Budget Period	July 1, 2020 - June 30, 2021
Project Name	GCSAPP

Program Contact Name, Title, Phone and Email	Kari Commerford, Director of Juvenile Services, 970-642-7393 kcommerford@gunnisoncounty.org
Fiscal Contact Name, Title, Phone and Email	Jody Wise, Accountant, 970-641-7679 jwise@gunnisoncounty.org
Contract/Encumbrance Number	CT FHLA 2021*0351

Expenditure Categories		Budget Totals		
Personal Services Salaried Employees		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Position Title	Description of Work and Justification for Revision			
Director/CTC Facilitator		\$37,753.92		\$37,753.92
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Personal Services Hourly Employees		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Position Title	Description of Work and Justification for Revision			
Education Specialist II		\$28,860.00		\$28,860.00
Youth Programming Coordinator		\$18,720.00		\$18,720.00
ECC Coordinator - FFBP Lead		\$17,680.00		\$17,680.00
Health Education Outreach		\$26,000.00		\$26,000.00
COVID Logistics Lead	Orders, receives, tracks COVID 19 response emergency supplies, including vaccine		\$9,574.00	\$9,574.00
COVID Public Health Nurse	Manages COVID 19 vaccination clinics and does case investigations/contact tracing		\$16,650.00	\$16,650.00
COVID Administrative Assistant	Provides administrative support for COVID 19 response, including testing, vaccine clinics, comm		\$13,500.00	\$13,500.00
COVID Recovery Coordinator	Coordinates community COVID 19 recovery efforts, convening stakeholders, identifying funding		\$18,048.00	\$18,048.00
COVID Containment Coordinator	Coordinates efforts to contain spread of infection at events and other high risk activities/enviro		\$9,750.00	\$9,750.00
COVID Health Educator	Communicates with public on positive tests, does contact tracing, produces data reports		\$17,127.00	\$17,127.00
				\$0.00
Total Personal Services (including fringe benefits)		\$129,013.92	\$84,649.00	\$213,662.92
Supplies & Operating Expenses		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	Description of Item and Justification for Revision			
Coalition Meeting Meals		\$2,160.00		\$2,160.00
Workgroup meeting meals		\$1,152.00		\$1,152.00
Community Forum/Education		\$4,800.00		\$4,800.00
Sources of Strength - meals		\$960.00		\$960.00
Sources of Strength - campaign		\$3,000.00		\$3,000.00
2 computers		\$7,200.00		\$7,200.00
Advertising to report local data		\$1,740.00		\$1,740.00
General office supplies		\$975.00		\$975.00
Office/Youth Space Rental		\$2,400.00		\$2,400.00
COVID Printing Supplies and Advertising	Printing for vaccination clinics, including Emergency Use Authorization consent, information, an		\$9,189.00	\$9,189.00
				\$0.00
Total Supplies & Operating Expenses		\$24,387.00	\$9,189.00	\$33,576.00
Travel		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	Description of Item and Justification for Revision			
Local mileage		\$442.75		\$442.75
Conference mileage		\$603.20		\$603.20
Lodging		\$5,400.00		\$5,400.00
Per Diem		\$2,376.00		\$2,376.00
Registration		\$800.00		\$800.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

		Total Travel	\$9,621.95	\$0.00	\$9,621.95
Contractual (payments to third parties or entities)		Original Budget		Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Subcontractor Entity Name	Description of Item and Justification for Revision				
University Advisors		\$4,500.00			\$4,500.00
Promotoras	COVID 19 Promotoras 2 x \$700 Stipend for outreaching to Spanish population		\$1,400.00		\$1,400.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Contractual		\$4,500.00	\$1,400.00		\$5,900.00
SUB-TOTAL BEFORE INDIRECT		\$167,522.87	\$95,238.00		\$262,760.87
Indirect		Original Budget		Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	Description of Item				
Federal Negotiated Indirect cost rate		\$8,376.13	\$4,762.00		\$13,138.13
CDPHE Negotiated Indirect Cost Rate					\$0.00
De Minimis Indirect Cost Rate					\$0.00
Total Indirect		\$8,376.13	\$4,762.00		\$13,138.13
TOTAL		\$175,899.00	\$100,000.00		\$275,899.00

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution Authorizing the Board to Purchase Real

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached. The action was previously approved, but the title company has requested a resolution. The County Attorney's Office created the resolution.

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 and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 3/10/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/10/2021

Consent Agenda Regular Agenda Worksession

Time Allotted: 0

Agenda Date: 3/16/2021

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

RESOLUTION NO: 2021 - _____

A RESOLUTION AUTHORIZING THE BOARD TO PURCHASE REAL PROPERTY

WHEREAS, pursuant to Colo. Rev. Stat. § 30-11-101(1)(b), Gunnison County has the legal authority to purchase and hold real property for the use of the County;

WHEREAS, pursuant to Colo. Rev. Stat. § 30-11-101(1)(c), Gunnison County has the legal authority to make such order respecting real property owned by Gunnison County as the Board may deem conducive to the interests of the inhabitants of Gunnison County and to lease the same in the best interest of the County;

WHEREAS, pursuant to Colo. Rev. Stat. § 30-11-101(1)(d), Gunnison County has the legal authority to make all contracts and do all other acts in relation to the property necessary to the exercise of Gunnison County's corporate or administrative powers--any such contract may, by its terms, exceed one year, and be binding upon the parties thereto as to all of its rights, duties and obligations; and

WHEREAS, The Board of Trustees of Gunnison Valley Hospital, Board of Trustees for Gunnison Valley Hospital and Gunnison Valley Hospital (collectively, "GVH") is a duly created, established, organized, and existing public hospital created by Gunnison County pursuant to Title 25, Article 3 of the Colorado Revised Statutes; and

WHEREAS, GVH has requested that Gunnison County acquire the real property described in this Resolution for the primary purpose of providing transitional housing for GVH staff; and

WHEREAS, pursuant to Colo. Rev. Stat. § 25-3-304, GVH has exclusive control and responsibility for the supervision, care, and custody of any grounds, rooms, or buildings on which it operates and which is also owned by Gunnison County;

WHEREAS, the Board of County Commissioners of the County of Gunnison desires to purchase certain real property located at 711 North Colorado Street, Gunnison, Colorado, more fully described as:

Unit 4, Elk Crest Condominiums, according to the Plat thereof recorded June 16, 2006 as reception No. 566088 and re-recorded June 19, 2006 as reception No. 566110 and the declaration of Elk Crest Condominiums pertaining thereto recorded June 16, 2006 as reception No. 566089,
County of Gunnison,
State of Colorado ("Property");

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners that County Manager Matthew Birnie is authorized to execute all necessary documents and perform all actions necessary to effectuate the purchase of the Property, and, to the extent necessary, for GVH Chief Executive Officer Robert Santilli and GVH Vice President – Administrative Services Wade Baker to execute all necessary documents and perform all actions necessary to effectuate the purchase of the Property as limited agents for the Board of County Commissioners for this sole and limited express purpose and for no other purpose, unless otherwise expressly authorized by this Board.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth Smith, Commissioner

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution Adjusting Ground Rent for Use of Premis

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: 4/1/2021

Term Ends: 3/31/2022

Grant Contract #:

Summary:

Resolution is needed to authorize the Gold Basin Industrial Park ground rental rates, which are adjusted annually. They are increased by the Denver-Aurora-Lakewood Consumer Price Index: the 2020 increase is 1.95% from 2019.

Fiscal Impact: Increase of \$61/acre

Submitted by: Juan Guerra

Submitter's Email Address: jguerra@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 3/10/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 3/10/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/10/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/16/2021

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 21-_____**

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

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado owns and operates the Gold Basin Industrial Park located in the County of Gunnison, State of Colorado and as legally described as 38.79 acres in NE4NW4. Section 11 49N1W #499861 and portions of 21.28 acres in SE4SW4. Section 2 49N1W #499861; and

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

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

WHEREAS, the Denver-Aurora-Lakewood Consumer Price Index for All Urban Consumers, as published by the United State Department of Labor Bureau of Labor Statistics, for 2020 was 272.207, a 1.95% increase from 2019.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that effective on April 1, 2021:

1. The ground rental rate shall be in the amount of \$3,206 per annum per acre of premises occupied.
2. Premises occupied will be rounded to the nearest thousandth of an acre (x.xxx acres).

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

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson

Elizabeth Smith, Commissioner

Attest:

Deputy County Clerk

Industrial Park
4/1/2018

Acct	Leasehold	Acres	Prior per acre	Prior Annual	Prior Monthly	New per acre	New Annual	New Monthly
1002	Leasehold 2	6.042	\$ 2,905	\$ 17,552.01	\$ 1,462.67	\$ 3,003	18,144.13	\$ 1,512.01
1003	Leasehold 3A	2.000	\$ 2,905	\$ 5,810.00	\$ 484.17	\$ 3,003	6,006.00	\$ 500.50
1004	Leasehold 3B	2.562	\$ 2,905	\$ 7,442.61	\$ 620.22	\$ 3,003	7,693.69	\$ 641.14
1005	Leasehold 5	3.130	\$ 2,905	\$ 9,092.65	\$ 757.72	\$ 3,003	9,399.39	\$ 783.28
1006	Leasehold 6	3.637	\$ 2,905	\$ 10,565.49	\$ 880.46	\$ 3,003	10,921.91	\$ 910.16
1007	Leasehold 7	1.984	\$ 2,905	\$ 5,763.52	\$ 480.29	\$ 3,003	5,957.95	\$ 496.50
		19.355		\$ 56,226.28	\$ 4,685.52		\$ 58,123.07	\$ 4,843.59

2016 Denver/Boulder CPI	246.643
2017 Denver/Boulder CPI	254.995
% Increase (Decrease)	3.39%
Prior per acre	\$ 2,905
New per acre rate	\$ 3,003 Resolution 18-10

Industrial Park
4/1/2019

Acct	Leasehold	Acres	Prior per acre	Prior Annual	Prior Monthly	New per acre	New Annual	New Monthly
1002	Leasehold 2	6.042	\$ 3,003	\$ 18,144.13	\$ 1,512.01	\$ 3,085	-	\$ -
1003	Leasehold 3A	2.000	\$ 3,003	\$ 6,006.00	\$ -	\$ 3,085	6,170.00	\$ -
1004	Leasehold 3B	2.562	\$ 3,003	\$ 7,693.69	\$ 641.14	\$ 3,085	7,903.77	\$ 658.65
1005	Leasehold 5	3.130	\$ 3,003	\$ 9,399.39	\$ 783.28	\$ 3,085	9,656.05	\$ 804.67
1006	Leasehold 6	3.637	\$ 3,003	\$ 10,921.91	\$ 910.16	\$ 3,085	11,220.15	\$ 935.01
1007	Leasehold 7	1.984	\$ 3,003	\$ 5,957.95	\$ 496.50	\$ 3,085	6,120.64	\$ 510.05
		19.355		\$ 58,123.07	\$ 4,343.09		\$ 41,070.61	\$ 2,908.38

2017 Denver/Boulder CPI	254.995
2018 Denver/Boulder CPI	261.958
% Increase (Decrease)	2.73%
Prior per acre	\$ 3,003
New per acre rate	\$ 3,085 Resolution 19-8

Industrial Park
4/1/2020

Acct	Leasehold	Acres	Prior per acre	Prior Annual	Prior Monthly	New per acre	New Annual	New Monthly
1002	Leasehold 2	6.042	\$ 3,085	\$ 18,639.57	\$ 1,553.30	\$ 3,145	-	\$ -
1003	Leasehold 3A	2.000	\$ 3,085	\$ 6,170.00	\$ -	\$ 3,145	6,290.00	\$ -
1004	Leasehold 3B	2.562	\$ 3,085	\$ 7,903.77	\$ 658.65	\$ 3,145	8,057.49	\$ 671.46
1005	Leasehold 5	3.130	\$ 3,085	\$ 9,656.05	\$ 804.67	\$ 3,145	9,843.85	\$ 820.32
1006	Leasehold 6	3.637	\$ 3,085	\$ 11,220.15	\$ 935.01	\$ 3,145	11,438.37	\$ 953.20
1007	Leasehold 7	1.984	\$ 3,085	\$ 6,120.64	\$ 510.05	\$ 3,145	6,239.68	\$ 519.97
		19.355		\$ 59,710.18	\$ 4,461.68		\$ 41,869.39	\$ 2,964.95

2018 Denver/Boulder CPI	261.958
2019 Denver/Boulder CPI	266.999
% Increase (Decrease)	1.92%
Prior per acre	\$ 3,085
New per acre rate	\$ 3,145 Resolution 20-X

Industrial Park
4/1/2021

Acct	Leasehold	Acres	Prior per acre	Prior Annual	Prior Monthly	New per acre	New Annual	New Monthly
1002	Leasehold 2	6.042	\$ 3,145	\$ 19,002.09	\$ 1,583.51	\$ 3,206	-	\$ -
1003	Leasehold 3A	2.000	\$ 3,145	\$ 6,290.00	\$ -	\$ 3,206	-	\$ -
1004	Leasehold 3B	2.562	\$ 3,145	\$ 8,057.49	\$ 671.46	\$ 3,206	8,213.77	\$ 684.48
1005	Leasehold 5	3.130	\$ 3,145	\$ 9,843.85	\$ 820.32	\$ 3,206	10,034.78	\$ 836.23
1006	Leasehold 6	3.637	\$ 3,145	\$ 11,438.37	\$ 953.20	\$ 3,206	11,660.22	\$ 971.69
1007	Leasehold 7	1.984	\$ 3,145	\$ 6,239.68	\$ 519.97	\$ 3,206	6,360.70	\$ 530.06
		19.355		\$ 60,871.48	\$ 4,548.46		\$ 36,269.48	\$ 3,022.46

2019 Denver/Boulder CPI	266.999
2020 Denver/Boulder CPI	272.207
% Increase (Decrease)	1.95%
Prior per acre	\$ 3,145
New per acre rate	\$ 3,206 Resolution 21-X

NOTE: Leasehold 2 and 3A are not currently rented.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of Approval to Submit; FY 2021 March

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The county will purchase 4 additional CNG ready vehicles which will fulfill the strategic goal of 26 CNG vehicles. This grant will support the incremental cost to outfit vehicles to CNG

Fiscal Impact: 48000

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 3/1/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and does not raise any legal sufficiency concerns at this time. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 2/26/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/5/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/16/2021



FY 2021 March 1 EIAF Tier I Grant Application Cloned 01/26/21.

Local Government/Organization: Gunnison County
 Partially Complete 2021-02-23T13:50:57
 GRANTS_WEB **Reviewed On:**
Reviewed By:
Reviewer Notes:

Application Overview

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

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

Requests in this Cycle 21-05 are for **Tier I** projects that are limited at up to \$200,000 with a 50/50 match requirement. Tier I award notifications are anticipated in mid-May. For more information and additional documentation on the EIAF program, please go to the program website at: <https://cdola.colorado.gov/energymineral-impact-assistance-fund-grant-eiaf>

A. APPLICANT/CONTACT INFORMATION

1. Local Government/Organization: Gunnison County

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

2. Principal Representative:

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

Honorific:

First Name: Matthew

Middle Name:

Last Name: Birnie

Suffix:

Role: Principal Representative

Mailing Address: 200 E. Virginia Ave.

Address 2:

City: Gunnison

State: CO

Zip Code: 81230

Phone #: 970-641-0248

Email Address: mbirnie@gunnisoncounty.org

3. Responsible Administrator (will receive all mailings) for the Application:**Honorific:****First Name:** John**Middle Name:****Last Name:** Cattles**Suffix:****Role:** Program Manager/Primary Contact**Mailing Address:** 200 E. Virginia Ave.**Address 2:****City:** Gunnison**State:** CO**Zip Code:** 81230**Phone #:** 970-641-8562**Email Address:** jcattles@gunnisoncounty.org**B. CHIEF ELECTED OFFICIAL INFORMATION**

Please provide contact information for the chief elected official.

a. Name

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

Jonathan Houck

b. Title

Gunnison County Board of County Commissioners Chair

c. Street Address

200 E. Virginia Ave.

d. City

Gunnison

e. State

Please use the two letter abbreviation

CO

f. Zip

81,230

g. Phone

Use xxx-xxx-xxxx format

970-275-9625

h. Email Address

jhouck@gunnisoncounty.org

C. PROJECT DESCRIPTION AND DEMOGRAPHIC INFORMATION

a. Project Title

Begin the project name with your community name. Example: "Town of Oak Creek Project Name", "Gunnison County Project Name".

CNG fleet vehicles

b. Amount of grant funds requested

* The amount requested should equal "Grant Request Total" line from the project budget below.

48,000.00

c. Matching Funds

189,064.00

d. Description the problem, opportunity or challenge that resulted the request

(2,500 character limit)

Gunnison County has been converting it's fleet to CNG for the last 4 years following the construction of a public CNG station that was supported by a grant from the Colorado Energy Office and a fuel purchase agreement by the County. Additionally the County has partnered with the RTA to convert it's buses to CNG and has extended the fuel purchase agreement terms to the RTA. The fuel purchase agreement includes an allowance of renewable natural gas to support a part of the fuel use by the County and RTA. The BOCC has a goal included in it's strategic plan of converting 26 fleet vehicles and currently has 22, the addition of these 4 vehicles will achieve the goal.

e. Description of the project scope of work

Description of the various tasks involved in the project including specific data such as quantities, mileage, square feet, linear ft. etc., as well as specific project location within the city and/or county etc. Please be specific to the project. (2,500 character limit)

The purchase of 4 additional light trucks which will be used by the Sheriff.

f. Local Priority

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

1

g. State historic registry designation

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

No

g.1 State historic registry number

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

h. Current population

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

17,540.00

h.1 Current population estimate source

Colorado State Demographer

i. Five year population projection

18,021.00

i.1 Population projection source

Colorado State Demographer

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

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

Yes

j.1 Date

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

02/23/0021

j. 2 Method of contact

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

Email

k. Supporting documents

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

[Download](#)

D. DEMONSTRATION OF NEED

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

a. Demonstration of need

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

Gunnison County analyzed its fleet to understand the value of converting vehicles to CNG. We considered annual mileage, usage, vehicle type, fuel economy, and available alternatives. 26 vehicles were found to have annual mileage over 12,000, average fuel economy less than 16 mpg, and no other alternative fuel, like electric, available in the vehicle type. Furthermore, in 2017 the BOCC adopted a position statement regarding alternative fuel vehicles and other greenhouse gas mitigation strategies that prioritized immediate action to reduce greenhouse gas emissions over waiting for other alternatives to emerge. The County's studies have concluded that CNG is the best alternative fuel option available for its light trucks and heavy duty fleet vehicles and that benefits can be increased through the use of renewable natural gas.

b. Project implementation

How does the implementation of this project address the need? (2,500 character limit)

The County has nearly achieved its goal of converting 26 light fleet vehicles to CNG, the addition of 4 more vehicles will meet the goal set by the board.

c. Does this project address the stated need?

