1 - 20210406agd

2a - Minutes, Sep 1 2020

2b - Minutes, Sep 15 2020

2c - Minutes, Sep 22 2020

2d - Minutes, Oct 6 2020

2e - Minutes, Oct 27 2020

2f - Minutes, Jan 26 2021

2g - Minutes, Mar 23 2021

3a - Correspondence, CB Post Office

3b - Center for Mental Health Contract

3c - Food Pantry Contract

3d - GVAWL Contract

3e - Project Hope Contract

3f - Quit Claim Deed

3g - Sage-grouse Appointment, Saguache County

3h - Contractor Agreement_GunnConsDistrict

3i - Acknowledgment of CM Signature_GCSAPP Grant Application

3j - Contractor Agreement; Six Points Eval_Training

3k - Intergovernmental Agreement_Winter Rd Maintenance

3l - Gunnison Co Operating Plan, Wildland Fire Mngmt

3m - Commercial Lease Agreement_Tom Anderson_Beleza

3n - Acknowledgment of CM Signature_HR Mngr Emplyment Agreement, Cheryl Seling

3o - Lease Amendment Agreement_Russ Marshall_Marshall Marine_Auto

3p - Lease Amendment Agreement_Williams Drilling Co

3q - Off-Airport Ground Transp Agreement, Gunnison-CB Regional Airport_San Miguel Ventures

3r - CB Center for the Arts Events Usage Agreemt_Suicide Preventn Training

3s - Grant Application_CDOT, for GCSAPP_addressing Traffic Safety

3t - Public Service Grant Agreement, City of Gunnison_Year 2021

3u - Grant Application, EMPG

3v - Grant Application, Town of CB

3w - Grant Application, CDPHE

3x - Commercial Lease Agreement; Keating

4 - Schedule

5 - Resolution, Authority to Temporarily Close Roads

6 - Public Hearing, Code Adoption and Resolutions

7 - Lot Cluster; Ellis

8 - Lot Cluster; Masonbrink

9 - Amendment to Covenants; McCormick

10 - Conservation Easement Interpretation

11 - Boundary Line Adjustment, Lots 3 and 4, Ohio Meadow Sub_Ramon_Renee Ray, James Talbot

12 - Public Hearing, Alley Vacation Request, Irwin_Justin_Tracy Hastings

13 - Appeal of Lot 7 and Lot 8, CB South Filing 2 Decision

14 - Fish Creek Reservoir Project

15 - LMD; TAPP Funding Agreement

**GUNNISON COUNTY BOARD OF COMMISSIONERS**
**REGULAR MEETING AGENDA**

**DATE:** **Tuesday, April 6, 2021** 
**PLACE:** **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE)**

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:**

8:30 am

- Call to Order; Agenda Review

- Minutes Approval:
  1. September 1, 2020 Regular Meeting
  2. September 15, 2020 Regular Meeting
  3. September 22, 2020 Special Meeting
  4. October 6, 2020 Regular Meeting
  5. October 27, 2020 Special Meeting
  6. January 26, 2020 Regular Meeting
  7. March 23, 2020 Special Meeting

- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
  1. Ratification of Correspondence: Senators Michael Bennet and John Hickenlooper; Crested Butte Postal Service
  2. Contractor Agreement: Center for Mental Health: 01/01/2021 to 12/31/2021; $11,000
  3. Contractor Agreement: Gunnison Country Food Pantry: 01/01/2021 to 12/31/2021; $5,850
  4. Contractor Agreement: Gunnison Valley Animal Welfare League: 01/01/2021 to 12/31/2021; $11,000
  5. Contractor Agreement: Project Hope of Gunnison Valley: 01/01/2021 to 12/31/2021; $10,000
  6. Ratification of Signatures; Quit Claim Deed; Lots 18-24, Block 8, City of Gunnison, a/k/a 317 N. Spruce Street, Gunnison, Colorado
  7. Acknowledgment of Appointment; Gunnison Sage-grouse Strategic Committee; Saguache County Appointment; Amber Wilson
  8. Contractor Agreement; Gunnison Conservation District.; 01/01/2021 to 12/31/2021; $5,000
  9. Acknowledgment of County Manager Signature; Grant Application; Juvenile Services Department; Funding for Gunnison County Substance Abuse Prevention Project; reducing barriers to access services that support families and prevent substance misuse; $50,000
  10. Contractor Agreement; Six Points Evaluation and Training, Inc.; 01/01/2021 to 12/31/2021; $12,000
  11. Intergovernmental Agreement for Winter Road Maintenance; County of Montrose, State of Colorado; January 1, 2021 thru December 31, 2021
  12. Gunnison County Operating Plan; Wildland Fire Management
  13. Commercial Lease Agreement; Tom Anderson, d/b/a Beleza, Inc.; 711 S. 10th Street and 725 S. 10th Street, Units A, A-1, B, C and D, Gunnison, Colorado; April 1, 2021 thru March 31, 2022; $600/Monthly
  14. Acknowledgment of County Manager Signature; Gunnison County Human Resources Manager Employment Agreement; Cheryl Seling; Effective March 1, 2021; $98,155/Annually
  15. Lease Amendment Agreement; Russ Marshall, d/b/a Marshall Marine & Auto; 719 S. 10th Street, Gunnison, Colorado; Extension to 12:00 pm on August 31, 2021
  16. Lease Amendment Agreement; Williams Drilling Co, Inc.; Extension to September 30, 2021
  17. Off-Airport Ground Transportation Agreement, Gunnison-Crested Butte Regional Airport; San Miguel Ventures, LLC; December 1, 2020 thru November 30, 2021, Renewable for December 1, 2021 thru November 30, 2022
  18. Crested Butte Center for the Arts Event Usage Agreement; Suicide Prevention Training; April 9, 2021 from 8am – 1pm
  19. Grant Application; Colorado Department of Transportation; Gunnison County Substance Abuse Prevention Project (GCSAPP) Addressing Community Traffic Safety – Impaired Driving, Excessive Drinking and Community Norms Favorable Towards Substance Use

20. Public Service Grant Agreement; City of Gunnison, Colorado; January 1, 2021 thru December 31, 2021; $20,000
21. Grant Application; Colorado Division of Homeland Security & Emergency Management; 2019 Emergency Management Performance Grant (EMPG); $10,256
22. Grant Application; Town of Crested Butte; Gunnison-Hinsdale Early Childhood Council; Crested Butte Early Childhood Educator Stipend Program; $4,000
23. Grant Application; Colorado Department of Public Health and Environment; Gunnison County Health Coalition; $30,000
24. Commercial Lease Agreement; Tom Keating, d/b/a Keating Wood Floors, Inc.; 711 S. 10th Street and 725 S. 10th Street, Units A, A-1, B, C and D, Gunnison, Colorado; April 1, 2021 thru March 31, 2022; $775/Monthly

- Scheduling

8:35 am
- County Manager's Reports

8:40 am
- Deputy County Manager's Reports and Project Updates:
  1. Resolution Delegating the Authority to Temporarily Close County Roads to the Gunnison County Public Works Director

8:50 am Public Hearings (2);
1. Proposed Resolution and Adoption of International Residential Code, 2015 edition, Section N1102.4.1.2 Air Leakage Testing
2. Proposed Resolution and Adoption of International Residential Code, 2018 edition, Appendix Q: Tiny Houses