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

Yes

d. What other implementation options have been considered?

(2,500 character limit)

The County has investigated other grant opportunities and is not eligible for the other alternative vehicle grant funds available. Light trucks are not included in the Clean Air Fleets grant, heavy vehicles are and the County is considering that source to support an upcoming heavy truck purchase which would be a CNG fueled vehicle.

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

(2,500 character limit)

The County will fall short of its strategic goal to convert all eligible light trucks in its fleet to CNG.
E. FINANCIAL INFORMATION (CURRENT YEAR)

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

Applicant (Co-applicant) Financial Information

a. Financial Information Upload

Please upload a completed Applicant Financials Template as an Excel document.

[Download](#) Copy of 2021 EIAF Applicant Financials Template.xls

F. PROJECT BUDGET

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

a. Applicant Project Budget Upload

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

[Download](#) (4) EIAF Project Budget Template 2021 CNG.xls

G. MEASURABLE OUTCOMES

a. Describe the expected measurable outcomes

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

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

(2,500 character limit)

This project will help support a local privately owned, publicly accessible CNG station so that our community will have access to an alternative fuel source that fits their needs. It will also allow citizens of Gunnison County to use a fuel for their vehicles which is extracted in the County already which is socially responsible and environmentally responsible, reducing carbon emissions compared with gas and diesel. Also by entering into long-term low cost fuel contracts the County and RTA have more flexibility to use dollars to meet community needs including: public transportation initiatives by RTA, the County Public Works and

Sheriff will have more stable fuel prices allowing them to commit more dollars to their core missions with confidence in that fuel costs won't disrupt their budgets. Current CNG contract prices are significantly lower than retail gasoline and diesel prices.

b. Energy efficiency

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

Yes, the use of CNG for vehicle fuel will emit less carbon into the atmosphere than gasoline or diesel. Furthermore the County's fuel purchase agreement includes renewable natural gas (RNG) which is derived from sources that would otherwise emit methane into the atmosphere. Methane is a powerful greenhouse gas, burning it releases CO₂ which is still a greenhouse gas but is at least 25 times less potent than methane. Furthermore, utilizing methane that would otherwise be wasted for vehicle fuel avoids the use of other fossil fuel sources. Gunnison County contracted with Dr. Abel Chavez to create a calculator to estimate the greenhouse gas savings of its CNG fleet based on a fuel wells to wheels analysis. Dr. Chavez utilized the GREET model from the Argonne National Laboratory and Gunnison County's fleet information to develop the tool. Utilizing the tool we estimate the CNG fleet conversion project will reduce the County's greenhouse gas emissions from its fleet operations by 713,155 kg/ annually.

H. LOCAL EFFORT

a. Relationship to Community Goals

Is the project identified in the applicant's budget or a jurisdictionally approved plan (e.g. capital improvement plan, equipment replacement plan, comprehensive plan, utility plan, road maintenance and improvement plan or other local or regional strategic management or planning document)? What is its ranking? (2,500 character limit)

The project has been in the Board of County Commissioners' strategic plan for several years, funds for replacement vehicles have been planned according to the vehicle replacement schedule. The Board has also adopted a greenhouse gas reduction goal of 20% reduction by 2030 and has developed a plan to increase that goal to 50% reduction by 2030, though the 50% goal has not yet been adopted into the strategic plan which is delayed due to COVID. The County is committed to utilizing alternative fuel vehicles for its fleet and will identify the best fuel choice for vehicles based on the availability of vehicles and requirements of the vehicles. At this time CNG is the best choice for light trucks that need to have sufficient range to reach the extents of the County's operations which are geographically large.

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

(2,500 character limit)

Paying for the entire cost of the vehicles locally would require the County to use a replacement schedule that would slow the transition of fleet vehicles to alternative fuel. The County's conversion schedule aligns with the regular fleet replacement schedule, delaying replacements would mean older, less efficient vehicles would remain on the road longer and may incur longer downtimes and higher costs to maintain than replacing the vehicles now.

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

(2,500 character limit)

Yes. The vehicles were scheduled for replacement last year but capital expenditures were deferred due to COVID and the unknown effect of the pandemic on revenues.

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

(Note: Whenever possible, local government cash match on a dollar for dollar match basis is encouraged.) Are the local funds committed or pending? If there are pending funds, when will the status of those funds be determined? (2,500 character limit)

The cash match will come from sales tax, which is dedicated to capital expenditures only. Sales tax revenue remained stronger than anticipated through 2020 so the Board included capital expenditures in the 2021 budget which had been deferred in 2020.

e. Community partners

What other community entities, organizations, or stakeholders recognize the value of this project and are collaborating with you to achieve increased livability of the community? Please describe how your partners are contributing to achieve the improvement to the livability of the community through this project. If funding is awarded and in-kind contributions are included in the project budget, detailed tracking will be required on all project monitoring reports. (2,500 character limit)

The County has partnered with the RTA on CNG conversions. The State of Colorado had expressed a commitment to CNG when the project was initiated and the County had hoped State vehicles in the area would convert but priorities have changed and no State owned vehicles stationed in the area have been converted. The County has also tried partnering with private industry like UPS and Waste Management, both of which have committed to CNG in their fleets. One UPS truck in the area uses CNG. We are told by both companies that fleet replacements in the future will consider CNG since we have a local station, however, our region is low on the priority list for conversion because of a lack of State or local mandates to utilize alternative fuels. Alternative fuel trucks are being deployed first to places where mandates and incentives exist.

f. Tax rate, usage charges, or fees

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

No

f.1 Tax rate or usage charge modifications

If the tax rate, user charges or fees were modified, what was the modification and when did this change occur? (2,500 character limit)

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

(1,000 character limit)

No

I. READINESS**a. When will the project begin**

Select one

Within 3 months

b. What is the timeframe for completion?

Select one

3-6 months

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

No

c.1 What additional design or engineering work remains?

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

c.2 How were project cost estimates determined?

(2,500 character limit)

Direct estimates from the vehicle dealer and the CNG upfitter.

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

Yes

c.3.i Bids

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

[Download](#)

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

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

No

J. ENERGY & MINERAL RELATIONSHIP**a. Community energy or mineral impact**

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

Gunnison County's history has long been tied to the mining industry. The extraction of coal, gold, silver, uranium and secondary resources has been integral to the development of several of the County's communities. Gunnison County is home to two of Colorado's largest and most productive coal mines, Oxbow Mining LLC's Elk Creek Mine and Mountain Coal Company's West Elk Mine in Somerset, producing significant amounts of exported product, and significant tax revenues. Each mine produces approximately five-to-six million tons of high-quality bituminous coal annually. The Elk Creek Mine is one of the top five underground producing mines in the nation. Gunnison County has worked with Oxbow Mining and Mountain Coal to create a Special District under the Gunnison County Land Use Resolution to provide a smooth process for expansion of their respective mining operations. In 2003, Gunnison County adopted the Coal Resource Special Area Coal Mining Regulations, to recognize the unique importance of coal mining within the Somerset area. Specifically the special regulations intend to simplify and expedite the permitting process for existing coal companies and avoid duplication with State and Federal permitting requirements while avoiding or mitigating potential impacts to the environment, public services and facilities, property and public safety that are not addressed by other State or Federal agencies. Gunnison County has consistently supported lease revisions, the Colorado Roadless Rule versus the Clinton Roadless Rule, and even a lowering of the royalty rates in support of the coal mines.

b. Use data

Cite actual use data that documents direct impact as it relates to the need for the project. For example, "heavy truck traffic directly related to energy development activities is impacting County Road X. A traffic count done in May 2020 showed energy related truck traffic increased from 100 trips per day to 300." (2,500 character limit)

K. MANAGEMENT CAPACITY

a. Fund management

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

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

b. Project sustainability

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

Operating costs are expected to be similar to that of gasoline and diesel vehicles, some Colorado fleets have reported lower operating costs.

c. Expertise

Describe the technical and professional experience/expertise of the person(s) and/or professional firms responsible to manage this project. (2,000 character limit)

Gunnison County has ordered several CNG vehicles in the past year and have learned the intricacies of

ordering alternative fueled vehicles. The County is also supported by the Colorado Energy Office fleet coaches when need arises.

d. Duplication of services

Does the project duplicate service capacity already established? Is the service inadequate? Has consolidation of services with another provider been considered? (2,000 character limit)

No duplication exists.

L. RESILIENCY CRITERIA

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

The 2020 Colorado Resiliency Framework provides nine Resiliency Prioritization Criteria that can serve as a guide when planning a project to enhance its long-term resilience. More information on the Resiliency Prioritization Criteria can be found at <https://drive.google.com/file/d/1FKWji-VTAvmhl85ZYJkIoMRBe-7z29Km/view>. Below, please select Yes/No/NA for all of the criteria that can be considered to apply to your project and describe how the project will increase the community's long-term resilience and ability to anticipate, withstand, and/or rebound from a natural or manmade hazard event. If any of the below criteria have been addressed in another part of the application, you may reference that section in responses below. Your project may not meet all of the criteria below and if the criteria does not apply to your project, please select N/A.

a. Adaptive capacity

Yes

a.1 Adaptive capacity

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

(450 character limit)

The CNG vehicles the County is purchasing are dual fuel, they can run on either CNG or gasoline. This offers flexibility in the face of a crisis that may affect one or the other fuel. Also, vehicles have very long range when both fuel types are utilized so vehicles can go very far and stay in the field longer if needed. Gunnison County is geographically large and remote so long range is essential.

b. Co-benefits

Yes

b.1 Co-benefits

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

(450 character limit)

The use of alternative fuel vehicles has a co-benefit of providing fuel cost certainty. The County has entered into a 10 year fuel purchase agreement for CNG so the cost of fuel is low and predictable. The other benefit is reduced GHG emissions which plays a part in climate change mitigation.

c. Economic benefit-cost

Yes

c.1 Economic benefit-cost

Briefly describe how this project will make good financial investments that have the potential for economic benefit to the investor and the broader community through both direct and indirect returns.

(450 character limit)

The use of alternative fuel vehicles has a co-benefit of providing fuel cost certainty. The County has entered into a 10 year fuel purchase agreement for CNG so the cost of fuel is low and predictable. The County's support makes the public CNG fueling station possible which provides the general public and business access to the same fuel price certainty if they wish to enter into a similar fuel purchase contract.

d. Harmonize with existing activity

Yes

d.1 Harmonize with existing activity

Briefly describe how this project will expand, enhance, or leverage work being done on other existing efforts.

(450 character limit)

The project aligns with the County's and local municipalities goals of reducing greenhouse gas emissions.

e. High risk and vulnerability

Yes

e.1 High risk and vulnerability

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

(450 character limit)

The project lowers the GHG emissions from fleet activities which, along with many other changes, contributes to climate change mitigation.

f. Innovation

Yes

f.1 Innovation

Briefly describe how this project will advance new approaches and techniques that will encourage continual improvement of best practices and serve as a model for others in Colorado and beyond.

(450 character limit)

Changing fleet operations to alternative fuels is a substantial departure from business as usual. The culture change within the County and RTA operations has been significant and will be an asset when other changes like electric vehicles are instituted. The County has developed a culture of innovation that has paid dividends in other projects such as converting facilities to all electric heat pumps and building solar PV arrays.

g. Long-term and lasting impact

Yes

g.1 Long-term and lasting impact

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

(450 character limit)

The project will lower GHG emissions and has contributed to developing a culture that is open to change and data driven.

h. Social equity

No

h.1 Social equity

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

(450 character limit)

i. Technical Soundness

Yes

i.1 Technical soundness

Briefly describe how this project identifies solutions that reflect best practices that have been tested and proven to work in similar regional context.

(450 character limit)

The project is based on analysis and data that has utilized tools developed by national laboratories. The County also relied on case studies and experience from communities in our regions such as Grand Junction.

M. HIGH PERFORMANCE CERTIFICATION PROGRAM (HPCP) COMPLIANCE

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

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

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

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

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

a. HPCP applicability

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

(If **no**, the project does not meet the HPCP requirement and the rest of this Section M does not need to be completed)

No

b. HVAC details

Does the building include an HVAC system?

No

b.1 Type of HVAC system

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

c. Project type

Please select the type of construction project.

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

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

c.2 Building square footage

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

d. Does the cost of renovation exceed 25% of the current value of the property?

Select from the drop down list.

d.1. What is the current property value?

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

e. Does this project meet the HPCP criteria?

If you answered “yes” to questions a, b, c, and d, then your project meets the HPCP applicability criteria. Complete the HPCP registration form and preliminary checklist and upload below. (See DOLA's HPCP web page for registration and checklist form.)

e.1 HPCP registration form and checklist

If you answered yes above, please complete the HPCP registration and checklist from <https://cdola.colorado.gov/high-performance-certification-program> and attach below as an Excel file.

Download

f. Third party verification

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

f.1 Third party verification cost

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

f.2 Third party verification resources

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

f.2.i Third party verification resources required

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

N. TABOR COMPLIANCE**a. Voter authorization**

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

Yes

a.1 If yes, please explain

(500 character limit)

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

a.2 If no, please respond below.

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

No

b. Attorney Affirmation

Affirm Local Government Attorney has confirmed the above TABOR statement.

Yes

O. ENVIRONMENTAL REVIEW

Indicate below whether any of the proposed project activities:

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

No

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

(2,000 character limit)

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

Select from the drop down menu.

No

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

(2,000 character limit)

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

Select from the drop down menu.

No

c.1 If yes, please explain.

(2,000 character limit)

P. OFFICIAL ACTION

a. Date of official Board, Council or Commission action

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

03/02/2021

Energy and Mineral Impact Assistance Program - EIAF Application Applicant Financials Template

Applicant:	Gunnison County
Project Name:	CNG Fleet Vehicles

Financial Information (Current Year)

In the column below labeled "Lead Applicant" provide the financial information for the municipality, county, school district or special district directly benefiting from the application. In the columns below labeled "Co-applicant", provide the financial information for any public entities on whose behalf the application is being submitted (if applicable).

Complete items "A" through "M" for ALL project types

	Lead Applicant	Co-Applicant:	Co-Applicant:
A. Assessed Valuation (AV) most recent year	\$ 724,440,770		
B. Total Mill Levy	16.226		
C. Property Tax revenue generated (mill levy x AV / 1,000)	\$ 11,754,776		
D. Sales Tax rate	1.0%		
E. Sales Tax Estimated annual revenue	\$ 2,600,000		
F. General Fund budgeted revenue	\$ 15,674,096		
G. General Fund budgeted expenditures	\$ 16,990,442		
H. General Fund balance December 31st of previous year	\$ 6,208,316		
I. Portion of General Fund which is Unassigned ^^ (meets definition identified in the GASB statement below)	\$ 4,799,580		
J. Total budgeted revenue (all funds)*	\$ 128,263,646		
K. Total budgeted expenditures (all funds)*	\$ 127,447,509		
L. Total fund balance (all funds)*	\$ 94,976,180		
M. Total outstanding debt (all funds)*	\$ 56,985,141		

* Sum of General Fund and all Special or Enterprise Funds

** Include total outstanding liability from all multi-year debt obligations (lease purchase agreements, certificates of participation and other debt instruments).

^^ **Unassigned fund balance** - Amounts that are available for any purpose; these amounts are reported only in the general fund and have not been committed by resolution, ordinance or contract and have not been budgeted for an intended purpose. Click on the link below for GASB Fund Balance definitions.

[https://gasb.org/cs/ContentServer?c=Document_C&cid=1176156714843&d=&pagename=GASB%2FDocument_C%2FGASBDocumentPage for GASB Fund Balance definitions](https://gasb.org/cs/ContentServer?c=Document_C&cid=1176156714843&d=&pagename=GASB%2FDocument_C%2FGASBDocumentPage%20for%20GASB%20Fund%20Balance%20definitions)

Projects Managed through Special or Enterprise Funds			
For projects to be managed through a Special Fund other than the General Fund (e.g. County Road and Bridge Fund) or managed through an Enterprise Fund (e.g. water, sewer, county airport), please complete items "N" through "R":			
Identify the relevant Special or Enterprise Fund > > >			
N. Special or Enterprise Fund budgeted revenue			
O. Special or Enterprise Fund budgeted expenditures			
P. Special or Enterprise Fund outstanding debt**			
Q. Special Fund Mill Levy (if applicable)			
R. Special or Enterprise Fund balance December 31 st of previous year			

** Include the total outstanding liability from all multi-year debt obligations (lease purchase agreements, certificate of participation and any other debt instruments).

For Water and Sewer projects only, please complete items "S" through "U"		
	Water	Sewer
S. Tap Fee		
T. Average monthly user charge (Divide sum of annual (commercial and residential) revenues by 12 and then divide by the number of total taps served.) NOTE: Commercial and Residential combined		
U. Number of total taps served by lead applicant		

Applicant: Gunnison County
 Project Name: CNG Fleet Vehicles
 Applicant Contact: John Cattles
 Date: 7/25/2021

EIAF Application Project Budget						
Project Expenses	Project Revenues & In-kind			Funding: Committed (C) or Pending (P)		
	Total Cost	State Funds	Other Funds		In-Kind: <i>Must be approved by DOLA prior to application.</i>	Other Fund Source
(4) Ford F-150 trucks with Police package	\$ 189,064	\$ 48,000	\$ 189,064		Sales Tax Revenue (budgeted)	C
(4) CNG upfitting package	\$ 48,000	\$ 48,000			DOLA EIAF grant	P
Contingency (enter amount in column C)	0%					
If no contingency, explain:	Budget based on quotes, no expectation that cost will change.					
Total/Sub-Total	\$ 237,064	\$ 48,000	\$ 189,064	\$ -		
TOTAL	\$ 237,064	\$ 237,064	NOTE: Total Project Expenses <u>must equal</u> Total Revenues & In Kind			
			NOTE: Add/delete expense rows as necessary			
	% Match State	20%	% Match Local	80%		

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached. It was signed and distributed on 3/1/2021.

Fiscal Impact: \$65/hour plus expenses

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 3/12/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 3/2/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 3/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/16/2021

CONTRACTOR AGREEMENT

This CONTRACTOR AGREEMENT ("Agreement") made effective this 18 day of March, 2021, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. VIRGINIA AVE., GUNNISON, CO 81230 ("Gunnison County") and WALTER A. SORRENTINO, whose address is 25587 CONIFER ROAD, SUITE 105-223, CONIFER, CO 80433 ("Contractor").

RECITALS

WHEREAS, Gunnison County sits as the County Board of Equalization ("CBOE") pursuant to C.R.S. § 39-8-101; and

WHEREAS, the CBOE pursuant to C.R.S. § 39-8-102(2)(i) has the authority to appoint independent referees experienced in property valuation to conduct hearings that review the valuations for assessment of all taxable property in the County ("Hearing Officer"); and

WHEREAS, The Contractor is experienced in property valuation and desires to provide professional services as the Hearing Officer for the CBOE, as more fully described in his proposal for services, attached and incorporated into this Agreement as Appendix A ("Services"); and

WHEREAS, Gunnison County in its role as the CBOE 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 SEPTEMBER 15, 2021 and shall terminate on NOVEMBER 1, 2021, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist Gunnison County with fulfilling its duties as the CBOE as required by C.R.S. § 39-8-101 et. seq.

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 at SIXTY-FIVE U.S. DOLLARS PER HOUR (\$65.00/hour) for Services described as billable hours in Appendix A, these billable hours specifically exclude travel time to and from Gunnison County offices at 200 E. Virginia Ave., Gunnison, CO 81230.

Travel time to and from Gunnison County offices shall be reimbursed at the 2020 IRS vehicular mileage rate of FIFTY-SIX U.S. CENTS PER MILE (\$0.56/mile), with a limit on each one-way distance travelled of one-hundred and fifty miles (150 miles) as proposed in Appendix A. Gunnison County shall also reimburse Contractor for overnight stays in Gunnison that are reasonably necessary during Contractor's provision of Services. Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement 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. CONTRACTOR REPRESENTATIONS AND WARRANTIES.

- a. Contractor represents and warrants that, pursuant to C.R.S. § 39-8-102(2)(i), during the property tax year in which Contractor shall be appointed as independent referee Contractor does not represent, and has not represented, any taxpayer in the county where Contractor will be appointed as an independent referee in any matter relating to the protest and appeal of property valuation or to the abatement or refund of property taxes.
- b. Contractor represents and warrants that, pursuant to C.R.S. § 39-8-102(2)(i), Contractor shall not represent any taxpayer who appears in any hearing before Contractor in any matter subsequent relating to the protest and appeal of property valuation or to the abatement or refund of property taxes.

12. MISCELLANEOUS.

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

- b. **AMENDMENT.** No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** 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.

13. 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.

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms described in Section 4 above.

15. NOTICES.

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

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

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

Contractor: Walter A. Sorrentino
25587 Conifer Rd.
Suite 105-223
Conifer, CO 80433

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.

16. 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.

17. 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.

18. 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: 
Matthew Birnie, County Manager

ATTEST:


Deputy Clerk



CONTRACTOR

By:

A handwritten signature in blue ink, starting with a vertical stroke, curving to the right, and then extending horizontally to the right.

Walter A. Sorrentino

**APPENDIX A
SCOPE OF SERVICES**

Proposal

Walter A. Sorrentino

457 Bell Road PO Box 236 Shawnee, Colorado 80475-0236

Home 303.816.0669 Mobile 303.995.4917

Proposal submitted (via email) to:

Mathew Birney, Gunnison County Manager and

The Honorable Board of Gunnison County Commissioners

200 East Virginia Avenue

Gunnison, Colorado 81230

970.641.0248

January 22, 2021

Proposed Position: Hearings Officer

Please excuse my tardiness in submitting this business proposal. I took some time to contact several former colleagues at the City and County of Denver Assessment Division concerning utilization of hearings officers. I also contacted several business acquaintances performing hearings officer duties in Denver, Boulder, Jefferson and Douglas counties. I felt this research essential in determining a fair and equitable business proposal.

Problems facing the Board hearing and addressing taxpayer appeals of property valuations used to determine ad valorem taxes appear to be based in cost-effectiveness. This proposal attempts to recognize restricted county budgets and the need hear property valuation appeals in the most cost-effective method possible.

I propose to make myself available, in person, to hear all appeals submitted by Gunnison County taxpayers concerning the valuations assigned to their properties. I propose that every day hearings are scheduled I travel to the Gunnison County offices where I will be assigned a work area, preferably in the assessor's office. I would like access to an up-to-date hard copy or electronic file of the Assessor's Reference Library as published by the Division of Property Taxation. A suitable laptop commuter loaded with the necessary forms and software for the effective recording of hearings and submission of recommendations for valuation assignments to the Board for their consideration. I do not propose to remain in Gunnison beyond standard office hours nor burden the County budget with the cost of overnight accommodations.

I have included my resume reflecting decades of appraisal/assessment experience and have attached summary pages of my extensive appraisal/assessment education. I hope my qualifications fit your needs.

Based on contacts with my assessment and hearings officer peers, a fairly standard compensation rate for hearings officer services is in the range of \$75.00 per hour. However, I recognize this is a rate for larger urban counties along the front-range. Allowing that smaller rural counties may be faced with more limited budgets, I propose an hourly compensation for my services of \$65.00 per hour. Billable hours will include time spent hearing appeals as well as the time required to complete summaries and value recommendations for consideration by the Board. Travel time to and from Gunnison will not be included in billed hours. I further propose using the 2020 IRS standard vehicular mileage rate \$0.56 per mile to compensate for travel costs; I estimate distance traveled, one-way, to be approximately 150 miles.

It is my sincere hope that this business proposal aligns with the needs of the Honorable Board of Gunnison County Commissioners. I am confident that I can supply the taxpayers of Gunnison County fair and equitable hearings/reviews of appeals and provide accurate recommendations for ad valorem property values to the Board.

Walter A. Sorrentino

Walter A. Sorrentino

Residence:
457 Bell Road
Post Office Box 236
Shawnee, Colorado 80475-0236
Home: 303.816.0669
Email: shawnee1259@gmail.com

Mailing Address:
25587 Conifer Road
Suite 105-223
Conifer, Colorado 80433
Mobile: 303.995.4917
Email: shawnee1259@gmail.com

Experience:

- Compliance Investigator II, June, 2013 to June 30, 2019 (retired)

State of Colorado, Department of Regulatory Agencies
1560 Broadway Street Suite 925
Denver, Colorado 80202

Division of Real Estate
Office: 303.894.2674
Email: walter.sorrentino@state.co.us

Investigate complaints against commercial, conservation easement, eminent domain including Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA AKA yellow book), and Uniform Residential Appraisal Reports appraisals performed by credentialed Colorado Appraiser licensees. Investigate and perform site-audits of credentialed Colorado Real Estate Broker licensees ensuring compliance with the Colorado Real Estate Commission rules governing real estate sales and property management under Colorado Revised Statutes governing real estate professional practices. Investigations included gathering evidence, drafting subpoenas, verifying data, interviewing complainants, witnesses, and respondents, and the presentation of investigative reports of findings with exhibits to BOREA/CREC with recommendations for appropriate sanctions. Assisted Conservation Easement Oversight Commission program staff in the determination of potential USPAP violations associated with the issuance of Colorado Tax Credit Certificates. Investigate compliance with Colorado Senate Bill 13-221, Treasury Regulations 26 CFR 1.170A-14, and/or §170(h) of the Federal Internal Revenue Service Code. Work with the Colorado Attorney's General Office by preparing demonstrative evidence and exhibits, giving oral testimony in administrative proceedings. As a condition of employment with the DRE, my Colorado Certified General Appraiser credential was reclassified to "in-active" status. Other positions included:

- *Compliance Investigator I*: Investigation of URAR residential appraisal reports with increasingly complex investigations assigned commensurate with experience and licensure as a Certified General Appraiser.
- *Notable Public Presentations*:
- Keynote Speaker at the 2018 Colorado Association of Real Estate Appraisers: Summary presentation of the Division of Real Estate regulatory process.
- Panel Member at the Northern Colorado Association of Real Estate Appraisers: "An afternoon with Division of Real Estate Investigators."

- Supervisor, Real Property Appraisal, February, 1981 to June, 2013 (retired)

City and County of Denver, Department of Revenue
1445 Cleveland Place 4th floor
Denver, Colorado 80202

Assessment Division
Office: 720 913 4094
Email: walter.sorrentino@denvergov.org

Supervised teams of licensed appraisers performing duties required to establish the Denver Assessor's tax roll for certification. Public presentations representing the City and County of Denver Assessment Division and the role of ad valorem mass appraisal in determining real estate tax levies. Completed all assessment duties as defined under the Colorado Revised Statutes for ad valorem taxation and summarized in the Assessor's Reference Library as published by the State of Colorado, Division of Property Taxation. Qualified as an expert witness before the Colorado Court of Appeals, the Denver District Court in the 2nd Judicial District, and other quasi-judicial boards established to hear ad valorem tax appeals. Other positions included:

- *Computation Clerk*: duties included research and analysis of deeds received from the County Clerk and Records office that resulted in a transfer of less than 100% of ownership rights.
- *Real Property Appraiser I, II, and III*: duties included review of building permits and plans in order to perfect the assessor's records. Analyze, modify, and defend real property valuations for administrative appeals by taxpayers. Performed mass appraisal analysis for multiple property types.

- **Analyst Specialist:** duties included utilization of Computer Assisted Mass Appraisal Multiple Regression Analysis as applicable to the assessor's bi-annual re-assessment of all properties in the jurisdiction.
- **Notable Public Presentations:**
 - Keynote Speaker at the 2002 Colorado Assessor's Law Symposium: Covered the Mass Appraisal analysis of unique, hi-end residential and atypical property types.

Licenses and Permits (date originally issued):

2017, February	Park County, Colorado Concealed Handgun carry permit	#3493
2004, January	Certified General Appraiser (Inactive)	CG.01317383
1993, January	Certified Residential Appraiser (expired)	CR.01317383
1992, June	Registered Appraiser (expired)	AR.01317383
1992, April	Licensed Appraiser (expired)	AL.01317383
1992, April	Licensed Assessment Appraiser (expired)	AA.01317383

Affiliations:

- Colorado Association of Tax Appraisers, former member in good standing.
- International Association of Assessing Officers, sponsor of the Appraisal Foundation (AF), former member in good standing
- Northern Colorado Association of Real Estate Appraisers, former member in good standing.

Education:

2019, September	Valuation Resources for Solar Photovoltaic Systems 4 hours CE presented by CMP appraisal in association with NCAREA, Buhler in Thornton, Colorado
2019, July	Uniform Standards of Professional Appraisal Practice (USPAP) Update Course 7 hours CE presented by DPT, Hooper in Boulder, Colorado
2019, April	Blueprint Reading for Appraisers 2 hours CE presented by NCAREA, Brienza and Garone, in Northglenn, Colorado
2019, February	Colorado Water Rights for Appraisers and Brokers 2 hours CE presented by Wright Water Engineers, Wright/Flood through NCAREA in Northglenn, Colorado
2018, August	A Day with the Assessors 8 hours CE presented by NCAREA, Scott/Gazvoda/Herbison/Braddock/Pruett/Erffmeyer/Sandstrom/Smith/Miller/Woodruff, in Northglenn, Colorado
2018, April	Appraiser Using Judgement in Appraisal Practice 2 hours CE presented by NCAREA, Works, in Northglenn, Colorado
2018, April	Skills Sharpener and Highest & Best Use Challenge 8 hours CE presented by CAREA, Roerig/Garone, in Colorado Springs, Colorado
2018, February	Regulatory Update and Common Appraisal Issues 2 hours CE presented by NCAREA, Waters (DRE) & Garone (IRS), in Thornton, Colorado
2017, October	An Afternoon with Division of Real Estate Investigators-panelist 4 hours CE presented by DRE, Fausett/Stanley/Davis/Sau/Sorantino/Goldanloo/Elder, in Northglenn, Colorado
2017, November	Uniform Standards of Professional Appraisal Practice (USPAP) Update Course 7 hours CE presented by DRE, Ovsliowitz/Fausett in Denver, Colorado
2017, June	Practical Analytics for Appraisers 7 hours CE presented by NCAREA, Steve O'Brien of House-Canary in Thornton, Colorado
2017, June	Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book Course) 23 hours CE presented by The Appraisal Foundation through the American Society of Farm Managers and Rural Appraisers (ASFMRA), Clapp in Denver, Colorado
2017, April	Eminent Domain, a Balanced Update on Case Law and Valuation Issues 12 hours CE presented by Continuing Legal Education (CLE) International, Alderman/Hamre in Denver, Colorado
2017, March	Valuation of Conservation Easements 30 hours CE presented by The Appraisal Institute, Closser in Chicago, Illinois
2017, January	2017 Colorado Conservation Easement Appraiser Update Course 7 hours CE presented by Emily Griffith Technical College, McMahon Online course
2016, December	Uniform Standards of Professional Appraisal Practice (USPAP) Update Course 7 hours CE presented by DPT, McGrath in Aurora, Colorado
2016, December	Regulatory Update and Common Appraisal Issues 2 hours CE presented by NCAREA, Waters (DRE) & Garone (IRS), in Thornton, Colorado
2016, September	Western Slope Appraiser Continuing Education Seminar: Energy Efficiency and Contributory Value (2 CE hours), Supporting Adjustments (2 CE hours), HUD/FHA Update (2 CE hours), and BOREA Update (2 CE hours) 8 hours CE presented by NCAREA Dasmarrals (AF)/Garone (IRS)/Schroeder (HUD/FHA)/Fausett (DRE)/Ovsliowitz (DRE) in Grand Junction, Colorado
2016, August	Valuation of Donated Real Estate, including Conservation Easements 8 hours CE presented by Internal Revenue Service (IRS), Garone/Houston/Graco/Barkley/Fuller/Mollinari through NCAREA in Thornton, Colorado
2016, August	Water Rights and their Importance to Real Estate Appraisers and Brokers 2 hours CE presented by Wright Water Engineers, K. Wright PE through NCAREA in Thornton, Colorado
2015, September	Investigator Training, Level III 17½ hours CE presented by AF/AARO, Hamblton/Lewis in Raleigh, North Carolina
2014, November	The FHA Appraisal 7 hours CE presented by Department of Housing and Urban Development (HUD) – Federal Housing Authority (FHA) staff in Denver, Colorado

2014, September Techniques of Interview and Interrogation
18 hours CE presented by John E. Reid & Associates Inc. in Denver, Colorado

2014, June Conservation Easement Appraiser, Update Course
4 hours CE presented by DRE-DORA, Ormiston in Lakewood, Colorado

2014, May Regulatory Leadership Program
14 hours CE presented by CLEAR-DORA, Newman/Williams in Denver, Colorado

2014, March Uniform Standards of Professional Appraisal Practice (USPAP) Course
15 hours CE presented by DRE, Ovsowitz/Fausett in Denver, Colorado

2013, December Uniform Standards of Professional Appraisal Practice (USPAP) Update Course
7 hours CE presented by DRE, Ovsowitz/Fausett in Denver, Colorado

2013, August Investigator Training, Level II
17½ hours CE presented by AF/AARO, Badger/Disney in Chicago, Illinois

2013, June Investigator Training, Level I
17½ hours CE presented by The Appraisal Foundation (AF) and The Association of Appraiser Regulatory Officials (AARO), Lewis/Rogers in Denver, Colorado

2013, April Uniform Standards of Professional Appraisal Practice (USPAP) Update Course
7 hours CE presented by DPT, Hooper in Denver Colorado

2012, December Natural Resources
7 hours CE presented by DPT, McGrath in Castle Rock, Colorado

2012, November Agricultural Land and Rural Structures
22 hours CE presented by DPT, Hooper in Weld County, Colorado

2012, September Vacant Land Present Worth Discounting
22 hours CE presented by DPT, McGrath/Hooper in Glenwood Springs, Colorado

2011, September Uniform Standards of Professional Appraisal Practice (USPAP) Update Course
7 hours CE presented by DPT, Ellis in Denver, Colorado

2009, August Valuation of Commercial Properties in a Declining Market
7½ hours CE presented by the IAAO, Daniels in Breckenridge, Colorado

2009, August Property Measurement
4 hours CE presented by CATA, Settle in Breckenridge, Colorado

2009, August Bed and Breakfast
4 hours CE presented by CATA, Dickinson in Breckenridge, Colorado

2009, August Preparation of Data for Modeling Analysis
7½ hours CE presented by IAAO, Daniels in Breckenridge, Colorado

2009, April Uniform Standards of Professional Appraisal Practice (USPAP) Update Course
7 hours CE presented by DPT, Dickinson in Denver, Colorado

2008, August Agricultural Land Classification
7 hours CE presented by CATA, Kahl in Copper Mountain, Colorado

2008, August Colorado Water Law II
7 hours CE presented by CATA, Felt in Golden, Colorado

2008, February Possessory Interest Workshop
7 hours CE presented by DPT, Kahl/Dickinson in Golden, Colorado

2007, October Colorado Water Law I
7 hours CE presented by CATA, Felt in Copper Mountain, Colorado

2007, October Appraising REO and Foreclosure Properties
8 hours CE presented by McKissock, LP, Huntoon in Copper Mountain, Colorado

2007, October Houses: An Insider's Look at the Hazards Inside
4 hours CE presented by Kaplan Professional Schools, Hudson in Copper Mountain, Colorado

2007, October Houses: Toxic Mold Alert!
4 hours CE presented by Kaplan Professional Schools, Hudson in Copper Mountain, Colorado

2007, October Abatements
4 hours CE presented by CATA, Ogden in Copper Mountain, Colorado

2007, July Uniform Standards of Professional Appraisal Practice (USPAP) Update Course
7 hours CE presented by DPT, Fuller in Denver, Colorado

2006, July Tax Increment Financing
4 hours CE presented by DPT, McGrath in Gypsum, Colorado

2005, November Uniform Standards of Professional Appraisal Practice (USPAP) Update Course
7 hours CE presented by DPT, Fuller/Benko in Denver, Colorado

2005, August Geographic Information Systems for Assessment
7 hours CE presented by DPT, Dickinson/Teri in Castle Rock, Colorado

2005, August Mapping Procedures
7 hours CE presented by DPT, Dickinson/Teri in Castle Rock, Colorado

2004, September Complex Residential and Gross Rent Multiplier
17 hours CE presented by DPT, Hooper in Denver, Colorado

2004, September Made in America, Appraising Factory Built Housing
8 hours CE presented by McKissock, LP, McKissock in Breckenridge, Colorado

2004, September Basic Title Conveyance
7 hours CE presented by CATA, Ogden in Denver, Colorado

2004, April Uniform Standards of Professional Appraisal Practice (USPAP) Update Course

2014, September **Techniques of Interview and Interrogation**
18 hours CE presented by John E. Reid & Associates Inc. in Denver, Colorado

2014, June **Conservation Easement Appraiser, Update Course**
4 hours CE presented by DRE-DORA, Ormiston in Lakewood, Colorado

2014, May **Regulatory Leadership Program**
14 hours CE presented by CLEAR-DORA, Newman/Williams in Denver, Colorado