9:15 am
- Lot Cluster Agreement and Declaration; Lot 6, Block 1 of the Chair Mountain Ranch Subdivision and Parcel C A Parcel of Land in T 11 S, R 8 W of the 6th PM with that Portion Lying East of the East Boundary of Chair Mountain Ranch Subdivision and Running to the Center of the Crystal River and Bounded by the Extension of the South Boundary Line of Lot 5 and the North Boundary Line of Lot 7, Block 1, Chair Mountain Ranch Subdivision; Robert Russell Ellis and Yvonne Marie Ellis

9:20 am
- Lot Cluster Agreement and Declaration; Lots 9-14 & 27-32, Block 27, Schofield Townsite; Adam Masonbrink

9:25 am
- Amendment to Declaration of Protective Covenants of The McCormick Ranch Regarding Rentals; LUC-21-00008

9:30 am
- Request for Stuplich Covenant Conservation Easement Interpretation; 24888 Highway 135, Crested Butte, Colorado; Villanueva Family Trust

9:45 am
- Boundary Line Adjustment; Lots 3 and 4, Ohio Meadows Subdivision; Ramon and Renee Ray and James Talbot

9:50 am
- Public Hearing; Alley Vacation Request; Lots 6-13, Block 19, Irwin, Colorado; Justin and Tracy Williams Hastings

10:00 am
- Appeal of Lot 7 and Lot 8, Block 9, Crested Butte South Filing 2 Decision

10:30 am **BREAK**

10:45 am

- Support for Colorado River District Partnership Project Funding Program Application; Cimarron Canal and Reservoir Company; Fish Creek Reservoir #2 Repair and Conservation Project
- Unscheduled Citizens: Limit to 5 minutes per item. No formal action can be taken at this meeting.
- Executive Session, pursuant to C.R.S. §24-6-402 (4) (e) (I), for the purpose of receiving attorney-client privileged legal advice, developing strategy for negotiations and instructing negotiators, and determining positions relative to matters that may be subject to negotiations related to a potential property interest located in Gunnison County
- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Adjourn

**GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT:**

11:15 am

- Call to Order
- Local Marketing District; First Amendment to Memorandum of Agreement on Funding; Gunnison-Crested Butte Tourism Association; Increase to $2,390,590.51
- 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=MVhiUzlBZnRrNjdma0JoUllXUzRaUT09

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:** September 1, 2020 Regular Meeting

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

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

**Summary:**

Attached are the draft 9/1/2020 BOCC meeting minutes 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 and appears legally sufficient. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 3/22/2021 Certificate of Insurance Required

Yes ○ No ◉

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/29/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS**
**REGULAR MEETING MINUTES**
**September 1, 2020**

The September 1, 2020 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

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

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

**MINUTES APPROVAL:** **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the meeting minutes of 7/21/20, 7/28/20 and 8/4/20 as presented today. Motion carried unanimously.

1. 7/21/20 Regular Meeting
2. 7/28/20 Special Meeting
3. 8/04/20 Regular Meeting

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

1. Acknowledgment of County Manager's Signature; Buttery Contract
2. Acknowledgment of County Manager's Signature; U.S. Forest Service Agreement; Weed Management
3. Base Agreement; Engineering Services; Jviation & Gunnison-Crested Butte Regional Airport
4. Contract; Active Energies Solar, LLC
5. Liquor License Renewals; Crested Butte Nordic Council dba CBNC Magic Meadows Yurt; September 15, 2020 – September 15, 2021 & Tre Amici Corp dba Garlic Mike's; September 14, 2020 - September 14, 2021
6. Grant Agreement; State of Colorado – Department of Local Affairs; Community Development Block Grant
7. Lease Agreement; Belmont Development Company, LLC
8. Acknowledgment of County Manager's Signature; Department of Energy; Dos Rios Water Extension
9. Amendment of Business Lease; RV Commercial Rentals, LLC

**SCHEDULING:** The Upcoming Meetings Schedule was discussed and updated.

**COUNTY MANAGER'S REPORTS:**

1. Discussion; Library District Board Vacancy. CM Birnie informed the Board that Bruce Bartleson has stepped down from his position on the District Board, and that the District would like for the Board to make an out-of-cycle appointment to the District Board. The Board agreed to allow an out-of-cycle appointment process.
2. Paintbrush Housing Project Update. CM Birnie informed the Board that the project is progressing, and he asked the commissioners if they would like to schedule a tour of the project. The Board agreed to schedule a tour during an upcoming work session.

**DEPUTY COUNTY MANAGER'S REPORT AND PROJECT UPDATES:** Deputy County Manager Marlene Crosby was present for discussion.

1. Slate River Clean-Up. DCM Crosby asked for Board permission to work with a private-property owner and the Crested Butte Land Trust to clean up an area where someone inappropriately installed a bridge and culverts, which led to the creation of a mess. She felt it would take two days for her staff to complete the work. The Board agreed to allow the work.

**COMMISSIONER ITEMS:** This discussion began earlier than scheduled due to a gap in the meeting.

**Commissioner Smith:**

1. Departmental Meetings. Commissioner Smith informed the Board that she has had many meetings with department directors over the past two weeks so that she can get up to speed on their locations and services.
2. Local Business Meetings. Commissioner Smith informed the Board that she spent several hours meeting individually with local business owners to learn about any impacts related to COVID-19 that they may currently be experiencing. Most of them expressed appreciation for the County's early and aggressive actions taken at the start of the pandemic.

**Commissioner Mason:**

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1. Gunnison Valley Regional Housing Authority Board. Commissioner Mason informed the Board that the GVRHA Board is attempting to fill a seat on its board. The placement will be announced at its next regular meeting on 9/10/2020.
2. Region 10. Commissioner Mason attended a Region 10 meeting on 8/27/2020. Much of the conversation focused on community updates related to the inability to hold events. They also discussed an upcoming grant opportunity. Region 10 will be submitted a joint application to the State and, if successful, each County in the region would receive $75,000.
3. Governor Jared Polis Zoom Conference. Commissioner Mason attended this conference on 8/28/2020, during which the State's five COVID-19 levels were discussed. Comments are due to the State by the end of the week.
4. Community Services Block Grant. Commissioner Mason attended a recent meeting to discuss the CSBG. The grant provides $60,000 annually for basic needs assistance for members of the public. An additional $75,000 was awarded in early 2020, and approximately $8,000-$10,000 is spent from this fund monthly.

**Commissioner Houck:**

1. Colorado Department of Transportation Call. Commissioner Houck attended a recent call, during which improved road closure communications were discussed.
2. Colorado Counties, Inc. Commissioner Houck stated that CCI legislative meetings have been occurring online, and the proposed list of legislative issues for the year have been distributed. He asked Commissioner Mason and Commissioner Smith to review the list to gather thoughts on which legislative issues will be the most important to Gunnison County, and he asked that a follow-up discussion be placed on an upcoming work session agenda.
3. Counties & Commissioners Acting Together (CCAT) Meeting. Commissioner Houck stated that meetings continue, and one of the focuses is on what the ski season will look like this year. Many of the other County representatives have suggested that the State should align their COVID-19 level with what Gunnison County has already established.
4. Forest Service Plan Revision. Commissioner Houck discussed the progress with FS representatives in the Delta area, and the plan is moving forward.
5. Gunnison Sage-grouse Strategic Committee. Commissioner Houck stated that the Committee is currently seeking funding for restoration projects.

**BREAK:** The meeting recessed from 9:06 until 9:42 am in order to hold the below Public Hearing.

**PUBLIC HEARING; PETITION FOR ABATEMENT OR REFUND OF TAXES; PROPERTY TAX YEAR 2019; R071215, LOT 3 RE SUBDIVISION LOT 80 VANTUYL VILLAGE SUBD #624097:** Appraiser III Bob Blackett was present for discussion, and CTMI, LLC Tax Agent Dalton Burns participated in the discussion via telephone.

1. Open Public Hearing. Commissioner Houck opened the Public Hearing at 9:06 am.

2. Staff Presentation. Appraiser III Blackett explained that this abatement was relative to a refund of overpaid taxes. The Assessor's Office valued the property at $2,235,020, and the property owner requested a value of $1,236,509. Appraiser III Blackett provided information on three comparable properties to explain how he arrived at the $2,235,020 value.

3. Applicant Presentation. Mr. Burns explained how he arrived at the requested value of $1,236,509 by reviewing his packet submission with the Board.

4. Staff Response. Appraiser III Blackett noted that the subject land was purchased during the protest period, and that Mr. Burns had not accurately reflected the actual sales price in his valuation. He also indicated that rental comparisons are not justified since the subject property is occupied by the owner and not being rented out. Lastly, he noted that Mr. Burns utilized 2019 dates in his comparisons, but that the protest period ended on June 30, 2018, so any sales in 2019 should not be used to determine valuation of the property.

5. Applicant Response. Mr. Burns indicated that he used the land value that the Assessor's Office calculated. He also stated that the Assessor's Office had not considered that the building has not been built out and functions similar to a store within a warehouse. Lastly, he felt that consideration was improperly given to the value of similar properties in other cities, because company value should not relate to property value.

6. Board Questions.
    a. Commissioner Houck asked if the Petitioner had filed a protest during the recent protest period, and Mr. Burns confirmed that the Petitioner did not file such a protest.
    b. Commissioner Mason indicated that there was a significant contrast in price per square foot in the property comparison, thus he felt that the assessment was too high and should be valued below $2,000,000, which equates to approximately $270 per square foot.
    c. Commissioner Smith questioned the rationale for using O'Reilly stores in other counties to determine the value of the subject property. Appraiser III Blackett indicated that comparison to like properties outside of Gunnison County, while not used in other appeal

processes, was warranted in this type of appeal. Commissioner Smith agreed that the square footage shown in the comparable properties was an issue, thus she agreed with Commissioner Mason that the valuation was high.

7. Continue Public Hearing. The Board asked that the hearing be continued to the next meeting in order to allow time for the Assessor's Office and the Petitioner to come to agreement before being readdressed by the Board. **Moved** by Commissioner Houck, seconded by Commissioner Smith to continue the public hearing for Petition for Abatement or Refund of Taxes; Property Tax Year 2019; R071215, Lot 3 Subdivision Lot 80 VanTuyl Village #624097 to 9:00 am on Tuesday, September 15, 2020. Mr. Burns confirmed that continuing the hearing was agreeable and that he would be available for the discussion on 9/15/2020. Motion carried unanimously. Commissioner Houck then reconvened the Gunnison County Board of County Commissioners Meeting at 9:42 am.

**POTENTIAL AVIGATION EASEMENT BETWEEN GUNNISON VALLEY PROPERTIES, LLC AND THE BOARD OF COUNTY COMMISSIONERS:** Airport Manager Rick Lamport was present for discussion, and he informed the Board that discussions related to a potential avigation easement are ongoing between impacted parties, including the Gunnison-Crested Butte Regional Airport. He also indicated that some important determinations could only be completed by the FAA. The City of Gunnison is scheduled to take action on the Planned Unit Development (PUD) on 9/8/2020, which leaves little time for FAA feedback. County Attorney David Baumgarten recommended that the Board direct AM Lamport to work with the developer to finalize draft language for the potential easement agreement and to verify, with the FAA, whether or not the current avigation easement recorded in 2010 (and re-recorded in 2018 due to legibility issues) is still appropriate given this PUD application or if the new negotiated easement language would be agreeable with the FAA. **Moved** by Commissioner Houck, seconded by Commissioner Mason to go into executive session to determine positions and strategies relevant to matters subject to negotiations and instruct negotiators pursuant to Section 24-6-402(4)(e) of the Colorado Open Meetings Act and receive legal advice from the County Attorney's Office pursuant to Section 24-6-402(4)(b) of the Colorado Open Meetings Act all in relation to the potential avigation easement between Gunnison Valley Properties, LLC and the Board of County Commissioners. Attendees in the meeting will include County Attorney David Baumgarten, Manager Matthew Birnie, Airport Director Rick Lamport, Deputy County Attorney Matt Hoyt, as well as the full Board of County Commissioners. Because legal advice will be received, pursuant to Section 24-6-402(4), the meeting will not be recorded, nor will minutes be taken. Motion carried unanimously.

The board went into executive session at 10:04 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) and 24-6-402(4)(e)(I).

Attorney Statement Regarding Executive Session

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

Chairperson Statement Regarding Executive Session

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

Date: _____ _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

**Moved** by Commissioner Houck, seconded by Commissioner Smith to come out of executive session, the executive session happened with the folks that were read into the record, we received strategies and guidance from the Attorney's Office. Because it was an executive session for guidance, there was no recording of the session. Motion carried unanimously. The Board came out of executive session at 10:26 am. Commissioner Houck asked AM Lamport to continue to be the point person with the developer, he also asked DCA Hoyt to provide support in legal matters related to this issue.



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**COMMISSIONER ITEMS (continued):**

**Commissioner Houck:**

6. COVID-19 Recovery Efforts. Commissioner Houck met with a member of the Recovery Team to learn that communication outreach to restaurants will begin soon.

**UNSCHEDULED CITIZENS:**

1. Dave Taylor. Mr. Taylor commended the Board for taking a reasonable approach to the tax appeal on today's agenda. He also asked if the Board will be reaching out to Alpine Lumber's representative regarding Alpine's recent tax appeal to give similar consideration as today's petitioner received. Lastly, he noted that he sent Commissioner Mason an email related to the Tourism and Prosperity Partnership, and he hoped to receive a response. Commissioner Mason indicated that he will respond to the email this week. Commissioner Houck recommended that Mr. Taylor reach out to the Assessor's Office with his question about Alpine Lumber's tax appeal.

**ADJOURN:** **Moved** by Commissioner Houck, seconded by Commissioner Smith to adjourn the regular session of the Board of County Commissioners. Motion carried unanimously. The meeting adjourned at 10:36 am.

**GUNNISON COUNTY HOUSING AUTHORITY SPECIAL MEETING:**

**CALL TO ORDER:** Chairperson Houck called the Gunnison County Housing Authority meeting to order at 10:36 am.

**QUIT CLAIM DEED; MOUNTAIN VIEW APARTMENTS:** CM Birnie informed the Board that when the Gunnison Valley Regional Housing Authority was created, property in the name of the Gunnison County Housing Authority was placed in the ownership of Gunnison County. Per HUD, Mountain View Apartments needs to be owned by the party named in current agreements, so this quit claim deed would undo the transfer of ownership for that specific property. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the Quit Claim Deed and authorize the signature of the whole Board. Motion carried unanimously.