2014, March **Uniform Standards of Professional Appraisal Practice (USPAP) Course**
15 hours CE presented by DRE, Ovsowitz/Fausett in Denver, Colorado

2013, December **Uniform Standards of Professional Appraisal Practice (USPAP) Update Course**
7 hours CE presented by DRE, Ovsowitz/Fausett in Denver, Colorado

2013, August **Investigator Training, Level II**
17½ hours CE presented by AF/AARO, Badger/Disney in Chicago, Illinois

2013, June **Investigator Training, Level I**
17½ hours CE presented by The Appraisal Foundation (AF) and The Association of Appraiser Regulatory Officials (AARO), Lewis/Rogers in Denver, Colorado

2013, April **Uniform Standards of Professional Appraisal Practice (USPAP) Update Course**
7 hours CE presented by DPT, Hooper in Denver Colorado

2012, December **Natural Resources**
7 hours CE presented by DPT, McGrath in Castle Rock, Colorado

2012, November **Agricultural Land and Rural Structures**
22 hours CE presented by DPT, Hooper in Weld County, Colorado

2012, September **Vacant Land Present Worth Discounting**
22 hours CE presented by DPT, McGrath/Hooper in Glenwood Springs, Colorado

2011, September **Uniform Standards of Professional Appraisal Practice (USPAP) Update Course**
7 hours CE presented by DPT, Ellis in Denver, Colorado

2009, August **Valuation of Commercial Properties in a Declining Market**
7½ hours CE presented by the IAAO, Daniels in Breckenridge, Colorado

2009, August **Property Measurement**
4 hours CE presented by CATA, Settle in Breckenridge, Colorado

2009, August **Bed and Breakfast**
4 hours CE presented by CATA, Dickinson in Breckenridge, Colorado

2009, August **Preparation of Data for Modeling Analysis**
7½ hours CE presented by IAAO, Daniels in Breckenridge, Colorado

2009, April **Uniform Standards of Professional Appraisal Practice (USPAP) Update Course**
7 hours CE presented by DPT, Dickinson in Denver, Colorado

2008, August **Agricultural Land Classification**
7 hours CE presented by CATA, Kahl in Copper Mountain, Colorado

2008, August **Colorado Water Law II**
7 hours CE presented by CATA, Felt in Golden, Colorado

2008, February **Possessory Interest Workshop**
7 hours CE presented by DPT, Kahl/Dickinson in Golden, Colorado

2007, October **Colorado Water Law I**
7 hours CE presented by CATA, Felt at Copper Mountain, Colorado

2007, October **Appraising REO and Foreclosure Properties**
8 hours CE presented by McKissock, LP, Huntoon in Copper Mountain, Colorado

2007, October **Houses: An Insider's Look at the Hazards Inside**
4 hours CE presented by Kaplan Professional Schools, Hudson in Copper Mountain, Colorado

2007, October **Houses: Toxic Mold Alert!**
4 hours CE presented by Kaplan Professional Schools, Hudson in Copper Mountain, Colorado

2007, October **Abatements**
4 hours CE presented by CATA, Ogden in Copper Mountain, Colorado

2007, July **Uniform Standards of Professional Appraisal Practice (USPAP) Update Course**
7 hours CE presented by DPT, Fuller in Denver, Colorado

2006, July **Tax Increment Financing**
4 hours CE presented by DPT, McGrath in Gypsum, Colorado

2005, November **Uniform Standards of Professional Appraisal Practice (USPAP) Update Course**
7 hours CE presented by DPT, Fuller/Benko in Denver, Colorado

2005, August **Geographic Information Systems for Assessment**
7 hours CE presented by DPT, Dickinson/Teri in Castle Rock, Colorado

2005, August **Mapping Procedures**
7 hours CE presented by DPT, Dickinson/Teri in Castle Rock, Colorado

2004, September **Complex Residential and Gross Rent Multiplier**
17 hours CE presented by DPT, Hooper in Denver, Colorado

2004, September **Made in America, Appraising Factory Built Housing**
8 hours CE presented by McKissock, LP, McKissock in Breckenridge, Colorado

2004, September **Basic Title Conveyance**
7 hours CE presented by CATA, Ogden in Denver, Colorado

2004, April **Uniform Standards of Professional Appraisal Practice (USPAP) Update Course**
7 hours CE presented by DPT, Fuller/Benko in Golden, Colorado

2002, June **Statistics**
15 hours CE presented by DPT, Beazer/Hyde in Denver, Colorado

- 2002, June Assessment Appeals workshop
7 hours CE presented by DPT, Benko/Bregar/ Forbes/ Griego in Denver, Colorado
- 2000, September Manufactured Homes Workshop
14 hours CE presented by DPT, Griego in Denver, Colorado
- 2000, February USPAP Standards and Ethics
7 hours CE presented by DPT, Fuller in Denver, Colorado
- 1999, February Advanced Modeling with SPSS
92 (estimated) hours CE presented by Thingan and Associates, Thingan in Denver, Colorado
- 1998, November Fundamentals of Modeling with SPSS
32 (estimated) hours CE presented by Thingan and Associates, Thingan in Denver, Colorado
- 1998, November Market Modeling
23 hours CE presented by DPT, Hyde in Denver, Colorado
- 1998, July USPAP Standards and Ethics
7 hours CE presented by DPT, Benko/Forbes in Denver, Colorado
- 1998, May Assessment Appeals Process
7 hours CE presented by DPT, Benko/Forbes in Golden, Colorado
- 1998, May Presenting your Best Case
15 hours CE presented by DPT, Benko/Forbes in Golden, Colorado
- 1996, September Appraisal of Land
32 (estimated) hours CE by IAAO, Handley in Denver, Colorado
- 1996, April USPAP Standards and Ethics
4 hours CE presented by University of Colorado, Adrian in Boulder, Colorado
- 1995, December Computer Assisted Mass Appraisal/Multiple Regression Analysis
15 hours CE presented by DPT, Hyde in Golden, Colorado
- 1995, September Vacant Land Workshop
15 hours CE presented by DPT, Wiemholt in Denver, Colorado
- 1994, January Time Trend Analysis Workshop
15 hours CE presented by DPT, Hyde, Wiemholt, Manson in Golden, Colorado
- 1992, November Computer Assisted Mass Appraisal Valuation Model Building – Residential
32 (estimated) hours CE presented by IAAO, Ekert in Denver, Colorado
- 1991, April Standards of Practice and Professional Ethics Workshop
14 (estimated) hours CE presented by IAAO, Ekert in Denver, Colorado
- 1986, August Mass Appraisal of Residential Property
32 (estimated) hours CE presented by IAAO, Ekert in Denver, Colorado
- 1985, November Development and Writing of Narrative Appraisal Reports
32 (estimated) hours CE presented by IAAO, Ekert in Denver, Colorado
- 1985, September Income Approach to Valuation
32 (estimated) hours CE presented by IAAO, Ekert in Denver, Colorado
- 1985, February Appraisal III – Income Approach
32 (estimated) hours CE presented by DPT, Wiemholt in Denver, Colorado
- 1984, August Fundamentals of Real Property Appraisal
32 (estimated) hours CE presented by IAAO, Ekert in Denver, Colorado
- 1984, April Real Estate Appraisal II – Commercial
No CE credit presented by Emily Griffith Opportunity School, O'Dorisio in Denver, Colorado
- 1984, January Real Estate Appraisal - Residential
No CE credit presented by Emily Griffith Opportunity School, Alarcon in Denver, Colorado
- 1983, February Appraisal II – Cost Approach
32 (estimated) hours CE presented by DPT, Wiemholt in Denver, Colorado
- 1982, December Appraisal I – Sales Comparison Approach
32 (estimated, no certificate available) hours CE presented by DPT, Wiemholt in Denver, Colorado
- 1980, June BSBA, Bachelor of Science in Business Administration
173 quarter-hours with 30 quarter-hours Advanced Placement-Spanish (transcript available upon request), University of Denver in Denver, Colorado
- 1976, June High School Diploma
No transcript available, Deerfield High School in Deerfield, Illinois

References:

Available upon request.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The attached was signed and distributed on 3/3/2021.

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 by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 3/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/16/2021

WRETAC Regional Systems Development Policy and Application



Western Regional Emergency Medical & Trauma
Advisory Council (WRETAC)

Regional Systems Development Application

WRETAC Mailing address:

WRETAC
PO Box 39
Delta, CO 81426

EMAIL TO: danny@wretac.org

***** Please Note: This form is a WORD document. It is designed to be completed from the keyboard, saved and emailed (or printed and mailed) for submittal.***

WRETAC Regional Systems Development Policy and Application

Overview

WRETAC receives annual base funding from CDPHE. Each year, the WRETAC Board of Directors assesses the biennial plan goals and fiscal budget for the following year. At that time, the board assesses the option to provide each county in the WRETAC (Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel) with Systems Development EMTS (*Emergency Medical & Trauma Services/ Hospitals*) funding opportunity. ***The funding amount is based on the approval of the WRETAC Board of Directors and it is subject to change in the future. The grant and/or amount is NOT statutorily driven.***

The WRETAC Board of Directors has developed the process, evaluation, and management of the six-county funding opportunities. The Board includes the County Commissioner-appointed representatives from each of the member counties and a representative from Delta-Montrose Technical College.

The following WRETAC Systems Development funding **application** is open to **3 applications per county (Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel) annually.**

The application forms will be distributed to each appointed county representative on the WRETAC Board of Directors.

Eligible WRETAC Counties that apply for funding shall focus on system development activities within the Colorado EMTS 15 components that demonstrate progressive improvement of the EMTS county system. WRETAC encourages counties to work towards aligning and/or participating in the identified WRETAC Biennial plan goals/priorities. Each county commissioner-appointed WRETAC Board of Directors representative shall communicate and collaborate with their respective EMTS county stakeholders in submitting their application requests.

Each county application shall be endorsed and/or acknowledged by the respective Board of County Commissioners OR THEIR DESIGNEE as a recognition that this application is submitted on behalf of the county and not one individual agency/organization. Please assure that a current copy of the resolution that denotes this delegation is on file with the WRETAC.

***** Please read the full application. As each year there are often changes in requirements, due dates and deliverables.**

Please contact the WRETAC office and/or the county representatives for questions.

Thank you!
WRETAC BOD

**** Please Note: This form is a WORD document. It is designed to be completed from the keyboard, saved and emailed (or printed and mailed) for submittal.**

INCLUSIONS AND EXCLUSIONS

Systems Development funding expenditures

A. Inclusions for funding include the following expense items that relate to the Colorado 15 EMTS components (Must be EMTS development & improvement).

WRETAC Counties that apply for funding shall focus on system development activities within the Colorado EMTS 15 components that demonstrate progressive improvement of the EMTS county system. WRETAC encourages counties to work towards aligning and/or participating in the current WRETAC Biennial plan goals/priorities.

1. INTEGRATION OF HEALTH SERVICES
2. EMTS RESEARCH
3. LEGISLATION AND REGULATION
4. SYSTEM FINANCE
5. HUMAN RESOURCES
6. EDUCATION SYSTEMS
7. PUBLIC ACCESS
8. COMMUNICATIONS SYSTEMS
9. MEDICAL DIRECTION
10. CLINICAL CARE
11. MASS CASUALTY SYSTEMS
12. PUBLIC EDUCATION
13. PREVENTION
14. INFORMATION SYSTEMS
15. EVALUATION

B. Exclusions (may not be limited to the below):

1. Supplanting funds previously allocated by the county or provider agencies for emergency medicine and trauma services.
2. Expenditure for equipment or services that are not directly related to planning, coordination, regulation or provision of emergency medical and trauma services. In addition, expenditure does not afford any direct improvement or maintenance of existing systems.
3. Salaries for personnel that do not have responsibility for planning, coordination, or regulation of emergency medical and trauma services, including both medical and non-medical aspects, included in their written job description.
4. These funds cannot be used as cash match for state EMTS Provider grants; CREATE grants or other programs funded through the HUTF EMS Account.

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WRETAC Regional Systems Development Policy and Application

C. Applications:

1. Applications will be submitted by the county-appointed WRETAC Board member(s) to the WRETAC Coordinator for distribution to the Board at least 14 days prior to the November, February and/or May meetings. Applications submitted at the May meeting may include the application for the final disbursement of the year on June 30.
2. Any funds not expended by the applicant during the fiscal year will be returned to the WRETAC treasury for re-allocation. In special circumstances, the applicant may submit a plan & request, to the WRETAC Board, to carry over unused granted funds for the following year.
3. The APPLICATION consists of pages _5_ through _10_ of this document along with a cover letter identifying the applicant organization and a brief description of the project for which funding is being requested.

***** Please Note: This form is a WORD document. It is designed to be completed from the keyboard, saved and emailed (or printed and mailed) for submittal.***

WRETAC Regional Systems Development Policy and Application

County applying for funds: Gunnison

Date of application: 03/02/2021 Date/time of submission: _____ via: email

<i>Individual and Organization responsible for receiving and disbursing funds, financial record-keeping and reporting</i>	
Name: Sean Caffrey	
Organization: CBFPD	Title: CEO
Mailing Address: PO box 1009	Town/City/Zip: Crested Butte, CO 81224
Phone: 970-349-5333 x 1	E-mail: scaffrey@cbfpd.org

<i>County appointed WRETAC Representative</i>	
Name: Robert Weisbaum	
Mailing Address: PO box 1009	Town/City/Zip: Crested Butte, CO 81224
Phone: 970-349-5333 x 3	E-mail: rweisbaum@cbfpd.org

<i>Agency & Individual responsible for the application</i>	
Name: Robert Weisbaum	
Organization: CBFPD	Title: EMS & Fire Chief
Mailing Address: PO box 1009	Town/City/Zip: Crested Butte, CO 81224
Phone: 970-349-5333 x 3	E-mail: rweisbaum@cbfpd.org

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WRETAC Regional Systems Development Policy and Application

WRETAC County SYSTEM DEVELOPMENT ACTIVITY

Please describe below all of the EMTS System Improvements participation, projects or programs your county is planning to commit to. Describe the project/ programs associated with the funding request. If no system improvement is being made for a particular component area, leave it blank. Please see the FY2019-2021 WRETAC Biennial Plan (or the current plan) as a resource for priority systems improvement components, it may be found under Planning at WRETAC.ORG

1. INTEGRATION OF HEALTH SERVICES
2. EMTS RESEARCH
3. LEGISLATION AND REGULATION
4. SYSTEM FINANCE
5. HUMAN RESOURCES
6. EDUCATION SYSTEMS
7. PUBLIC ACCESS
8. COMMUNICATIONS SYSTEMS
9. MEDICAL DIRECTION
10. CLINICAL CARE
11. MASS CASUALTY SYSTEMS
12. PUBLIC EDUCATION
13. PREVENTION
14. INFORMATION SYSTEMS
15. EVALUATION

**** Please Note: This form is a WORD document. It is designed to be completed from the keyboard, saved and emailed (or printed and mailed) for submittal.**

WRETAC Regional Systems Development Policy and Application

County application questions

- 1) Please describe how the county works to ensure participation from all EMTS stakeholders (*prehospital through trauma center hospitals*) to ensure collaborative efforts in planning and systems improvement.

CBFPD ensures that there is collaborative efforts with local area agencies by planning for the future of EMS in the valley. We do this by protocol sharing, implementation, and creation. Additionally, we have numerous part time employees who work for our agency. Having a workforce that is shared essentially allows an open communication chain as we often share ideas about the future of EMS. We plan and spend with careful thought.

- 2) Please describe the county's or agency's fiscal plan of sustainability for the project described in this application.

This is a 1 time purchase. There will not be any additional cost associated with this project outside of routine maintenance of the equipment if needed. The cost is minimal and CBFPD is cover any future costs associated with this grant funding.

The purpose of this grant funding request is to have even better accountability and tracking for our department's controlled substances to minimize and prevent any potential for diversion. Luckily, we have not experienced such a case and we are currently utilizing a dated system of tracking on paper. This electronic method allows real time tracking for use and access to each safe box. This effectively removes any need for paper tracking. It also provides biometric (fingerprint) access on each box that dates and time stamps access to the box. This ability to receive real time alerts with only assist more with accountability and tracking. Seeing how we only operate 4 ambulances with no plans for additional units, the price is cost effective without anticipation for additional safe boxes. This unit is much cheaper than competitors and equally as effective.

**** Please Note: This form is a WORD document. It is designed to be completed from the keyboard, saved and emailed (or printed and mailed) for submittal.**

WRETAC Regional Systems Development Policy and Application

**Western Regional Emergency
Medical & Trauma Advisory Council
(WRETAC)
Funding Agreement**

For the purpose and use of the WRETAC Regional Systems Development funds awarded for calendar year:

I, Robert Weisbaum, as a representative of
Crested Butte Fire Protection District (Organization), do hereby

agree to the following terms of the WRETAC Systems Development Grant:

1. The funds received through this grant will only be used as outlined in the grant application request and may only be changed with prior approval from the WRETAC Board of Directors. Changes must be reported using this application form.
2. Deliverables and deadlines will be required of each agency, facility, and/or organization that receives funding. Failure to comply may delay or discontinue funding or result in request to return funding.
3. Unless the WRETAC Board has reviewed and approved an application with a request for advance payment, this is a reimbursement grant. Funds will be disbursed to the requesting county/agency based on well-documented invoices and receipts.
4. I attest to the fact that information contained in the financial section is accurate and that the county or assigns has documentation for all expenditures:

By signing this form, you agree to abide by all the above terms within this application. You are responsible for completion and execution of said deliverables:

Signature: 

Organization: Crested Butte FPD Title: EMS & Fire Chief

County: Gunnison

Date: 3/2/21

**** Please Note: This form is a WORD document. It is designed to be completed from the keyboard, saved and emailed (or printed and mailed) for submittal.**

WRETAC Regional Systems Development Policy and Application

**Western Regional Emergency
Medical & Trauma Advisory Council
(WRETAC)
County representation validation**

For the purpose and use of the WRETAC Regional Systems Development funds awarded for this year, either demonstrate respective County Commissioner acknowledgement of funding request (sign below) **OR** attached County resolution or other document that demonstrates authority for applicant to represent the County on EMTS funding requests & allocation:

I, Matthew Birnie (Print), as a

County ^{Manager} Commissioner of Gunnison (County) do

hereby deem the applicant represents Gunnison County on the WRETAC Regional Systems Development funding request for Emergency Medical & Trauma Service Systems.