**ADJOURN:** **Moved** by Commissioner Houck, seconded by Commissioner Mason to adjourn the County Housing Authority special meeting. Motion carried unanimously. The Gunnison County Housing Authority meeting adjourned at 10:41 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:** September 15, 2020 Regular Meeting

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

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

**Summary:**

The draft 9/15/2020 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:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS**
**REGULAR MEETING MINUTES**
**September 15, 2020**

The September 15, 2020 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

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

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

**CONSENT AGENDA:** **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the Consent Agenda as presented. Motion carried unanimously.

1. Memorandum of Agreement; Gunnison Valley Animal Welfare League
2. Acknowledgment of Updated Exhibit; City of Gunnison Large Solar Contract
3. First Amendment; Voting Systems & Managed Services Agreement; Dominion Voting Systems, Inc.
4. Memorandum of Agreement; West Region Wildfire Council; Title III Awards
5. Region 10 Agreement; Gunnison County Senior Resource Office; $45,833
6. Tax Sale Internet Auction Services Agreement; SRI, Inc.
7. Grant Agreement; Federal Aviation Administration; Gunnison-Crested Butte Regional Airport; Project No. 3-08-0030-056-2020
8. Express Grant of Avigation Easement & Right of Way; Gunnison Valley Properties, LLC
9. Core Services Plan; Gunnison & Hinsdale Counties
10. LEAP Outreach Incentive Program Agreement; Colorado Office of Economic Security – Division of Food & Energy Assistance; $26,000

**SCHEDULING:** The Upcoming Meetings Schedule was discussed and updated.

**COLORADO COUNTIES, INC. (CCI) LEGISLATIVE COMMITTEE APPOINTMENT:** **Moved** by Commissioner Smith, seconded by Commissioner Mason to appoint Commissioner Houck to the Colorado Counties, Inc. Legislative Committee. Motion carried unanimously.

**COUNTY MANAGER'S REPORTS:**

1. Broadband Project Funding Match. CM Birnie explained that this opportunity, which is related to the Region 10 Broadband project, will result in a separate fiber run between Gunnison and Crested Butte. This is a $5M project and two grants are involved; one is a DOLA grant, and the other is available to hospitals and requires approximately $500,000 match between all local partners. Many of the local partners are hesitant to designate funding for this during the pandemic, since budgets and income streams have been impacted. GCEA has verbally approved $280,000, the Town of Crested Butte will try to commit $75,000, and Mt. Crested Butte is evaluating its ability to contribute and at what level. The school district may also be able to contribute toward the project. CM Birnie asked the Board to make a tentative commitment of $100,000 from the County's 2021 budget, and the Board provided initial verbal support for considering this expense in the 2021 budget.
2. Resolution; A Resolution of the Board of County Commissioners of Gunnison County, Colorado Authorizing the Execution and Delivery of a Ground and Improvement Lease Agreement, a Lease Purchase Agreement, an Escrow Agreement, a Continuing Disclosure Certificate, an Official Statement, and Certain Related Documents by the County; Approving the Forms of Related Documents; and Providing for Other Matters Relating Thereto. CM Birnie explained that passage of this resolution will authorize him to refinance the 2013 Certificates of Participation under specific parameters. He hopes to refinance with no extension of the term, annual savings of at least $50,000, and approximately $1M total savings over the entire term. **Moved** by Commissioner Houck, seconded by Commissioner Mason to adopt Resolution #2020-32, a Resolution of the Board of County Commissioners of Gunnison County, Colorado Authorizing the Execution and Delivery of a Ground and Improvement Lease Agreement, a Lease Purchase Agreement, an Escrow Agreement, a Continuing Disclosure Certificate, an Official Statement, and Certain Related Documents by the County; Approving the Forms of Related Documents; and Providing for Other Matters Relating Thereto as described within the full resolution, and to authorize the Chair's signature on the document. Motion carried unanimously.
3. GOCO Grant Funding Awards. CM Birnie informed the Board that funding had been awarded due to the fantastic work performed by Community & Economic Development Director Cathie Pagano and her team to bring outside resources into Gunnison County. GOCO awarded $266k for the Shady Island project, $100k for the Sustainable Tourism and Outdoor Recreation Committee, $70k for trailhead bathrooms, $10k for Slate River trailheads and $4k for winter trails. These combined awards represent the largest award in the grant cycle.

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4. Airport Terminal Update. CM Birnie informed the Board that we received an additional $3.9M in FAA Funding, which brings the total between all CARES Act, AIP and discretionary funds of approximately $26M for this project. Operations and maintenance will require $4M of those funds.
5. Geothermal Project Update. CM Birnie informed the Board that the County will begin drilling the wells between the O'Leary and Blackstock buildings either this week or next. Approximately 30 wells will be drilled to a depth of approximately 400 feet, and the work will take about a month to complete.
6. Pay It Forward Loan Program. CM Birnie received word from Region 10 that the first recipients of the business loans have repaid their balances in full, which enabled them to receive Gunnison Greenback incentive certificates. All other loan recipients have been making payments on their loans, and there haven't been any collection issues noted.

**BREAK:** The meeting recessed from 9:07 until 9:30 am in order to hold the below Public Hearing.

**CONTINUED PUBLIC HEARING; PETITION FOR ABATEMENT OR REFUND OF TAXES; PROPERTY TAX YEAR 2019; R071215, LOT 3 RE SUBDIVISION LOT 80 VANTUYL VILLAGE SUBD #624097:** Appraiser III Bob Blackett was present for discussion, and CTMI, LLC Tax Agent Dalton Burns participated in the discussion via telephone.

1. Open Public Hearing. Chairperson Houck opened the continued Public Hearing at 9:07 am. He reminded all parties that this hearing initially opened on 9/1/2020, and that the Board continued the hearing to today with the hope that Mr. Burns and the Assessor's Office would be able to come to agreement prior to today's continued hearing.

2. Applicant Presentation. Mr. Burns informed the Board that he and Appraiser III Blackett had the chance to discuss this issue after the previous Board meeting, and that he offered a value of $1,483,000 to Appraiser III Blackett. This offer represented a value of $200 per square foot, which he felt was a fair valuation. However, and agreement has not been reached. At the request of Appraiser III Blackett, he reached out to his client to gather bid analysis documentation from the 2014 build, which obtained construction pricing from three different construction companies. The successful bid was awarded at $785,599, which did not include costs relative to permitting fees and the HVAC system. Thus, he felt that, using this information, the value would be in the range of $1,150,000.

3. Staff Presentation. Appraiser III Blackett explained that the property was valued using the Assessor's Office mass-appraisal approach. For today's discussion, he included comparable sales of larger properties within the City of Gunnison, as well as like properties located outside of Gunnison County. Using the market approach, the Assessor's Office felt it was able to find the best quality and quantity of data. He also stated that the bid value supplied by Mr. Burns did not include any change orders that may have been created throughout the building process, and it also did not include the value of the land. He confirmed that the Assessor's Office still recommended denial of this abatement.

4. Board Questions.
    a. Commissioner Mason. Commissioner Mason stated his opinion that the Assessor's Office valuation was still too high. He also opined that the valuation supplied by Mr. Burns was too low. He felt that a valuation of $2,000,000, which equates to approximately $270 per square foot, would be more appropriate.
    b. Commissioner Smith. Commissioner Smith stated her hope that the parties would have been able to come to agreement since they are the experts in their fields. She also noted her concerns with the discrepancy in comparable valuations.
    c. Commissioner Houck. Commissioner Houck stated the Board of Adjustments and Appeals (BAA) would be the proper authority to consider a single property assessment, rather than this Board trying to rule on a valuation between Mr. Burn's and the Assessor's Office different approaches to valuation. He suggested that the Board deny the petition for abatement so that the petition could advance to the BAA level for decision.

5. Applicant Response. Mr. Burns stated that, of the properties provided by the Assessor's Office as comparable sales, the three properties are 90, 90 and 140 miles in distance from the subject property.

6. Board Questions.
    a. Commissioner Smith. Commissioner Smith asked for the Assessor's Office reasoning for the discrepancy between price per square foot in the comparable properties. Assessor III Blackett explained that the Tractor Supply sale at $209 per square foot considers a building that is three times the size with land being five times the size of the subject property, and that the price per square foot decreases as size increases.

7. Decision. **Moved** by Chairperson Houck, seconded by Commissioner Smith to deny the Petition for Abatement or Refund of Taxes for Property Tax Year 2019; R071215, Lot 3 Subdivision Lot 80 VanTuyl Village Subdivision #624097.

**DEPUTY COUNTY MANAGER'S REPORT AND PROJECT UPDATES:** Deputy County Manager Marlene Crosby was present for discussion.

1. Extension of Pitkin Plow Agreement. DCM Crosby noted that this is a one-year agreement. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the amendment and extension of the Pitkin Plow Agreement as presented and authorize the Chairperson's signature. Motion carried unanimously.
2. Mt. Crested Butte Plow Agreement. DCM Crosby noted that this is a five-year agreement. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the Mt. Crested Butte plow agreement as presented. Motion carried unanimously.
3. Marble Area Traffic Enforcement. DCM Crosby noted that the excessive traffic speeds on CR #3 has gotten out of hand. As well, paddleboards are interfering with water fowl nesting areas at the lake, and Colorado Parks and Wildlife is considering making the area a wildlife preserve that would not allow public use of the lake. Speed signage was posted, but Sheriff's Office personnel only patrol the area on Tuesday afternoon when public use is relatively low. Residents are also concerned about the noise level of Razor ATVs in the area. Area residents would prefer to schedule a meeting with County officials to discuss the issue. The Board noted that the Town of Marble will also need to be included since the Town has shared responsibility for resolving this issue.
4. Kebler Pass Trailhead. DCM Crosby stated that she and others met with a citizens advisory group to discuss this issue. Plans for the trailhead were presented, and it is being constructed for maximum use of the land. Permitting will be discussed during a future Board meeting.

**2021-2025 DRAFT CAPITAL IMPROVEMENT PLAN:** Finance Director Linda Nienhueser was present for discussion, and she presented the draft five-year, forwarding-looking planning document. The draft document was discussed. The Board asked that the Shady Island project should be added to the plan before adoption during a future meeting.

**CONTRACT AGREEMENT; SPALLONE CONSTRUCTION, INC. - SHADY ISLAND RIVER PARK PROJECT:** Sustainable Operations Director John Cattles was present for discussion, and he explained that the project has been evolving as new funding sources have been identified, such as the grant dollars expected from the Gates Family Foundation and Great Outdoors Colorado. To date, over $700,000 in grant funding has been received. This contract will enable construction of at least the basic services. Most of the work will begin in the October/November timeframe. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Contract Agreement between the Board of County Commissioners of the County of Gunnison, Colorado and Spallone Construction as stated in this document and to authorize the appropriate signatures. Motion carried unanimously.

**COMMISSIONER ITEMS:** This discussion began earlier than scheduled due to a gap in the meeting.

**Commissioner Mason:**

1. Housing Authority. Commissioner Mason stated that he attended a recent meeting, during which the HA Board received solicited feedback from some private developers who are working with affordable housing in the valley. The HA Board members appreciated the feedback. Also, a subcommittee is evaluating properties on the market that may be capable of rehabilitation and designation of affordable housing.
2. Tourism and Prosperity Partnership. Commissioner Mason met with the TAPP Board President, and discussions about transparency were had.
3. Air Command. Commissioner Mason will attend his first AC meeting on Monday.

**Commissioner Smith:**

1. Airport. Commissioner Smith recently met with Airport Manager Rick Lamport to acquaint herself with operations at the facility. She has now met with every director in the organization, which she feels has been valuable to her as a commissioner.
2. Colorado River Water Conservation District Seminars. Commissioner Smith has been attending these seminars, and she plans to continue to gain insight about local water issues.
3. Community Storm Clean Up. Commissioner Smith participated in this event last week.
4. Town of Crested Butte Black Lives Matter Committee. Commissioner Smith has been participating on this committee as a representative from the Board. In the near future, "Black Lives Matter" will be painted on Elk Avenue.
5. Club 20. Commissioner Smith will participate in the fall meeting this Friday.
6. Tourism and Prosperity Partnership. Commissioner Smith also met with John Norton recently to discuss transparency.

**Commissioner Houck:**

1. Gunnison Sage-grouse. Commissioner Houck has been working with others on the draft Sage-grouse Recovery Plan.
2. Colorado River Basin Roundtable. Commissioner Houck is working to finalize the process to assign someone from the north end of the valley as the County's representative on this Roundtable.

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3. KBUT Community Matters Show. Commissioner Houck participated in this as the Board Chairperson, along with the local mayors. He felt it there were good discussions with varying topics of interest. It is archived on KBUT's website.

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

**ADJOURN:** **Moved** by Commissioner Houck, seconded by Commissioner Mason to adjourn this session of the Board of County Commissioners. Motion carried unanimously. The meeting adjourned at 10:42 am.

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

Minutes Prepared By:

_____
Katherine Haase, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

**GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES**

**GUNNISON COUNTY, COLORADO**
**RESOLUTION NO. 2020-32**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND AND IMPROVEMENT LEASE AGREEMENT, A LEASE PURCHASE AGREEMENT, AN ESCROW AGREEMENT, A CONTINUING DISCLOSURE CERTIFICATE, AN OFFICIAL STATEMENT, AND CERTAIN RELATED DOCUMENTS BY THE COUNTY; APPROVING THE FORMS OF RELATED DOCUMENTS; AND PROVIDING FOR OTHER MATTERS RELATING THERETO.