Signature: 

County Title: County Manager

Date: 03-03-2021

**** Please Note: This form is a WORD document. It is designed to be completed from the keyboard, saved and emailed (or printed and mailed) for submittal.**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Engagement of Balcomb & Green, P.C.; Water Rights

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Board signature of Balcomb Green Engagement Letter re: County Whetstone Property Water Rights

Fiscal Impact:

Submitted by: Lauren Hibbard

Submitter's Email Address: lhibbard@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 3/12/2021

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by:

Discharge Date: 3/11/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 3/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/16/2021

March 5, 2021

Gunnison County Board of County Commissioners
c/o Matthew Hoyt, County Attorney **Via Email Only: MHoyt@gunnisoncounty.org**
Gunnison County Attorney's Office
200 East Virginia Avenue
Gunnison, CO 81230

RE: ENGAGEMENT OF BALCOMB & GREEN, P.C.

Dear Commissioners:

Thank you for choosing Balcomb & Green, P.C. to advise the Gunnison County Board of County Commissioners regarding the water rights situation and issues associated with the County Whetstone Property. The purpose of this letter is to confirm our engagement as legal counsel to you. This letter defines the scope of our representation and outlines the terms of our engagement.

Our representation will, at all times, include only those matters for which you have requested we render advice. At present that is only the above-referenced matter. Representation by us on any other matter shall be the subject of an additional fee agreement.

During the course of your representation, we will diligently perform all legal services reasonably necessary to ethically and effectively represent you. We make no promises to you as to the outcome of this case, but we do promise to render our best professional skill and perform our legal services faithfully and with due diligence, to address your needs in a timely and professional manner, and to advise you of any time conflicts or delays.

All information regarding your representation will be kept confidential unless disclosure is authorized by you or required by law. Confidential communications between us are protected by the attorney-client privilege, though that privilege will not cover any communication that you share with a third party. We encourage you to closely guard your confidential communications with us and not share them with third parties.

Fees: David Hallford will be the lead attorney primarily responsible for representing you in this matter. His hourly rate is \$285. Throughout your representation, he may consult with other attorneys in the firm or engage the services of our associates and paralegals. We strive to have work done at the lowest billing rate while ensuring the best possible representation. Hourly rates are established based on the level of experience and ability of the individual. The current billing rates for our lawyers and paralegals are as follows:

Attorneys:	\$175 to \$495 per hour
Legal Assistants (Paralegals):	\$160 to \$170 per hour

Hourly rates are adjusted periodically. Notice will be provided to you in advance of any hourly rate increases. Almost all representations require products and services other than legal services. You are responsible for the costs and expenses that we incur in representing you.¹

We will confer with you before we commit you to any “significant” expenses. This works best when clients tell us how large of an expense they consider to be significant in this situation. We will use our best judgment in checking with you before incurring “significant” expenses. We reserve the right to request advanced payment of any such expenses when appropriate.

We will provide you with a statement on a regular basis, typically monthly, and any charges billed must be paid in full within 30 days. We will send you our bills by email unless otherwise directed, and you may make payments electronically as well as by check or credit card. If you dispute any entry on any invoice, that dispute needs to be communicated to us within 10 days of the invoice date. If for some reason you need to delay payment, please contact us as soon as possible to discuss an alternative payment plan. Absent some other arrangement, charges more than 30 days past due will be subject to interest charges of 12% per annum. We reserve the right to terminate our representation at any time if you are unable to make adequate and timely payments.

Unless you make other arrangements with us, we will deposit the retainer into the firm’s account with the Colorado Lawyer Trust Account Foundation (COLTAF) (a trust account that accrues a minimal amount of interest paid into a state fund for indigent defendants). Colorado lawyers generally deposit retainers in a COLTAF account when the amount of interest generated by the retainer would not cover the transaction costs of establishing a separate account that pays interest to the client. At your election, for funds greater than \$1,000, you may request that your retainer be placed in an insured depository account which will pay the interest to you. If you elect this option, you will need to provide us with a social security number or taxpayer ID number in order to track and report the interest you receive, and you will be responsible for all costs incurred in connection with opening and maintaining such account. We will also need the address where you would like to receive tax forms, as you will be responsible for paying the taxes

¹ Examples of costs and expenses that may be incurred include, but are not limited to: legal research costs, registered mail, overnight delivery service, photocopying (\$.10 per page after 50 copies), court filing fees, service of process fees, publication costs, expert-witness fees, conference call charges, required travel (calculated according to the prevailing IRS reimbursement rate for miles traveled in personal vehicles, and the actual costs incurred for coach fares on airlines, motel stays, and reasonable meals while traveling), etc.

on any interest accrued. If you do not notify us that you prefer a separate, interest-bearing account, we will deposit your funds into the COLTAF account.

Prior Services: Services rendered prior to the signing of this agreement shall be included within the terms of this agreement and will be added to your first invoice.

Termination: Either party to this agreement may terminate it at any time, subject only to the approval of the court in litigation matters. You must notify us in writing to terminate this agreement. Attorneys may withdraw as counsel for the client and terminate this agreement for any just reason by notifying the client in writing. Some examples of just reasons why we would terminate this agreement include, but are not limited to: Client's failure to pay the invoice as required by this agreement, Client's failure to cooperate with the Attorneys, and Client's failure to adequately communicate with the Attorneys. All fees incurred up to the point of termination shall still be due and payable.

File Disposal: You authorize us to dispose of your file two (2) years after your matter has been resolved, or two (2) years after the last work we have performed for you in that matter, whichever comes later. We are not required to give you notice before disposing of your file. If you wish to retain the contents of your file, you must notify us in writing at the close of our representation or at least three (3) months prior to the disposal deadline. You must also provide us with complete shipping information and pay the costs involved in retrieving your file from storage and shipping the file to you.

If anything in this engagement agreement presents a problem or is unclear, please contact me right away so that we can discuss it. To indicate your agreement to the terms set forth above and confirm your engagement of Balcomb & Green, P.C. as legal counsel for the matter specified above, please sign this correspondence where indicated below and return the signature page to me. You should retain a copy for your records.

We are pleased to have the opportunity to serve you as counsel and look forward to continuing a mutually beneficial relationship.

Sincerely,

BALCOMB & GREEN, P.C.



By: _____
Scott A. Grosscup, President

I have read the foregoing letter and understand and accept the terms stated therein.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Printed Name: _____

Title: _____

Date: _____

Please indicate your preferred method of communication for correspondence from us:

- Email: _____
- Facsimile: _____
- FedEx or UPS Overnight Courier
- U.S. Mail

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

March 12, 2021 – April 30, 2021

As of 3/12/2021

Board of County Commissioners

1. [BOCC Regular Meeting](#)
March 16, 2021, 8:30 AM – 10:00 AM @ BOCC Boardroom
[More Details](#)

2. [Commissioner Houck Out of Office](#)
March 16, 2021, All Day
[More Details](#)

3. [BOCC Work Session & Special Meeting](#)
March 23, 2021, All Day @ BOCC Boardroom
[More Details](#)

4. [Mavors & Managers Meeting - Hosted by Mt. Crested Butte](#)
April 1, 2021, 12:00 PM - 1:30 PM
[More Details](#)

5. [Joint Work Session; Gunnison County Board of County Commissioners and the Gunnison County Planning Commission](#)
April 2, 2021, 10:30 AM - 2:00 PM @ BOCC Boardroom
[More Details](#)

6. [BOCC Planning Retreat](#)
April 6, 2021 - April 8, 2021
[More Details](#)

7. [BOCC Regular Meeting](#)
April 6, 2021, All Day @ BOCC Boardroom
[More Details](#)

8. [BOCC Work Session](#)
April 13, 2021, All Day @ BOCC Boardroom
[More Details](#)

9. [BOCC Regular Meeting](#)
April 20, 2021, All Day @ BOCC Boardroom
[More Details](#)

10. [BOCC Work Session](#)
April 27, 2021, All Day @ BOCC Boardroom
[More Details](#)

Gunnison-Hinsdale Board of Human Services

1. [Gunnison-Hinsdale Board of Human Services Meeting](#)
April 20, 2021, All Day @ BOCC Board Room
[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant of Temporary Easement to Jan & Teresa Brynia

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Swineford/McBreen and Bryniarski

Term Begins: March 16, 2021

Term Ends: 6/30/2021

Grant Contract #:

Summary:

Documents are submitted for three of the properties where we will be extending Dos Rios Water per DOE agreement.

Fiscal Impact: Costs borne by DOE

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 3/12/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 3/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 3/16/2021

GRANT OF TEMPORARY EASEMENT

This TEMPORARY EASEMENT AGREEMENT (“Agreement”), is made this 2 day of March, 2021, between Jan & Teresa Bryniarski, his/her/their successors and assigns, (“Grantor”), and the Board of County Commissioners of Gunnison County, Colorado (“Grantee”).

RECITALS

WHEREAS, Grantor is the owner of real property located at 656 Camino del Rio, Gunnison CO 81230 and more particularly described in Exhibit A;

WHEREAS, Grantee desires temporary access to and use of a portion of Grantor’s property for purposes of construction, installation, use and maintenance of an underground water line system including water lines and vales a shown in Exhibit B (the “Project”);

NOW THEREFORE, for the good and valuable consideration paid by Grantee to Grantor, more particularly described in Exhibit C, and the mutual covenants, terms and conditions set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows;

EASEMENT.

- I. Grantor grants and conveys to Grantee, its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, agents, successors and assigns a fifty foot (50’) wide temporary easement encompassing the length of the water lines and valves as shown in Exhibit B, (the “Temporary Easement”), across, under and over the real property of Grantor as described in Exhibit A.
- II. TERM. Temporary Easement term shall commence on the effective date of this Agreement and continue in full force and effect until the later of June 30, 2021 or until Grantee has completed the Project, defined as the Project and all of its components being fully operable and serviceable by the water supplier.
- III. MISCELLANEOUS PROVISIONS. This Temporary Easement is granted in accordance with, and subject to, the following rights, obligations, covenants, terms, conditions, requirements and limitations.
 1. Grantee shall construct the Project wholly within the Temporary Easement.
 2. Grantee shall have the right to ingress and egress from the Temporary Easement.
 3. Grantee shall have the right to excavate, grade, condition and drain the Temporary Easement.
 4. Grantee shall have the right to operate and maintain motor vehicles and construction vehicles on the Temporary Easement.
 5. Grantee shall have the right to transport, stockpile and store all other construction materials, including soil and other equipment, on the Temporary Easement.

6. Grantee shall have the right to remove all obstructions from the Temporary Easement which may constitute a hindrance to construction, installation, use and maintenance of the Project.
7. Before, during and following completion of the Project, Grantee shall have the right to cut or clear trees and brush on the Temporary Easement that might interfere with the installation or operation of the Project.
8. Grantee shall have the right to all other uses that may be reasonably required for Grantee to construct and install the Project.
9. Following completion of the Project, Grantee will restore the Temporary Easement surface to its original contour as nearly as practicable.
10. Following completion of the Project, Grantee will reasonably replace or rebuild any and all damaged parts of drainage or irrigation systems, shrubbery, fences, signs, and pavement that were damaged within the Temporary Easement or damaged as a direct result of the Project.
11. Following completion of the Project, Grantee shall reseed, with seed suggested by the local Natural Resources Conservation Service (the "Service") the areas within the Temporary Easement that were disturbed by the Project.
12. In the two years following completion of the Project, if Grantor provides written notice to Grantee that the seed has not taken in the disturbed areas within the Temporary Easement, then grantee will reseed, with seed suggested by the Service, that disturbed area one additional time.
13. Grantee does not warranty or guaranty the success of the seeding or single reseeding beyond what is stated above.
14. Grantee shall reasonably ensure that construction, installation and use do not cause substantial damage to existing pond or ditch banks and shall reasonably restore such banks as may be substantially damaged by such activity. The restoration shall be accomplished as soon as practical after completion of the Project, but in all events prior to the next runoff cycle after the Project is completed.
15. Grantor and Grantee shall satisfy all additional conditions, identified in Exhibit D, attached and incorporated into this Agreement.
16. Grantee shall make reasonable efforts to provide the Grantor with 24-hour notice, which may be oral or written, before entry upon the Temporary Easement for work on the Project.
17. Upon expiration of the term of the Easement, Grantee shall remove all materials, construction equipment, motor vehicles, construction vehicles and any other equipment or temporary facilities used for of the Project from the Temporary Easement.
18. Grantor, by execution of this conveyance below, warrants authority to do so as the lawful owner of the real property upon which the Temporary Easement is granted.
19. Grantor warrants he/she has good and marketable title to such real property and the lawful right to convey the Temporary Easement.
20. Grantor warrants that the Temporary Easement is free and clear of any other encumbrances which would interfere with the intended uses by Grantee.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first written.

BOARD OF COUNTY COMMISSIONERS,
GUNNISON COUNTY, COLORADO

Chairman

Attest:

Clerk

Jan Bryniarski
Grantor
Teresa Bryniarski
Grantor

STATE OF COLORADO)
)
COUNTY OF GUNNISON)

The foregoing was signed and acknowledged before me this 2nd day of March, 2021, by Jan & Teresa Bryniarski

Witness my hand and official seal.
My commission expires: 12/3/24

Deborah Ferchau
Notary Public



EXHIBIT A

The legal description of land referred to in this document and lawfully owned by Grantor is described as follows:

S ½ of Lot 12, Dos Rios 2 plus W2 of Gunnison River adjacent, #639943

EXHIBIT C

The consideration paid by the Board of County Commissioners of Gunnison County, Colorado ("Grantee") is assumption of all costs associated with the construction and installation of the Project, including but not limited to, any extensions necessary to extend from the main water line into the Grantor's water supply system on the Grantor's property.

EXHIBIT D

I. Grantee obligations:

1. Extend the water line to the house.
2. Supply the residential meter for installation at such time as the owner/contractor is ready.

II. Grantor obligations:

1. Readily participate in discussions regarding final placement for all parts of the Project and if requested, provide feedback and comment on placement within twenty-four (24) hours; failure to do so shall be deemed acquiescence to the proposed placement.
2. Perform any and all actions required, if any, as the private landowner to satisfy the Department of Energy's program under which the Project falls.
3. Contact the Gunnison County Finance Department at 200 East Virginia Avenue, Gunnison, CO to set up a water user account. Grantor shall have an active account by the first day of the calendar quarter following service installation.

GRANT OF TEMPORARY EASEMENT

This TEMPORARY EASEMENT AGREEMENT (“Agreement”), is made this ____ day of _____, 2021, between Janis J. Swineford Family Trust, his/her/their successors and assigns, (“Grantor”), and the Board of County Commissioners of Gunnison County, Colorado (“Grantee”).

RECITALS

WHEREAS, Grantor is the owner of real property located at 560 Camino del Rio, Gunnison CO 81230 and more particularly described in Exhibit A;

WHEREAS, Grantee desires temporary access to and use of a portion of Grantor’s property for purposes of construction, installation, use and maintenance of an underground water line system including water lines and vales a shown in Exhibit B (the ”Project”);

NOW THEREFORE, for the good and valuable consideration paid by Grantee to Grantor, more particularly described in Exhibit C, and the mutual covenants, terms and conditions set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows;

EASEMENT.

- I. Grantor grants and conveys to Grantee, is contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, agents, successors and assigns a fifty foot (50’) wide temporary easement encompassing the length of the water lines and valves as shown in Exhibit B, (the “Temporary Easement”), across, under and over the real property of Grantor as described in Exhibit A.
- II. TERM. Temporary Easement term shall commence on the effective date of this Agreement and continue in full force and effect until the later of June 30, 2021 or until Grantee has completed the Project, defined as the Project and all of its components being fully operable and serviceable by the water supplier.

III. MISCELLANEOUS PROVISIONS. This Temporary Easement is granted in accordance with, and subject to, the following rights, obligations, covenants, terms, conditions, requirements and limitations.

1. Grantee shall construct the Project wholly within the Temporary Easement.
2. Grantee shall have the right to ingress and egress from the Temporary Easement.
3. Grantee shall have the right to excavate, grade, condition and drain the Temporary Easement.
4. Grantee shall have the right to operate and maintain motor vehicles and construction vehicles on the Temporary Easement.
5. Grantee shall have the right to transport, stockpile and store all other construction materials, including soil and other equipment, on the Temporary Easement.

6. Grantee shall have the right to remove all obstructions from the Temporary Easement which may constitute a hindrance to construction, installation, use and maintenance of the Project.
7. Before, during and following completion of the Project, Grantee shall have the right to cut or clear trees and brush on the Temporary Easement that might interfere with the installation or operation of the Project.
8. Grantee shall have the right to all other uses that may be reasonably required for Grantee to construct and install the Project.
9. Following completion of the Project, Grantee will restore the Temporary Easement surface to its original contour as nearly as practicable.
10. Following completion of the Project, Grantee will reasonably replace or rebuild any and all damaged parts of drainage or irrigation systems, shrubbery, fences, signs, and pavement that were damaged within the Temporary Easement or damaged as a direct result of the Project.
11. Following completion of the Project, Grantee shall reseed, with seed suggested by the local Natural Resources Conservation Service (the "Service") the areas within the Temporary Easement that were disturbed by the Project.
12. In the two years following completion of the Project, if Grantor provides written notice to Grantee that the seed has not taken in the disturbed areas within the Temporary Easement, then grantee will reseed, with seed suggested by the Service, that disturbed area one additional time.
13. Grantee does not warranty or guaranty the success of the seeding or single reseeding beyond what is stated above.
14. Grantee shall reasonably ensure that construction, installation and use do not cause substantial damage to existing pond or ditch banks and shall reasonably restore such banks as may be substantially damaged by such activity. The restoration shall be accomplished as soon as practical after completion of the Project, but in all events prior to the next runoff cycle after the Project is completed.
15. Grantor and Grantee shall satisfy all additional conditions, identified in Exhibit D, attached and incorporated into this Agreement.
16. Grantee shall make reasonable efforts to provide the Grantor with 24-hour notice, which may be oral or written, before entry upon the Temporary Easement for work on the Project.
17. Upon expiration of the term of the Easement, Grantee shall remove all materials, construction equipment, motor vehicles, construction vehicles and any other equipment or temporary facilities used for of the Project from the Temporary Easement.
18. Grantor, by execution of this conveyance below, warrants authority to do so as the lawful owner of the real property upon which the Temporary Easement is granted.
19. Grantor warrants he/she has good and marketable title to such real property and the lawful right to convey the Temporary Easement.
20. Grantor warrants that the Temporary Easement is free and clear of any other encumbrances which would interfere with the intended uses by Grantee.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first written.

BOARD OF COUNTY COMMISSIONERS,
GUNNISON COUNTY, COLORADO

Chairman

Attest:

Clerk

Grantor

Grantor

STATE OF COLORADO)
)
COUNTY OF GUNNISON)

The foregoing was signed and acknowledged before me this _____ day of _____,
2021, by _____.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT A

The legal description of land referred to in this document and lawfully owned by Grantor is described as follows:

Lot 10, Part of Lot 11, Dos Rios Homesite 2 plus $\frac{1}{2}$ of river adjacent to both lots, #581622, #606384.