WHEREAS, Gunnison County, Colorado (the "County"), is a duly organized and existing county, existing as such under and by virtue of the Constitution and laws of the State of Colorado; and

WHEREAS, the County has the power, pursuant to Sections 30-11-101(b) and (c) and 30-11-104.1, of the Colorado Revised Statutes, as amended, to lease, as lessor or as lessee, real and personal property, together with any facilities thereon, and to enter into lease-purchase agreements for the purpose of financing County buildings or equipment used or to be used for governmental purposes; and

WHEREAS, the County owns, in fee title, certain real property and the improvements constructed thereon more particularly described in the hereinafter defined Ground Lease (collectively, the "Leased Property"); and

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado (the "Board"), has determined, and now hereby determines, that it is in the best interest of the County and its inhabitants that the Board, on behalf of the County, as lessor, subject to the termination of the similar lease relating to the 2013 Certificates (as defined in the hereinafter defined Lease), lease the Leased Property to Zions Bancorporation, National Association (the "Trustee"), solely in its capacity as trustee under the Indenture described herein, as lessee, pursuant to a Ground and Improvement Lease Agreement (the "Ground Lease"), and, subject to the termination of the similar lease relating to the 2013 Certificates, simultaneously sublease the Leased Property back from the Trustee pursuant to the terms of a Lease Purchase Agreement (the "Lease") between the Trustee, as lessor, and the Board, on behalf of the County, as lessee; and

WHEREAS, pursuant to the Lease, and subject to the right of the County to terminate the Lease and other limitations as therein provided, the County will pay certain Base Rentals and Additional Rentals (as such terms are defined in the Lease) in consideration for the right of the County to use the Leased Property; and

WHEREAS, the County's obligation under the Lease to pay Base Rentals and Additional Rentals shall be from year to year only; shall constitute currently budgeted expenditures of the County; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or other indebtedness or a multiple fiscal year financial obligation of the County within the meaning of any constitutional or statutory limitation or requirement concerning the creation of indebtedness or any multiple fiscal year financial obligation, nor a mandatory payment obligation of the County in any ensuing fiscal year beyond any fiscal year during which the Lease shall be in effect; and

WHEREAS, the Trustee will enter into an Indenture of Trust (the "Indenture"), pursuant to which the Trustee will execute and deliver one or more series of taxable certificates of participation, dated as of their date of delivery, in an aggregate principal amount not to exceed $9,700,000 (the "Certificates"); and

WHEREAS, the net proceeds of the Certificates will be used to refund the 2013 Certificates and pay certain costs of executing and delivering the Certificates (collectively, the "Project"); and

WHEREAS, the Certificates represent assignments of the right to receive certain Revenues (as defined in the Lease), shall be payable solely from the sources therein provided and shall not directly or indirectly obligate the County to make any payments beyond those appropriated for any fiscal year during which the Lease shall be in effect; and

WHEREAS, there are on file at the County offices the proposed form of the following: (a) the Ground Lease; (b) the Lease; (c) an Escrow Agreement among the Board, the County, and the Trustee, as escrow bank (the "Escrow Agreement"), relating to the refunding of the 2010B Certificates; (d) the Continuing Disclosure Certificate (the "Disclosure Certificate") with respect to the Certificates; and (e) the Preliminary Official Statement (the "Preliminary Official Statement") with respect to the Certificates; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease; and

WHEREAS, Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2 of the Colorado Revised Statutes, as amended (the "Supplemental Act"), provides that a public entity, including the County, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act.

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

Section 1. Ratification and Approval of Prior Actions. All action heretofore taken (not inconsistent with the provisions of this resolution) by the Board or the officers or agents of the Board or the County relating to the Ground Lease, the Lease, or the Project is hereby ratified, approved and confirmed. The designation of the Preliminary Official Statement by the County Manager as a "nearly final Official Statement" for purposes of Rule 15c2-12 of the U.S. Securities and Exchange Commission is hereby ratified, approved and confirmed.

Section 2. Finding of Best Interests. The Board hereby finds and determines, pursuant to the Constitution and laws of the State of Colorado, that the Project and the financing of the costs thereof pursuant to the terms set forth in the Ground Lease and the Lease is necessary, convenient, and in furtherance of the County's purposes and is in the best interests of the inhabitants of the County and the Board hereby authorizes and approves the same.

Section 3. Supplemental Act; Parameters. The Board hereby elects to apply all of the Supplemental Act except Section 11-57-211 thereof to the Ground Lease and the Lease and in connection therewith delegates to each of the Chair of the Board (the "Chair") and the County Manager the authority to make any determination delegable pursuant to Section 11-57-205(1)(a-i) of the Colorado Revised Statutes, as amended, in relation to the Ground Lease and the Lease, and to execute a sale certificate (the "Sale Certificate") setting forth such determinations, including, without limitation, the term of the Ground Lease, the rental amount to be paid by the County pursuant to the Lease, and the term of the Lease, subject to the following parameters and restrictions: (a) the term of the Ground Lease shall not extend beyond December 31, 2050; (b) the aggregate principal amount of the Base Rentals payable by the County pursuant to the Lease shall not exceed $9,700,000; (c) the maximum amount of Base Rentals payable by the County in any fiscal year shall not exceed $650,000; (d) the Lease Term shall not extend beyond December 31, 2040; and (e) the maximum net effective interest rate on the interest component of the Base Rentals relating to the Certificates shall not exceed 4.00%.

Pursuant to Section 11-57-205 of the Supplemental Act, the Board hereby delegates to each of the Chair and the County Manager the authority to sign a contract for the purchase of the Certificates or to accept a binding bid for the Certificates and to execute any agreement or agreements in connection therewith. In addition, each of the Chair or the County Manager is hereby authorized to determine if obtaining an insurance policy for all or any portion of the Certificates is in the best interests of the County, and if so, to select an insurer to issue an insurance policy, execute a commitment relating to the same and execute any related documents or agreements required by such commitment. Each of the Chair or the County Manager is hereby authorized to determine if obtaining a reserve fund insurance policy for the Certificates is in the best interests of the County, and if so, to select a surety provider to issue a reserve fund insurance policy and execute any related documents or agreements required by such commitment.

Section 5. Approval of Documents. The Ground Lease, the Lease, the Escrow Agreement, and the Disclosure Certificate, in substantially the forms on file with the County, are in all respects approved, authorized and confirmed, and the Chair or the County Manager is hereby authorized and directed, for and on behalf of the County, to execute and deliver the Ground Lease, the Lease, the Escrow Agreement, and the Disclosure Certificate in substantially the forms on file with the County, provided that such documents may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this resolution.

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Section 6. Approval of Official Statement. A final Official Statement, in substantially the form of the Preliminary Official Statement on file with the County, is in all respects approved and authorized. The Chair or the County Manager is hereby authorized and directed, for and on behalf of the County, to execute and deliver the final Official Statement in substantially the form and with substantially the same content as the Preliminary Official Statement on file with the County, with such changes as may be approved by the County Manager. The distribution of the Preliminary Official Statement and the final Official Statement to all interested persons in connection with the sale of the Certificates is hereby ratified, approved and authorized.

Section 7. Authorization to Execute Collateral Documents. The County Clerk and Recorder (the "Clerk") or Deputy County Clerk and Recorder (the "Deputy Clerk) is each hereby authorized and directed to attest all signatures and acts of any official of the County in connection with the matters authorized by this resolution and to place the seal of the County on any document authorized and approved by this resolution. The Chair, the County Manager and the Clerk or Deputy Clerk and other appropriate officials or employees of the County are hereby authorized to execute and deliver, for and on behalf of the County, any and all additional certificates, documents, instruments and other papers, and to perform all other acts that they deem necessary or appropriate, in order to implement and carry out the transactions and other matters authorized by this resolution. The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by bond counsel prior to the execution of the documents. The execution of any instrument by the aforementioned officers or members of the Board shall be conclusive evidence of the approval by the County of such instrument in accordance with the terms hereof and thereof.

Section 8. No General Obligation Debt. No provision of this resolution, the Ground Lease, the Lease, the Indenture, the Certificates, the Preliminary Official Statement, or the final Official Statement shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year financial obligation of the County within the meaning of any constitutional or statutory provision, nor a mandatory charge or requirement against the County in any ensuing fiscal year beyond the then current fiscal year. The County shall have no obligation to make any payment with respect to the Certificates except in connection with the payment of the Base Rentals (as defined in the Lease) and certain other payments under the Lease, which payments may be terminated by the County in accordance with the provisions of the Lease. Neither the Lease nor the Certificates shall constitute a mandatory charge or requirement of the County in any ensuing fiscal year beyond the then current fiscal year or constitute or give rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the County within the meaning of any constitutional or statutory debt limitation and shall not constitute a multiple fiscal year direct or indirect County debt or other financial obligation whatsoever. No provision of the Ground Lease, the Lease or the Certificates shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the County within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. Neither the Lease nor the Certificates shall directly or indirectly obligate the County to make any payments beyond those budgeted and appropriated for the County's then current fiscal year.

Section 9. Reasonableness of Rentals. The Board hereby determines and declares that the Base Rentals do not exceed a reasonable amount so as to place the County under an economic compulsion to renew the Lease or to exercise its option to purchase the Trustee's leasehold interest in the Leased Property pursuant to the Lease. The Board hereby determines and declares that the period during which the County has an option to purchase the Trustee's leasehold interest in the Leased Property (i.e., the entire maximum term of the Lease) does not exceed the useful life of the Leased Property. The Board hereby determines that the amount of rental payments to be received by the County from the Trustee pursuant to the Ground Lease, together with the leasing of the Leased Property back to the County pursuant to the Lease, is reasonable consideration for the leasing of the Leased Property to the Trustee for the term of the Ground Lease.

Section 10. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board, or any officer or agent of the County acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the Certificates. Such recourse shall not be available either directly or indirectly through the Board or the County, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Certificates and as a part of the consideration for their sale or purchase, any person purchasing or selling such Certificate specifically waives any such recourse.

Section 11. Repealer. All bylaws, orders, and resolutions of the County, or parts thereof, inconsistent with this resolution or with any of the documents hereby approved are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or resolution of the County, or part thereof, heretofore repealed.

Section 12. Severability. If any section, subsection, paragraph, clause or provision of this resolution or the documents hereby authorized and approved (other than provisions as to the payment of Base Rentals during the Lease Term, provisions for the quiet enjoyment of the Leased Property by the County during the Lease Term and provisions for the conveyance of the Leased Property to the County under the conditions provided in the Lease) shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution or such documents, the intent being that the same are severable.

Section 13. Effective Date. This resolution shall be in full force and take effect immediately upon its passage and approval.

PASSED, ADOPTED AND APPROVED this September 15, 2020.
Houck – yes; Mason – yes; Smith – yes.

STATE OF COLORADO )
) SS. CERTIFICATE OF COUNTY CLERK
COUNTY OF GUNNISON )

I, Kathy Simillion, the Clerk and Recorder of Gunnison County, Colorado (the "County"), do hereby certify as follows:

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Board of County Commissioners of the County (the "Board") at a regular meeting held on September 15, 2020.

2. The Resolution was duly moved and seconded and the Resolution was adopted at the regular meeting of September 15, 2020, by an affirmative vote of a majority of the members of the Board as follows:

| Name | "Yes" | "No" | Absent | Abstain |
|---|---|---|---|---|
| Jonathan Houck, Chair | | | | |
| Roland Mason | | | | |
| Elizabeth Smith | | | | |

3. The members of the Board participated either physically or electronically at such meeting in accordance with law and voted on the passage of such Resolution as set forth above.

4. The Resolution was approved and authenticated by the signature of the Chair of the Board, sealed with the County seal, attested by the County Clerk and recorded in the minutes of the Board.

5. There are no bylaws, rules or regulations of the Board which might prohibit the adoption of said Resolution.

6. Attached hereto as Exhibit A is a copy of the notice of the regular meeting on September 15, 2020, which notice was posted at least 24 hours before such meeting as provided by law.

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# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** September 22, 2020 Special Meeting

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

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

**Summary:**

The draft 9/22/2020 BOCC special 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:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS**
**SPECIAL MEETING MINUTES**
**September 22, 2020**

The September 22, 2020 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

**CALL TO ORDER:** Chairperson Houck called the meeting to order at 11:00 am.

**CONSENT AGENDA:** **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the Consent Agenda as presented. Motion carried unanimously.

1. Community Services Block Grant; Colorado Department of Local Affairs

**VOUCHERS AND TRANSFERS APPROVAL:** Finance Director Linda Nienhueser presented the voucher approval report dated September 22, 2020 and the cash transfer authorization dated August 2020 for discussion and approval. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the Cash Transfer in the amount of $3,692,951.29. Motion carried unanimously. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the vouchers in the amount of $2,587,642.99. Motion carried unanimously.

**TREASURER'S MONTHLY REPORT:** County Treasurer Debbie Dunbar was not available for discussion. Prior to the meeting, she provided the August 2020 Treasurer's report, an investment report dated August 31, 2020 for discussion and acceptance. **Moved** by Commissioner Houck, seconded by Commissioner Mason to accept the Treasurer's Report and authorize the Chairperson's signature. Motion carried unanimously.

**ADJOURN:** **Moved** by Commissioner Smith, seconded by Commissioner Mason to adjourn the meeting. Motion carried unanimously. The meeting adjourned at 11:12 am.

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

Minutes Prepared By:

_____
Katherine Haase, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

DRAFT

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** October 6, 2020 Regular Meeting

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

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

**Summary:**

The draft 10/6/2020 BOCC regular 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:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

# GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
## REGULAR MEETING MINUTES
## October 6, 2020

The October 6, 2020 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

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

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

**CONSENT AGENDA:** **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the Consent Agenda. Motion carried unanimously.

1. Community Foundation of the Gunnison Valley Award; Gunnison County Health & Human Services; $11,000
2. Colorado Health Foundation Contract; Early Childhood Council
3. Contractor Agreement; SEH, Inc.
4. Contractor Agreement; SG Interests, Ltd
5. Corporate Agreement Membership; Gunnison County & Colorado Fitness
6. Intergovernmental Agreement; Winter Road Maintenance; Town of Marble
7. Grant Award & Agreement; Gates Family Foundation; Shady Island River Park Project
8. Temple Hoyne Buell Grant Award; Early Childhood Council; $30,000
9. Grant Application; Colorado Department of Public Health & Environment; Protect Our Neighbor
10. BOCC Letter of Support; Pioneer Museum
11. EMPG Supplemental Grant
12. Liquor License Renewals; 456 Entertainment LLC dba as Tully's & Amie Mountain Lodge dba as Inn at Arrowhead

**SCHEDULING:** The Upcoming Meetings Schedule was discussed and updated. The Board also discussed the need to visit with the Marble Town Council and other applicable authorities in the near future to discuss road-safety enforcement and Beaver Lake concerns in that area.