EXHIBIT C

The consideration paid by the Board of County Commissioners of Gunnison County, Colorado ("Grantee") is assumption of all costs associated with the construction and installation of the Project, including but not limited to, any extensions necessary to extend from the main water line into the Grantor's water supply system on the Grantor's property.

EXHIBIT D

I. Grantee obligations:

1. Extend the water line to the house.
2. Supply the residential meter for installation at such time as the owner/contractor is ready.

II. Grantor obligations:

1. Readily participate in discussions regarding final placement for all parts of the Project and if requested, provide feedback and comment on placement within twenty-four (24) hours; failure to do so shall be deemed acquiescence to the proposed placement.
2. Perform any and all actions required, if any, as the private landowner to satisfy the Department of Energy's program under which the Project falls.
3. Contact the Gunnison County Finance Department at 200 East Virginia Avenue, Gunnison, CO to set up a water user account. Grantor shall have an active account by the first day of the calendar quarter following service installation.

GRANT OF TEMPORARY EASEMENT

This TEMPORARY EASEMENT AGREEMENT (“Agreement”), is made this ____ day of _____, 2021, between Craig McBreen, his/her/their successors and assigns, (“Grantor”), and the Board of County Commissioners of Gunnison County, Colorado (“Grantee”).

RECITALS

WHEREAS, Grantor is the owner of real property located at 320 Camino del Rio, Gunnison CO 81230 and more particularly described in Exhibit A;

WHEREAS, Grantee desires temporary access to and use of a portion of Grantor’s property for purposes of construction, installation, use and maintenance of an underground water line system including water lines and vales a shown in Exhibit B (the ”Project”);

NOW THEREFORE, for the good and valuable consideration paid by Grantee to Grantor, more particularly described in Exhibit C, and the mutual covenants, terms and conditions set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows;

EASEMENT.

- I. Grantor grants and conveys to Grantee, is contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, agents, successors and assigns a fifty foot (50’) wide temporary easement encompassing the length of the water lines and valves as shown in Exhibit B, (the “Temporary Easement”), across, under and over the real property of Grantor as described in Exhibit A.

- II. TERM. Temporary Easement term shall commence on the effective date of this Agreement and continue in full force and effect until the later of June 30, 2021 or until Grantee has completed the Project, defined as the Project and all of its components being fully operable and serviceable by the water supplier.

- III. MISCELLANEOUS PROVISIONS. This Temporary Easement is granted in accordance with, and subject to, the following rights, obligations, covenants, terms, conditions, requirements and limitations.
 1. Grantee shall construct the Project wholly within the Temporary Easement.
 2. Grantee shall have the right to ingress and egress from the Temporary Easement.
 3. Grantee shall have the right to excavate, grade, condition and drain the Temporary Easement.
 4. Grantee shall have the right to operate and maintain motor vehicles and construction vehicles on the Temporary Easement.
 5. Grantee shall have the right to transport, stockpile and store all other construction materials, including soil and other equipment, on the Temporary Easement.

6. Grantee shall have the right to remove all obstructions from the Temporary Easement which may constitute a hindrance to construction, installation, use and maintenance of the Project.
7. Before, during and following completion of the Project, Grantee shall have the right to cut or clear trees and brush on the Temporary Easement that might interfere with the installation or operation of the Project.
8. Grantee shall have the right to all other uses that may be reasonably required for Grantee to construct and install the Project.
9. Following completion of the Project, Grantee will restore the Temporary Easement surface to its original contour as nearly as practicable.
10. Following completion of the Project, Grantee will reasonably replace or rebuild any and all damaged parts of drainage or irrigation systems, shrubbery, fences, signs, and pavement that were damaged within the Temporary Easement or damaged as a direct result of the Project.
11. Following completion of the Project, Grantee shall reseed, with seed suggested by the local Natural Resources Conservation Service (the "Service") the areas within the Temporary Easement that were disturbed by the Project.
12. In the two years following completion of the Project, if Grantor provides written notice to Grantee that the seed has not taken in the disturbed areas within the Temporary Easement, then grantee will reseed, with seed suggested by the Service, that disturbed area one additional time.
13. Grantee does not warranty or guaranty the success of the seeding or single reseeded beyond what is stated above.
14. Grantee shall reasonably ensure that construction, installation and use do not cause substantial damage to existing pond or ditch banks and shall reasonably restore such banks as may be substantially damaged by such activity. The restoration shall be accomplished as soon as practical after completion of the Project, but in all events prior to the next runoff cycle after the Project is completed.
15. Grantor and Grantee shall satisfy all additional conditions, identified in Exhibit D, attached and incorporated into this Agreement.
16. Grantee shall make reasonable efforts to provide the Grantor with 24-hour notice, which may be oral or written, before entry upon the Temporary Easement for work on the Project.
17. Upon expiration of the term of the Easement, Grantee shall remove all materials, construction equipment, motor vehicles, construction vehicles and any other equipment or temporary facilities used for of the Project from the Temporary Easement.
18. Grantor, by execution of this conveyance below, warrants authority to do so as the lawful owner of the real property upon which the Temporary Easement is granted.
19. Grantor warrants he/she has good and marketable title to such real property and the lawful right to convey the Temporary Easement.
20. Grantor warrants that the Temporary Easement is free and clear of any other encumbrances which would interfere with the intended uses by Grantee.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first written.

BOARD OF COUNTY COMMISSIONERS,
GUNNISON COUNTY, COLORADO

Chairman

Attest:

Clerk


Grantor

Grantor

STATE OF COLORADO)
)
COUNTY OF GUNNISON)

The foregoing was signed and acknowledged before me this 1st day of March, 2021, by Craig McBreen.

Witness my hand and official seal.
My commission expires: 12/3/24.


Notary Public

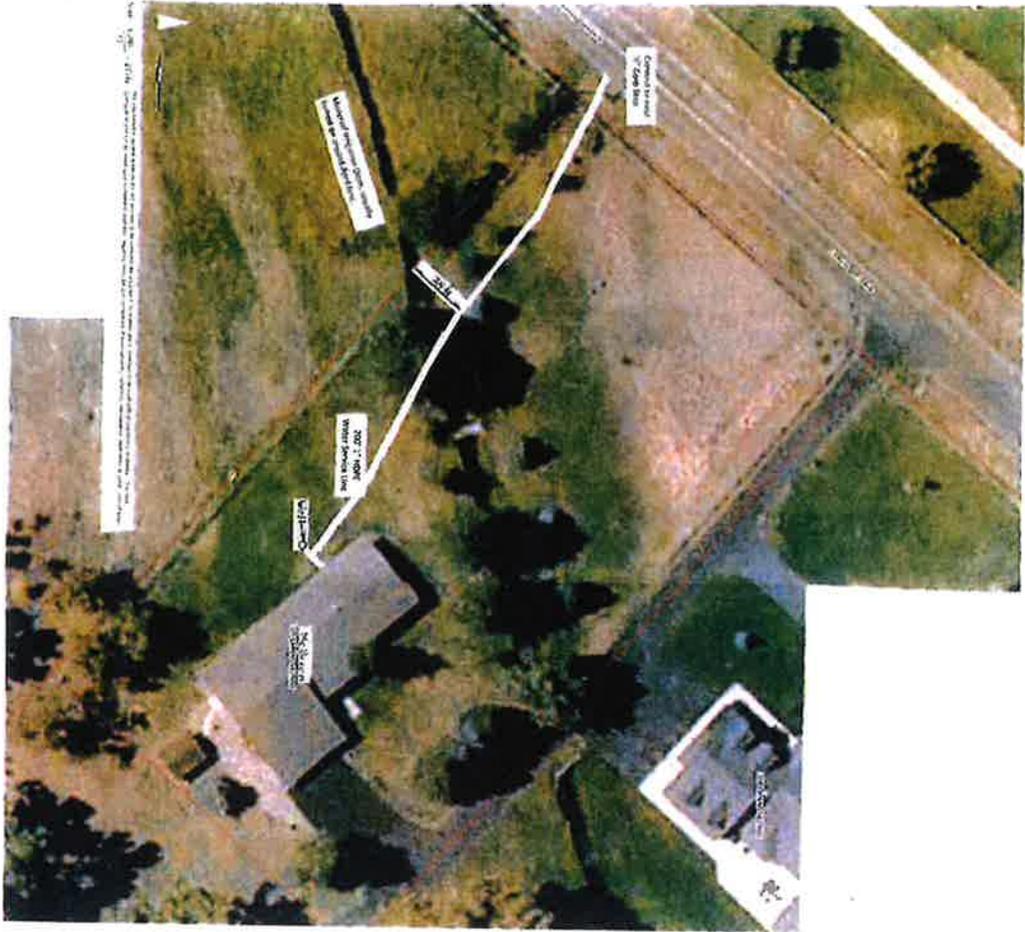


EXHIBIT A

The legal description of land referred to in this document and lawfully owned by Grantor is described as follows:

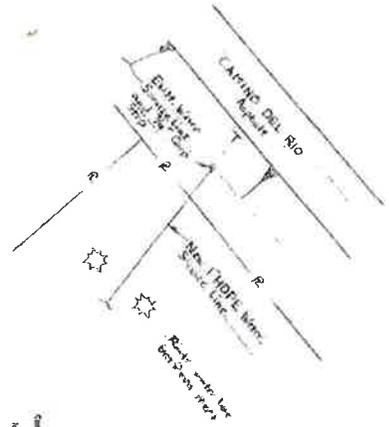
.92 acres of Lot 6, Dos Rios Homesites 2, B669 P402, #577028.

EXHIBIT B



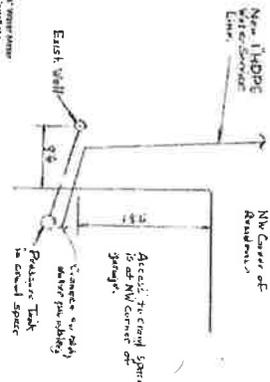
SITE PLAN - Mc BREEN RESIDENCE
 PLAN 1 - 00

CONNECTION DETAILS AT CAMINO DEL RIO
 NOT TO SCALE



Installation to be done by Registered Professional Engineer
 From County and State as to
 location approved by the County
 Contractor to disconnect existing well
 from the existing water supply
 have the connection to the pressure
 tank and suction water line

CONNECTION DETAILS AT RESIDENCE
 SCALE: 1/8" = 1'-0"



<p>PROJECT FUNDED BY: DOE-LMI and GUNNISON COUNTY, CO Cooperative Agreement DE-FCO1-0414M0004</p>	<p>DOS ROS WATER LINE EXTENSION FOR THE Mc BREEN RESIDENCE, 320 CAMINO DEL RIO GUNNISON COUNTY GRENE ENGINEERING GUNNISON, COLORADO 81230 Project # 2218 December 16, 2020 Page 3 of 4 Revised 10/21</p>
---	--

EXHIBIT C

The consideration paid by the Board of County Commissioners of Gunnison County, Colorado ("Grantee") is assumption of all costs associated with the construction and installation of the Project, including but not limited to, any extensions necessary to extend from the main water line into the Grantor's water supply system on the Grantor's property.

EXHIBIT D

I. Grantee obligations:

1. Extend the water line to the house.
2. Supply the residential meter for installation at such time as the owner/contractor is ready:

II. Grantor obligations:

1. Readily participate in discussions regarding final placement for all parts of the Project and if requested, provide feedback and comment on placement within twenty-four (24) hours; failure to do so shall be deemed acquiescence to the proposed placement.
2. Perform any and all actions required, if any, as the private landowner to satisfy the Department of Energy's program under which the Project falls.
3. Contact the Gunnison County Finance Department at 200 East Virginia Avenue, Gunnison, CO to set up a water user account. Grantor shall have an active account by the first day of the calendar quarter following service installation.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lot Cluster Agreement; Chad Smith and Jennifer Cen

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Cluster lots
M3-46 and M3-45 Buckhorn Ranch Filing 2b

Fiscal Impact:

Submitted by: Beth Baker

Submitter's Email Address: bbaker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed and approved for legal sufficiency. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 3/10/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/10/2021

Consent Agenda Regular Agenda Worksession

Time Allotted: 5

Agenda Date: 3/16/2021



March 5, 2021

RE: Lot Cluster Buckhorn Ranch

Chad Smith and Jennifer Cenedella have applied to cluster
Lot M3-45, Buckhorn Ranch Filing 2b and
Lot M3-46, Buckhorn Ranch Filing 2b

- The County Attorney office, Community Development Director have reviewed and approved the application.
- The HOA, and all utility companies have agreed to the lot cluster
- The taxes are current
- There are no liens on the properties

You may view the file using:

<https://permitdb.gunnisoncounty.org/citizenaccess/>

Click on project

Search by application number **LUC-21-00007**

Click on the file

Click on Attachment and View

If you have any questions, please call.

Thanks,

Beth Baker

Manager of Administrative Services

Gunnison County Community and Economic Development

970-641-7932



LOT CLUSTER AGREEMENT AND DECLARATION

Date of Meeting _____ (filled in by staff)

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and Chad Smith
(Owner)

Jennifer Cenedella
(Owner)

(Owner)

(Owner)

RECITALS:

Legal Description: Complete – please attach if too long

Lot M3-46, Buckhorn Ranch Filing 2b, according to the plat thereof recorded April 26, 2004 County of Gunnison, State of Colorado AND
Lot M3-45, Buckhorn Ranch Filing 2b, according to the plat thereof recorded April 26, 2004 County of Gunnison, State of Colorado

- 2. This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, it is agreed that:

- 1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.
- 2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.
4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.
5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.
6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Date: 2/3/2021 _____
 Date: 2/3/2021 _____
 Date: _____
 Date: _____



 Owner


 Owner

 Owner

 Mortgage or Lien Holder N/A

STATE OF COLORADO)
)ss
 COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 03 day of February 2021
 by Chad Smith, Jennifer Benavita Cenerella (Owner/s).

Witness my hand and official seal.
 My Commission expires: August 17, 2024


 Notary Public

Address: 3307 30th SE
Boulder CO 80301

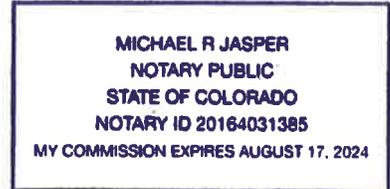


STATE OF COLORADO)
)ss
 COUNTY OF ~~GUNNISON~~ ¹¹³ Boulder)

N/A The foregoing instrument was acknowledged before me this 03 day of February 2021 by Chad Smith, Jennifer L. Cenedella (~~Mortgage/Lien Holder~~)

Witness my hand and official seal.

My Commission expires: August 17, 2024
Michael Jasper
Notary Public



Address: 3307 30th St Boulder CO 80301

Date: 02/03/2021

Jonathan Houck
Chairperson

Roland Mason
Commissioner

John Messner
Commissioner
Elizabeth Smith

Board of County Commissioners
Gunnison County, Colorado

Attest:

Gunnison County Clerk and Recorder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; 2021 Upper Gunnison River Resto

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached request from the Upper Gunnison River Water Conservancy District.

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 by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 3/12/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 20

Agenda Date: 3/16/2021

March 16, 2021

Colorado River Water Conservation District
Attention: Partnership Project Funding Program
201 Centennial Street, Suite 200
Glenwood Springs, Colorado 81601

Re: *2021 Upper Gunnison River Restoration & Irrigation Infrastructure Improvement Project*

Dear Mr. Mueller,

We are writing to express our enthusiastic support for the Upper Gunnison River Water Conservancy District (District) project proposal entitled, *2021 Upper Gunnison River Restoration & Irrigation Infrastructure Improvement Project* (Project).

We have received a copy of the Partnership Program Funding application and a public presentation. This project exemplifies the type of multi-beneficial water resource improvement projects that can happen under *community driven* Watershed Management Planning. By assembling a willing group of agricultural water right holders / landowners, the District has enabled the restoration of a severely impacted segment of the Gunnison River. Benefits include protection of pre-compact water rights, and improved irrigation water management, efficiency, and productivity for over 1900 acres of irrigated land in the Gunnison Mainstem and Tomichi Creek sub-basins. In addition, this project eliminates the practice of gravel push-up dams which have narrowed the river channel impacting rafting and fishing and disrupted the aquatic community. Finally, as evidenced by the financial support of the U.S. Fish and Wildlife Service, this project supports important irrigated agricultural lands that serve as wet meadow mesic habitat important to the endangered Gunnison Basin Sage Grouse.

The Gunnison County Board of County Commissioners feel that this Project meets the mission and strategic planning goals of the Colorado River District, as well as, the vision expressed to Colorado River District constituents when we overwhelmingly voted in support of Ballot Issue 7A. We are confident in the leadership, experience, and expertise of the Upper Gunnison District, their technical team, and the water right holders to successfully implement this project.

We urge you to give this project your full consideration and support!

Sincerely,

Jonathan Houck
Gunnison County Board of County Commissioners



COLORADO RIVER DISTRICT
PROTECTING WESTERN COLORADO WATER SINCE 1937

Partnership Project Funding Program Application

v. 03-11-21

Please refer to the Partnership Project Funding Program Guidelines for additional information about the program, application and evaluation process, contracting requirements, and more.

I. Applicant Information

Project Proponent/Applicant Name: Sonja Chavez

Organization (if applicable): Upper Gunnison River Water Conservancy District

Primary Contact Information

Name: Sonja Chavez/General Manager

Address:

210 West Spencer, Suite B, Gunnison, CO 81230

Phone: (970) 641-6065 e-mail: schavez@ugrwcd.org

II. Project Information

Project Name: Upper Gunnison River & Diversion Restoration Project

Project Location (Address and County):

Upper Gunnison River (Upstream of County Road 10), Gunnison County

Project Timeline:

Anticipated Start Date: 05/01/21

Anticipated Completion Date: 10/31/21

Other Project Milestones (e.g. study completion, permitting, engineering design, construction)

- Engineered Design, Construction Standards & Specifications, EOPC: 02/28/21 (Complete)
- Contractor Selected & Construction Bid Obtained: 03/01/21 (Complete)
- All Legal Agreements Completed: 07/01/21

- Estimated Construction Start Date: 08/15/21
- Estimated Construction End Date & Final Inspection: 08/31/21
- Final Project Reports & Close-out: 10/31/21

Project Category(ies) Allocation: *check all that apply*

- Productive Agriculture* *Infrastructure* *Healthy Rivers*
 Watershed Health and Water Quality *Conservation and Efficiency*

Describe how the project fits within the category(ies) selected above, and if multiple categories, identify approximate percentage allocation of the project to each category:

- ***Productive Agriculture (20%):*** This project supports the use of pre-compact agricultural water rights and creation of stable water supplies for over 1900 acres of grass hay production in the Upper Gunnison River Basin.
- ***Infrastructure (20%):*** This project will combine two irrigation diversion structures within approximately 40 yards of each other into a single point of diversion off the Gunnison River, replace two antiquated and poorly functioning headgates, create a water spillway return structure back to the river, construct an excavator bridge and diversion walkway to facilitate operation and maintenance activities, and install a trash boom.
- ***Conservation and Efficiency (20%):*** This project improves irrigation water management by combining two river channel diversion structures into a single improved point of diversion off the Gunnison River with shared infrastructure. The new and improved wing inlet and armored channel set at the appropriate elevation will enable water right holders to divert water during both low and high flows. In addition, it will eliminate the negative effects associated with the diurnal bounce in the river associated with upstream diversions and allow water right holders/producers to more effectively complete irrigation sets and therefore improve their water use efficiency.
- ***Healthy Rivers (20%)*** This project will reduce erosion and channelization occurring in the Gunnison River and restore this section of the river to a more naturally functioning hydrologic system.
- ***Watershed Health (20%):*** This project will restore a “dead” section of the Gunnison River by eliminating annual disturbances to the stream bed and macroinvertebrate community associated with manipulation of gravel push-up dams and help restore a healthy fishery. Finally, it will reduce Colorado Parks & Wildlife (CPW) labor needed for screening kokanee salmon fry from the ditch inlets and reduce salmon fry mortality during the annual kokanee release from the upstream Roaring Judy Fish Hatchery with a fully functional headgate that closes and through use of the new return spillway back to the river. In addition, this project supports wet meadow mesic habitat important to the federally threatened Gunnison Sage Grouse.

Project Partners: *List all partners involved with this project and their role in the proposed project.*

- Upper Gunnison River Water Conservancy District: Project proponent, project and fiscal management, grant reporting, technical assistance (TA) and financial assistance (FA).
- Bar Slash Bar Ranch LLLP (Burt Guerrieri): Water right holder, project management, FA.
- Guerrieri Land & Cattle, Inc. (Steve Guerrieri): Water right holder, project management, FA.

- Esty Ranch, LLC (Cheryl Hill, Estate Representative & Allen Roper, Ranch Manager): Water right holder, ditch operator, project management, FA (cash and donated materials), technical assistance (labor and equipment)
- Colorado Water Conservation Board: FA.
- K.R. Welding & Fabrication: Construction.
- Applegate Group: Engineered design and construction standards and specs, 2D hydrologic river model, technical assistance, construction inspections.
- Trout Unlimited: Project development, TA, and fund raising.
- U.S. Fish and Wildlife Service: Financial assistance in support of Gunnison Sage Grouse habitat.

Project Description: *Provide a detailed description of the project. Attach additional documentation to the application if necessary. Identify the water rights associated with the project.*

The Upper Gunnison River Water Conservancy District (Upper Gunnison District or UGRWCD) proposes to implement the *Upper Gunnison River Restoration & Agricultural Infrastructure Improvement Project*. The project is located in Gunnison County on the east side of the Upper Gunnison River below the town of Almont and off highway 135 and County Road 10 (between Camp W and Rockey River Resorts) (See Maps & Photos Attached).

This shovel-ready project proposes to incorporate stream channel restoration and irrigation infrastructure improvements in partnership with the Colorado River District, Upper Gunnison District, Trout Unlimited, U.S. Fish & Wildlife Service, the Colorado Water Conservation Board, and two agricultural water right holders (Gunnison Tomichi Valley Association ‘GTVA’ and John B. Outcalt No.2 ditches) (See Table 1 below, Water Rights Summary).

The Upper Gunnison District proposes to combine two irrigation diversions on the Gunnison River into a single point of diversion at the existing GTVA diversion point and restore a segment of the Upper Gunnison River. This project will eliminate in-channel irrigation infrastructure (gravel push-up and concrete dam) associated with the Outcalt No. 2 diversion and move the diversion point upstream to the existing GTVA diversion channel inlet wing. The GTVA inlet wing and channel will be improved by armoring and setting the elevation gradient at an appropriate level to facilitate diversions at both low and high flows. Outcalt No. 2 water supplies will be diverted at the shared structure through a new diversion pipe and a new Outcalt No. 2 headgate that will replace the existing antiquated structure. In addition, a return spillway structure/sluice gate will be constructed to return unused water back to the river and facilitate movement of kokanee salmon fry which get stuck in the GTVA inlet wing back to the river. Other associated appurtenant structures include a trash boom and an excavator bridge and walkway for operation and maintenance activities.

This project has multiple natural resource benefits including:

- Restoration of this river segment to a more natural state
- Elimination of channel incising and annual bed disturbance associated with manipulation of the gravel push-up dams
- Reduction in irrigation labor

- Improvements in agricultural productivity through improved irrigation water management at both low and high flows
- Improvements in irrigation application efficiency (estimated 15-20%) by creating a stable water supply and eliminating bounces within the system intake due to upstream diversions or the inability to divert water at low flows and having to prolong or restart irrigation sets
- Ability to shut-off ditch water (broken and antiquated infrastructure being replaced) which facilitates drying of fields during harvest and elimination of issues with ice formation in the headgate in the winter
- Natural restoration of the macroinvertebrate and fish community in a ‘dead’ section of the river
- Reduced kokanee salmon fry mortality and labor associated with screening fish from the ditch inlets due to the construction of a river return sluice gate
- Continued support of wet meadow mesic habitat important to the federally threatened Gunnison Sage Grouse.

Table 1. Water Rights Associated with the Project:

Ditch Name	Priority Admin No.	Water Right Amount	Adjudication Date	Appropriation Date
John B. Outcalt No. 2				
	10783	4.5 cfs	9/14/1906	7/10/1879
	11475	3.375 cfs	9/14/1906	6/1/1881
	14015	.55 cfs	9/14/1906	5/15/1888
	30667.10783	23.625 cfs	4/29/1941	7/10/1879
	30667.14015	2.8 cfs	4/29/1941	5/15/1888
	30667.1403.2	3.0 cfs	4/29/1941	6/1/1888
Gunnison and Tomichi Valley Ditch Association Ditch				
	10629	14 cfs	9/14/1906	2/16/1879
	14397	1.75 cfs	9/14/1906	6/1/1889
	15493	1.375 cfs	9/14/1906	6/1/1892
	20710.20574	2.0 cfs	10/25/1921	5/1/1906
	30667.10629	37.0 cfs	4/29/1941	2/6/1879
	38284	5.0 csf absolute 30.0 csf conditional	6/20/1957	10/26/1954
	41052	5.0 cfs conditional	10/28/1965	5/25/1962
	57109	2.5 cfs conditional	12/31/2006	5/11/2006

Project Scope (Total Budget: \$153,900):

Task 1. Engineered Design: Obtain river survey, prepare 2D hydrologic model, engineered design plans, and construction standards and specifications, construction inspections.

Estimated Budget: \$27,700

Sources of Funding (Cash): CWCB Watershed Management Planning Funds

Timeline for Completion: February 2021 (Complete; all except construction inspections)

Task 2. Contracting: Project Agreements with CRWCD, water right holders, construction contractor.

Estimated Budget: \$1,300
Sources of Funding (In-Kind): Upper Gunnison District
Estimated Timeline for Completion: July 1, 2021

Task 3. Construction Implementation: GTVA headgate, Outcalt No. 2 headgate, return sluice/spillway back to the river, diversion channel armoring, wing inlet improvements, river channel restoration, excavator bridge, walkway, and trash boom.

Estimated Budget: \$123,700
Sources of Funding:
CRWCD Partner Funds (Cash): \$47,241
UGRWCD District Grant (Cash): \$21,775
CWCB Grants (Cash): \$17,260 (WSRF \$8,000; SMP \$9,260)
Water Right Holders: \$29,924
Cash: \$8,444
In-Kind (Donated Materials and Heavy Equipment): \$21,480
USFS (Cash): \$7,500
Estimated Timeline for Completion: August 30, 2021

Task 4. Grant Reporting, Project Management, Fiscal Management, Project Close-Out

Estimated Budget: \$1,200
Sources of Funding (In-Kind): Upper Gunnison District
Estimated Timeline for Completion: October 31, 2021

Anticipated Permitting Required for this Project: *please describe any anticipated permitting requirements (include any and all local, state, federal or other permits anticipated and/or required) for this project and the status of each permit at the time of application.*

The UGRWCD does not anticipate the need for any county, state, local or federal permits for this project. The area disturbed will be less than 1 acre which eliminates the need for a state stormwater discharge permit. Any groundwater pumping (relatively small amount) done during construction will discharge to the ditch system in order to avoid any tailwater return to the river/natural stream and the need for a permit.

Project Budget and Funding:

Total Project Cost: \$ 153,900

Table 2. Project Budget/Funding: *Provide a complete disclosure of all funds and funding sources being utilized to complete the project. Attach additional documentation if appropriate.*

Tasks	Units	Quantity	Unit Cost	Total Cost
Task 1: Engineering				\$27,700
Engineered Design	LS			\$23,700
Construction Inspections (4)	LS			\$4,500
Task 2: Contracting				\$1,300
CRWCD Agreement	HRS	5.0	\$100	\$500
Landowner/Water Right Holder Agreements (2)	HRS	5.0	\$100	\$500
Contractor for Construction Agreement	HRS	3.0	\$100	\$300
Task 3: Construction				\$123,700
Mobilization	LS		\$300	\$300
Materials: Outcalt Headgate & Pipe	LS		\$7,159	\$7,159
Materials: Hydraulic Assembly	LS		\$3,925	\$3,925
Materials: Excavator Bridge	LS		\$3,750	\$3,750
Materials: Concrete	CY	50	\$650	\$32,500
Materials: Spillway Gate, Hydraulic Cylinder Mounts, Walkway, Trash Boom	LS		\$6,321	\$6,321
Equipment & Labor	HRS	65	\$210	\$13,650
Fabrication & Welding (In-Shop)	HRS	65	\$75	\$4,875
Welding (Field Install)	HRS	30	\$150	\$4,500

GTVA HG Construction (Phase 1 – Completed fall 2020)	LS		\$22,630	\$22,630
Task 4: Project Management				\$1,200
Project & Fiscal Management	HRS	6.0	\$75	\$450
Reporting & Close-out	HRS	10	\$75	\$750
Total				\$153,900

Table 3. Match Summary

Funding Source	Cash	In-Kind	Totals
Upper Gunnison District	\$21,775	\$2,500	\$24,275
CO Water Conservation Board (WSRF)	\$8,000	\$0	\$8,000
CO Water Conservation Board (Stream Management)	\$36,960	\$0	\$36,960
Landowners/Water Right Holders	\$8,444	\$21,480	\$29,924
TOTALS:	\$75,179	\$23,980	\$99,159

Match Ratio (CRWCD/UGRWCD) - 1 : 2.1 (\$47,241 : \$99,159)

Note: USFWS funds of \$7,500 not counted in match total as they were used to match CWCB WSRF Award of \$8,000)

Requested Contribution from River District: \$47,241

Project Funding Distributions/Sequence of Payments: *Please review the guidelines for the Colorado River District's preferred method for funding distributions. If the typical funding schedule does not work, please provide a detailed explanation why and what the preferred method of distribution of funds is for the applicant.*

- Distribution No. 1 – Execution of Contract (\$11,810)
- Distribution No. 2 – Project Completion (\$35,431)

III. Local Community Support

Please attach letters of support from the board(s) of county commissioners in which the county(ies) the project is located and/or water from the project will be utilized, and where appropriate, the governing board of the municipality(ies) in which the project is located. Should a letter of support not be available from the appropriate local government(s), project proponent should provide detailed explanation of the reasons.

- Upper Gunnison River Water Conservancy District

- Gunnison Board of County Commissioners
- Trout Unlimited
- U.S. Fish & Wildlife Service
- Bar Slash Bar Ranch, LLLP (Burt Guerrieri)
- Guerrieri Land & Cattle, Inc. (Steve Guerrieri)
- Esty Ranch, LLC (Cheryl Hill)
- Kathleen Curry, CRWCD BOD, Gunnison County Representative

IV. Colorado River District Mission Alignment

Please review the Colorado River District Mission Statement, Strategic Plan and Partnership Projects Funding Program Framework. Describe how your project aligns with and supports the mission and strategic goals of the River District. Describe how your project fits within one or more of the five categories outlined within the framework.

Alignment with CRD Mission: This project aligns with the CRD mission as follows:

- *Protection of the water resources:* Protects pre-compact agricultural irrigation water rights.
- *Conservation of water resources:* Ensures careful management of existing water supplies, and supports healthy rivers, river channel restoration efforts, safe recreation, restoration of the natural environment, and fishery health.
- *Use of Water Resource:* Supports beneficial uses of existing water supplies for agricultural production, aquatic habitat and wildlife, and economically based recreation.

Alignment with CRD Strategic Plan:

- Outreach & Advocacy: This project proposal is supported by a letter of support from the Gunnison County Board of County Commissioners and directly demonstrates the River District's desire to enhance, expand, and involve *key elected and appointed officials* in water resource decisions.
- Outreach in All Basins: Supports the strategic initiative of using CRD resource in the...*Gunnison, White, and Yampa River basins...* and using its resources... *to help those basins address their consumptive and non-consumptive water use needs.*
- Climate & Hydrologic Uncertainty: Supports the varying hydrologic conditions under which water users in the Upper Gunnison basin depend upon their infrastructure to manage their existing water supplies. Design capacity to handle high flows associated with rapid snow melt events due to warming climate as well as diminishing water supplies and low flows associated with lack of snowpack.
- Colorado River Supplies: Supports full use of *pre-compact water supplies* for the benefit of the District's inhabitants.
- Agricultural Water Use: Protects the integrity of senior agricultural water rights within Colorado's prior appropriation system.
- Water Needs/Project Development: Provides *financial assistance to be used for the refurbishment and modernization of the aging water supply infrastructure within the District...*
- Colorado's Water Plan: Supports the *preservation of agriculture and environmental enhancement efforts* in the face of unpredictable impacts from climate change.

- Water Efficiency & Conservation: Supports River District’s emphasis on wise use of limited water resources by supporting improved irrigation water management.

Alignment with Partner Project Funding Program Framework (5 categories):

This project aligns with all 5 Partner Project funding framework categories:

- Supports over 1900 acres of *productive agriculture* in the Gunnison and Tomichi Creek basins.
- Replaces antiquated and poorly functioning *agricultural irrigation infrastructure* which ensure the long-term viability of agriculture in the Upper Gunnison basin.
- Creates a natural and *healthy river system* by eliminating practices that result in channel erosion.
- Supports **watershed health by naturally rehabilitating this section of the Gunnison river** through elimination of gravel push-up dams that disrupt the channel bed and the establishment of a healthy macroinvertebrate community and fishery. In addition, this project helps reduce entrapment and mortality of kokanee salmon fry annually released from the Roaring Judy Fish Hatchery as they make their way to Blue Mesa Reservoir.
- Improves irrigation water management, *increases efficiency* and provides a stable water supply for agricultural producers in the Gunnison and Tomichi Creek basins.

V. Project Risk Analysis

Is there any risk to public health, safety and welfare with this project? Yes No
 If yes, please explain.

Yes. There is always some risk to the public when conducting river restoration and diversion construction projects. In order to minimize those risks, the UGRWCD hired a qualified and experienced engineering firm to survey the river channel, create a 2D hydrologic model, develop engineered design plans, and conduct construction inspections.

What are the potential consequences of project failure, or in the instance of a study, the failure to produce a final deliverable?

The potential consequences of infrastructure failure would cause no danger or harm to adjacent buildings or properties as water would return back to the river. The only potential harm would come to irrigators due to decreased diversion and associated agricultural losses until issues could be resolved. However, as the applicant and primary project proponent, the Upper Gunnison District and its project partners are confident in a positive project outcome. If for some reason, any aspect of the project should not function as intended, the Upper Gunnison District will work with project proponents and help bring additional financial resources to bare, if necessary, in order to ensure a successful outcome.

Is there anything in this project that may cause potential injury to vested absolute water rights?
 If yes, please explain. Yes No

Will this project potentially cause reduced return flows with any potential negative effects?
If yes, please explain.

Yes

No

VI. Additional Factors for Evaluation

Does this project preserve pre-Compact (i.e. appropriation date 1922 or earlier) water rights? Explain. Yes No

Yes, this project preserves significant pre-compact water rights. Please see Table 1 Summary of Water Rights.

Does this project have potential to cause injury to other water users? Yes No
Explain.

No. The Upper Gunnison District has made significant efforts to ensure that this project will not cause injury to other water users. We have conducted outreach to downstream/down ditch water users and have notified them of the project and sought letters of support. We have contracted with an experienced engineering firm (Applegate Group) to develop a 2D hydrologic model and detailed engineered plans to ensure a properly functioning system that will positively benefit water users.

Does this project reduce the operational costs to the operator? Yes No
If yes, provide further explanation.

Yes. Ditch operators have had to manipulate the river channel annually via a gravel push-up dam which will be eliminated under this project. The newly installed river channel design as part of this project will eliminate any future need for heavy machinery operation in the channel. Because the ditches will be combined and the river channel stabilized, the historic reduction or disruption of flow to one diversion caused by the other ditch operator's river channel manipulation will no longer occur. Also, ditch operators will be able to reduce their typical twice daily visit to the headgate to address diurnal bounces in the river due to upstream diversions or when they have to closely monitor diversions during peak flow as the new diversion, headgate and spillway structure will more accurately divert and deliver water. Finally, having a stable and dependable water supply means reduced labor for water users associated with completing irrigation sets in fewer hours.

How does this funding request enhance the project's long-term viability?

This project supports the long-term viability of agricultural production in the Upper Gunnison basin by replacing broken and/or antiquated irrigation infrastructure and modernizing irrigation water management practices. In addition, this project will allow this segment of the Upper Gunnison River to become a more naturally functioning and resilient ecosystem that supports our recreational economy (e.g., boating and angling). The River District funding will ensure that the fully engineered design is installed to specification and the robust infrastructure will remain functional for decades to come.

Does this project promote innovation within a water use sector? Yes No
Explain.

Yes. This project will promote the benefits of innovation (synonym "modernization") of improved irrigation water management practices (i.e. elimination of gravel push-up dams) and modern well-

functioning irrigation infrastructure for productive agriculture in the Upper Gunnison basin. In addition, it will demonstrate the multiple benefits that can happen when water right holders and other stakeholders work together to support economic activity in the basin while improving the health and function of the river system.

Does this project develop applied research, science and data beneficial to the mission and strategic goals of the District?

Yes

No

VII. Insurance

Please review the minimum insurance requirements typically required within a funding agreement which are outlined in the guidelines document. Can you meet the requirements and if not, what insurance do you have?

At the current time, the Upper Gunnison District does not meet all insurance limits as outlined. We are looking into the cost for the District to increase our umbrella policy to meet the identified levels. We will make sure that all contractors on the project meet the liability limits identified below.

Upper Gunnison Current Liability Coverage (BLUE)

1. General Liability:
 - a. Bodily Injury & Property Damage:
 - i. \$2,000,000 each event **\$1,000,000 each event**
 - ii. \$2,000,000 aggregate **\$3,000,000 aggregate**
 - b. Personal Injury:
 - i. \$2,000,000 each event **\$1,000,000 each event**
 - ii. \$2,000,000 aggregate **\$3,000,000 aggregate**
2. Automobile Bodily Injury and Property Damage Liability:
 - i. \$2,000,000 any one accident or loss **\$1,000,000 any one accident/loss**
3. Professional Liability:
 - i. \$2,000,000 each loss **No coverage (will ensure contractors have)**
4. Umbrella Liability:
 - a. Bodily Injury & Property Damage:
 - i. \$2,000,000 each event **\$1,000,000 each event**
 - ii. \$2,000,000 aggregate **\$1,000,000 aggregate**
 - b. Personal Injury:
 - i. \$2,000,000 each event **\$1,000,000 each event**
 - ii. \$2,000,000 aggregate **\$1,000,000 aggregate**
5. Workers' Compensation and Employer's Liability:
 - a. Workers' Compensation: statutory **statutory**
 - b. Employer's Liability:
 - i. \$100,000 each accident **\$500,000 each accident**
 - ii. \$100,000 disease – each employee **\$500,000 disease – each employee**
 - iii. \$500,000 disease – policy limit **\$500,000 disease – policy limit**

Signature of Applicant

Date

Completed application and supporting documentation should be submitted by e-mail to partnerfunding@crwcd.org.

Upper Gunnison River Restoration & Ag Improvement Project

Gunnison and Tomichi Valley Ditch
John B Outfall Ditch No 2 Fry Diversion Pipe

Estly Ranch

Bar Slash Bar Ranch - Guerrieri

730

48E

11

743

10F

10E

10D

10C

10

Way-Dr

Sage Dr







Upper Gunnison River Water Conservancy District

March 7, 2021

Colorado River Water Conservation District
201 Centennial Street, Suite 200
Glenwood Springs, Colorado 81601

Re: *Upper Gunnison River Restoration & Irrigation Infrastructure Improvement Project (2021)*

Dear Andy,

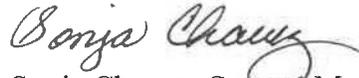
The Upper Gunnison River Water Conservancy District (Upper Gunnison District) is writing to express our enthusiastic support for the *2021 Upper Gunnison River Restoration & Irrigation Infrastructure Improvement Project* (Project). As the project proponent, our organization commits to providing in-kind project and fiscal management, technical assistance, and grant administration services (\$2,500) and financial assistance (\$58,735) via our District Grant Program and a 2019 Colorado Water Conservation Board (CWCB) Stream Management Planning grant.

This multi-beneficial water resource improvement project proposes to combine two irrigation diversions on the Gunnison River into a single point of diversion with shared and modernized infrastructure. Agricultural benefits include protection of pre-compact water rights, and improved irrigation water management, efficiency, and productivity for over 1900 acres of irrigated land in the Gunnison Mainstem and Tomichi Creek sub-basins. Recreational benefits include the elimination of practices which have narrowed the river channel, contributed to erosion, and impacted rafting and fishing. Environmental benefits include elimination of annual riverbed disturbance associated with gravel push-up dams which have impacted the aquatic community and fishery. Finally, this project supports important agricultural lands that serve as wet meadow mesic habitat important to the endangered Gunnison sage Grouse as evidenced by a USFWS grant in support of this project.

Our Project is identified in the Draft 2021 Gunnison Basin Round Table Basin Implementation Plan (BIP) (Tier 1) and is the result of extensive outreach, stakeholder engagement, planning, and partnership occurring as part of the Upper Gunnison Basin Watershed and Stream Management Planning process. Project beneficiaries include the Upper Gunnison District, Fish & Wildlife Service, Colorado Parks and Wildlife, Trout Unlimited, agricultural producers, and all residents and visitors to Gunnison County.

We urge you to give this excellent project your full consideration and support! If you have any questions, please contact me at: schavez@ugrwcd.org or 970-641-6065.

Sincerely,

A handwritten signature in cursive script that reads "Sonja Chavez".

Sonja Chavez, General Manager

March 10, 2021

Colorado River Water Conservation District
201 Centennial Street, Suite 200
Glenwood Springs, Colorado 81601

Re: *2021 Upper Gunnison River Restoration & Irrigation Infrastructure Improvement Project*

Dear Andy,

I am writing to express my enthusiastic support for the Upper Gunnison River Water Conservancy District project proposal entitled, *2021 Upper Gunnison River Restoration & Irrigation Infrastructure Improvement Project* (Project). I have reviewed the Partnership Funding Program application for this multi-beneficial water resource improvement project which has received strong stakeholder input via the *Upper Gunnison Watershed and Stream Management Planning* process.

This Project is 'shovel ready' and has the leadership, oversight, and experience of the Upper Gunnison District behind it. It also has eager and willing water right holders and strong technical assistance from experienced engineering and construction firms.

By taking the unique approach of combining two irrigation diversion structures on the Gunnison River into a single point of diversion with shared and modernized irrigation infrastructure, the Upper Gunnison District has enabled the restoration of a severely impacted segment of river. Agricultural benefits include protection of pre-compact water rights, and improved irrigation water management, efficiency, and productivity for over 1900 acres of irrigated land in the Gunnison Mainstem and Tomichi Creek sub-basins. Recreational benefits include the elimination of practices which have narrowed the river channel, contributed to erosion, and impacted rafting and fishing. Environmental benefits include improvements which support the aquatic community and fishery and important irrigated agricultural lands that serve as wet meadow mesic habitat important to the endangered Gunnison Basin Sage Grouse.

In closing, this Project meets the mission and strategic planning goals of the Colorado River District, addresses each and every funding allocation category in the program guidelines, and essentially 'checks every box' with regard to the type of project envisioned under the Partnership Project Funding Program.

I urge you to give this project your full consideration and support! If you have any further questions, please contact me at: or 970-209-5537

Sincerely,



Kathleen Curry, Gunnison County Representative
Colorado River District Board of Directors

March 10, 2021

Colorado River Water Conservation District
Attention: Partnership Program Fund
201 Centennial Street, Suite 200
Glenwood Springs, Colorado 81601

Re: *Upper Gunnison River Restoration & Irrigation Infrastructure Improvement Project (2021)*

Dear Mr. Mueller,

The Bar Slash Bar Ranch, LLLP (Burt Guerrieri) and Guerrieri Land & Cattle (Steve Guerrieri) are writing to express our enthusiastic support for the Upper Gunnison District's project proposal entitled *2021 Upper Gunnison River Restoration & Irrigation Infrastructure Improvement Project* (Project). The Bar Slash Bar Ranch and Guerrieri Land & Cattle have committed \$43,155 in cash contribution funds which we have raised in support of this project for irrigation infrastructure improvements (\$5,800 water right holder cash contribution; \$7,500 USFWS Grant; \$8,000 CWCB WSRF Grant; \$21,775 UGRWCD District Grant). We are committed to working in partnership with our neighbors on the John B. Outcalt No. 2 ditch (Esty's) and the Upper Gunnison District.

This multi-beneficial water resource improvement project proposes to move the John B. Outcalt No.2 Diversion upstream and incorporate into our GTVA wing inlet diversion point and modernize the irrigation infrastructure. By sharing and modernizing the diversion infrastructure, we do not have to struggle to divert our water right without negatively impacting the Outcalt No.2 water users and create gravel push-up dams to get our water which degrades the channel and the fishery. Agricultural benefits include protection of pre-compact water rights, and improved deliveries, irrigation water management, efficiency, and productivity for over 1900 acres of irrigated land served by these ditch two systems in the Gunnison Mainstem and Tomichi Creek sub-watersheds. Recreational and environmental benefits include the elimination of practices which cause channel erosion and disturb the channel bed and restore this segment of the river to a more naturally appearing and functioning hydrologic system with improved aquatic habitat and fishery for the benefit of all.

We urge you to give this excellent project your full consideration and support! If you have any questions, please contact me at: burt@millcreekranches.com (970-596-2878) and sguerrieri2010@gmail.com (970-596-2567). Thank you very much!

Sincerely,



Burt Guerrieri



Steve Guerrieri



March 10, 2021

Colorado River Water Conservation District
Attention: Partnership Program Fund
201 Centennial Street, Suite 200
Glenwood Springs, Colorado 81601

Re: Upper Gunnison River Restoration & Irrigation Infrastructure Improvement Project
(2021)

Dear Mr. Mueller,

Esty Ranch, LLC is writing to express our support for the Upper Gunnison District's project proposal entitled 2021 Upper Gunnison River Restoration & Irrigation Infrastructure Improvement Project (Project). Esty Ranch has committed in kind services of \$21,480 for labor, equipment, and materials associated with the river reclamation component of the project and a cash contribution \$2,564 for the John B. Outcalt No. 2 headgate improvements. Our organization is committed to working in partnership with our neighbors on the Gunnison Tomichi Valley Association (GTVA) ditch (Guerrieri's) and the Upper Gunnison District.

This multi-beneficial water resource improvement project proposes to move the John B. Outcalt No. 2 Diversion upstream and incorporate the diversion into the GTVA wing inlet diversion point and modernize the aging infrastructure. By sharing and modernizing the diversion infrastructure, the need to spend the resources to divert our water rights and negatively impact the GTVA water users is minimized because the new structure and diversion plan will not require the addition of concrete blocks and gravel push-up dams each year to obtain the water required to adequately irrigate the existing hay meadows every spring. Added agricultural benefits include, but are not limited to, protection of pre-compact water rights and improved deliveries, as well as irrigation water management, efficiency and productivity for over 1900 acres of irrigated land served by these ditch two systems in the Gunnison Mainstem and Tomichi Creek sub-watersheds. Environmental benefits include, but are not limited to, the elimination of practices which cause channel erosion and disturb the channel bed, which will restore this segment of the river to a more naturally appearing and functioning hydrologic system with improved aquatic habitat and fishery for the benefit of many.

We encourage you to give this mutually beneficial project your full consideration and support, and thank you in advance for your time in doing so.

Regards,

A handwritten signature in cursive script that reads "Cheryl L. Hill".

Cheryl L. Hill

Email: Cheryl.hill266@gmail.com

Mobile: 612-599-2556



Jesse Kruthaupt

March 10, 2021

Colorado River District
201 Centennial St # 200
Glenwood Springs, CO 81601

RE: Upper Gunnison River & Diversion Restoration Project

Dear Mr. Mueller,

Trout Unlimited (TU) is a non-profit, coldwater fisheries conservation organization with a mission is to reconnect, protect, and sustain coldwater fisheries across the United States. TU has staff throughout Western Colorado including the Upper Gunnison Basin.

The Upper Gunnison River & Diversion Restoration Project will improve watershed health and improve operations of the Gunnison and Tomichi Valley Association Ditch (“GTVAD”) and the John B. Outcalt No. 2 Ditch (“Outcalt Ditch”) by eliminating the need for annual channel dredging and maintenance at the GTVAD headgate inlet.

Annual construction of the Outcalt Ditch diversion dam has been a nuisance for water right owners and a point of contention for recreational users floating and/or fishing on this segment of the Gunnison River. The GTVAD diversion wing is stable but requires maintenance to remove debris and fine sediment from the headgate area. Moving the Outcalt Ditch inlet upstream to the GTVAD wing and installing a return/slucice gate will address maintenance challenges for water right owners in both ditches. Eliminating annual in-channel disturbance constructing the Outcalt Ditch dam will allow recovery of the riverine ecosystem and improve habitat for macroinvertebrates and trout.

To complement the instream ecological benefits, the proposed infrastructure improvements will encourage continued agricultural production in the Upper Gunnison Basin and irrigation of meadows that provide habitat for a variety of wildlife including the Gunnison Sage Grouse.

This project closely aligns with TU’s mission and we are thrilled to be an active partner in the effort. TU is fully supportive of this project and encourages the Colorado River District



Jesse Kruthaupt

to approve the Upper Gunnison River Water Conservancy District's funding request. Thank you for taking the time to consider our input.

Sincerely,

A handwritten signature in cursive script that reads "Jesse Kruthaupt".

Jesse Kruthaupt
Upper Gunnison Project Manager
Trout Unlimited



United States Department of the Interior



FISH AND WILDLIFE SERVICE

COLORADO PARTNERS FOR FISH AND WILDLIFE
134 UNION BLVD.; SUITE 400C
LAKEWOOD, COLORADO 80228
303-236-4341

Colorado Water Conservation Board
ATTN: Craig Godbout
1313 Sherman Street, Room 718
Denver, CO 80203

Subject: Water Supply Reserve Fund Grant: Gunnison and Tomichi Valley Ditch Head-Gate Modernization Project

Dear Mr. Godbout,

The U.S. Fish and Wildlife Service, Colorado Partners for Fish and Wildlife (CO PFW) program strongly supports the Gunnison and Tomichi Valley Ditch Head-Gate Modernization Project. CO PFW is actively working in partnership with the owners of the Gunnison and Tomichi Valley Association (GVTA) Ditch, Trout Unlimited, and Colorado Parks and Wildlife (CPW) to replace the GVTA Ditch headgate, stabilize a section of eroded ditch bank near the headgate, and install an irrigation return/sluice gate at the point of diversion. These improvements will greatly reduce maintenance and improve the operator's ability to better manage water at high and low flow levels. CO PFW is committed to providing both technical assistance and committing financial assistance in order to make improvements to flood irrigation infrastructure. CO PFW also recognizes the complexity and critical importance that flood irrigation practices have on keeping private ranch lands viable, as well as benefits to a myriad of wildlife species.

CO PFW expresses full support towards the success of this project and has secured \$7,500.00 in matching funds. Thank you for considering CO PFW's support and this project. If you have any questions regarding the CO PFW program and/or details of this project, please contact Brandon Miller, CO PFW Private Lands Biologist, 307 N. Main St., Suite 2C, Gunnison, CO 81230; 970-615-0119; or brandon_miller@fws.gov.

Sincerely,

Dominic Barrett
State Coordinator



June 22, 2020

Attn: Craig Godbout
Colorado Water Conservation Board
Water Supply Reserve Fund
Gunnison Basin

RE: Gunnison and Tomichi Valley Association Ditch

Dear Mr. Godbout,

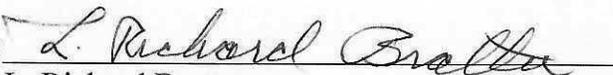
The Gunnison and Tomichi Valley Association Ditch (GTVAD) headgate modernization is part of Trout Unlimited's larger Upper Gunnison Multiple Diversion Grant proposal. The GTVAD component of the project will involve updating the headgate installing a sluice gate at the ditch point of diversion. These improvements will greatly reduce maintenance and improve our ability to manage water at high and low flow levels.

The estimated cost of these improvements is \$43,550. In coordination with Trout Unlimited, we have succeeded in securing \$21,775 from the Upper Gunnison River Water Conservancy District and \$7,500 from USFWS Partners for Fish and Wildlife Program. We are optimistic that the \$8,000 recommended by the Gunnison Basin Round Table will be approved by the CWCB board. If these funds are approved, GTVAD ditch owners are committed to paying the remaining \$6,275 necessary to complete the project.

We encourage the Colorado Water Conservation Board to grant Trout Unlimited funds requested for this project. The result will be four functional diversions that support irrigation and ecological needs in the Upper Gunnison Basin.

Sincerely,

Gunnison Valley Properties LLC

By: 
L. Richard Bratton
Manager

August 12, 2020

Attn Sonja Chavez
Upper Gunnison River Water Conservancy District
210 West Spencer
Gunnison, CO 81230

RE: Gunnison and Tomichi Valley Ditch Modernization Project

Dear Sonja,

On behalf of the following parties (Eric Witte and Kirk and Nancy Fry) I want to Thank You for your time and consideration for this project. I, in conjunction with my in-laws Kirk and Nancy Fry, own property where the Gunnison and Tomichi Valley Association Ditch headgate is located. We also own the ditch which is piped over the Gunnison and Tomichi Valley Association Ditch (GTVA) ditch approximately 20 feet down-ditch from the GTVA ditch headgate.

The planned improvements to the GTVA ditch headgate will allow for improved operation and reduce ditch bank erosion. In coordination with those improvements, we plan to replace the existing corrugated culvert pipe spanning the GTVA ditch with a longer steel pipe. This improvement will reduce seepage from our ditch and provide a long-term solution to the existing configuration.

We understand this project will involve a second task to construct a structure allowing water not taken in the GTVA ditch to return back to the river. This return structure will reduce buildup of fine sediment and debris directly upstream of the headgate.

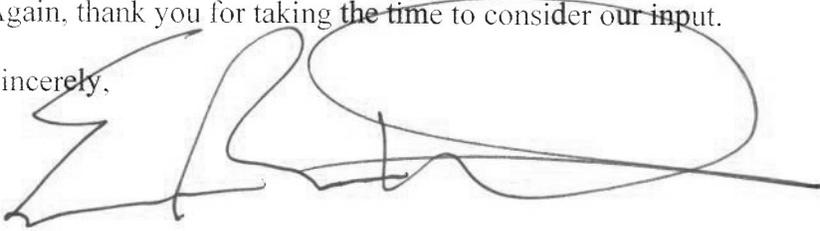
This component of the project has led to discussions with owners of a parallel diversion who are interested in diverting their ditch using the same wing dam and the GTVA ditch. Combining with the GTVA diversion would eliminate the need for annual in-channel disturbance with heavy equipment historically needed. Our family would be thrilled to see these discussions come to fruition and this segment of the Gunnison restored to a more natural state. In our belief this natural state will have a strong impact on the ecological conditions of the river.

The opportunity to work with Trout Unlimited, GTVA ditch owners, and utilize UGRWCD grant funding for this project will enable improved control of irrigation water at the head gate, improve irrigation water delivery, and provide recreational and ecological benefits to this section of the Gunnison River.

On behalf of myself and Kirk and Nancy Fry we are fully supportive of this project and have committed \$5,000 for the purchase and installation of the steel pipe.

Again, thank you for taking ~~the time~~ to consider our ~~input~~.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric R. Witte'. The signature is stylized with a large, looped 'E' and 'W'. It is positioned to the right of the word 'Sincerely,'.

Eric R Witte

226 County Road 9

Gunnison, Colorado 81230

214-957-1442