**COUNTY MANAGER'S REPORTS:**

1. International City / County Management Association Certificate of Excellence. CM Birnie informed the Board that Gunnison County received this award for the third time. Gunnison County was one of only five counties in the US to receive this level of distinction. For context, there are approximately 3,100 counties in the country.

**RESOLUTION; ANNUAL COLORADO RIVER DISTRICT'S LEVY**: Commissioner Houck explained that this resolution resulted from a request from the Colorado River District to support the levy question on the upcoming election ballot. The Board agreed that the District would receive much needed relief from passage of the levy in November. **Moved** by Commissioner Houck, seconded by Commissioner Smith to adopt and pass Resolution #2020-33; a Resolution Supporting the November 2020 Ballot Question 7A Seeking Voter Approval to Increase the Colorado River District's Total Annual Mill Levy from .252 to .5 Mils. Motion carried unanimously.

**DEPUTY COUNTY MANAGER'S REPORT AND PROJECT UPDATES:** Deputy County Manager Marlene Crosby was present for discussion.

1. Request to Extend Plowing Agreement; McCabe's Lane. DCM Crosby informed the Board that, in order to use the new trailhead area in the winter, an extra section of this road and the trailhead would need to be plowed. **Moved** by Commissioner Houck, seconded by Commissioner Mason to support the request from BLM to plow the current trailhead at the end of McCabe's Lane to the new trail parking lot and plow that trailhead as detailed in the request for the extension to the plowing permit. Motion carried unanimously.
2. Somerset Domestic Water District. DCM Crosby informed the Board that the District has been working with the Colorado Rural Water Group on a source water protection plan, because there have been issues with compliance. A $5k grant to develop the plan was awarded, and she was asked to serve in the stakeholder group. The board was supportive of her doing so.
3. Kebler Pass Trailhead Parking. DCM Crosby informed the Board that Forest Service approval was received late last week, so her crews were able to start on the project yesterday. Permitting will be discussed on an upcoming work session, likely on 10/27/2020. She anticipates that representatives from impacted groups will in attendance, and others will participate via Zoom.
4. Yule Quarry Update. DCM Crosby informed the Board that the Grand Junction office of the Army Corps of Engineers received the application last week. There will be a comment period, during which the Board will receive the document and have the opportunity to comment.

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**BREAK:** The meeting recessed from 9:06 until 9:20 am in order to hold the below Public Hearing.

**CONTINUED PUBLIC HEARING; PETITION TO VACATE CERTAIN PORTIONS OF WASHINGTON STREET AND ALDER STREET WITHIN THE TOWNSITE OF TINCUP, COUNTY OF GUNNISON, COLORADO:** Attorney Jacob With was present for the discussion

1. Open Public Hearing. Commissioner Houck opened the continued Public Hearing at 9:06 am. He also reminded the participants that this was first opened on 8/18/2020.

2. Public Notice Confirmation. Commissioner Houck confirmed that the Public Hearing had been properly public noticed previously.

3. Identify Ex Parte Communications. There were no ex parte communications identified.

4. Staff Presentation. DCM Crosby reminded the participants that the remaining issue was whether or not public access would be allowed. A dozen property owners were willing to sign a document related to the existing utility easements, but the question remained about whether or not this would preclude pedestrian access. After the last meeting, she had her staff remove the "private property" sign and replace it with a "no outlet" sign. With access guaranteed for some parties, there is also the question about whether or not the petitioners wanted to continue with their request to vacate.

5. Applicant Presentation. Attorney With explained that none of the owners impacted by this issue were opposed to the request, though one property owner expressed discontent about the County having any interest in this issue. He also requested clarification about whether the vacation would be granted with an easement to allow public access, or if the County had a different intention. DCM Crosby noted that any resolution document prepared will address both pedestrian and utility easements. Attorney With confirmed that he will have a document signed by all owners to confirm that they will all continue to have ingress and egress on the road, as well as utilities, and that he can provide that before or after the resolution is adopted by the Board.

6. Board Questions. There were no additional questions relayed by the Board.

7. Public Comments. Commissioner Houck opened the Public Hearing to comments at 9:13 am, but no comments were provided.

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

9. Applicant Response. The applicant did not provide further input. County Attorney David Baumgarten stated that he would work with Attorney With to develop a recommendation for Board action during the next meeting. CA Baumgarten also recommended that the Board not approve a vacation as the County's future control over the property would be limited when considering potential future usage. However, the Board indicated that future usage is unlikely, so finalizing the vacation would be preferable.

10. Close Public Hearing. **Moved** by Commissioner Houck, seconded by Commissioner Mason to close the Public Hearing. Motion carried unanimously. The public hearing was closed at 9:20 am, after which Commissioner Houck immediately reconvened the Gunnison County Board of County Commissioners Meeting.

**2021-2025 CAPITAL IMPROVEMENT PLAN:** CM Birnie confirmed that suggested changes were made to the draft, and that the document was ready for adoption. The primary change was the incorporation of the Shady Island project into the document. Moved by Commissioner Mason, seconded by Commissioner Smith to approve the 2021-2025 Capital Improvement Plan as presented. Motion carried unanimously.

**BREAK:** The meeting recessed from 9:25 until 9:29 am.

**DISCUSSION; COVID-19 RECOVERY RECOMMENDATIONS:** Community & Economic Development Department Director Cathie Pagano was present for discussion.

CM Birnie stated that the best immediate use of funds appears to be the purchase of HEPA filters for distribution within the community, and he used his emergency delegated authority to purchase 150 units for approximately $135k. Each filter unit will cover approximately 1,100 square feet of space. Placement in the community will prioritize places where people spend more time inside, where people may linger, and where people may not be capable of wearing masks, such as restaurants. The units entered customs last week, and they will ship to us as soon as they clear that process. CM Birnie also stated that the purchase of the HEPA filters will require formal Board acknowledgment.

CEDD Director Pagano presented additional recommendations, in the form of a memo that she presented to local leaders last week. She indicated that her team will work with the Incident Command and Recovery

Teams to determine where the filters will be placed and then deliver them. She also confirmed that any CARES Act funding received would need to be spent before the end of the calendar year.

CEDD Director Pagano stated that the initial Business Recovery Plan focused on compliance, as the team feels that compliance will be the best chance for businesses to remain open and recovery from the impacts of the pandemic. She also explained that the $150k Protect Our Neighbor grant application being considered would require a $150K match.

CM Birnie recommended that Protect Our Neighbors grant application be submitted, using a combination of available County funds and pooled municipality funds for grant match. He also recommended that $150k of the remaining CARES Act funding be used as grants to local businesses that received COVID-19 loan funds from the County, with the CARES Act funding essentially providing loan forgiveness to those businesses. He noted that the County's COVID-19 Relief Fund balance would be approximately $600k at the start of 2021. **Moved** by Commissioner Houck, seconded by Commissioner Mason to acknowledge the expenditure of $134,850 for the purchase of 150 HEPA filters. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Mason to allocate $150k of the County COVID allocation for a grant program targeted at those who have taken advantage of the loan program earlier this year. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Mason to allocate $19,873.07 of the County CARES Act allocation for the Protect Our Neighbor grant match. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Mason to allocate $10,256 as a match for the EMPG grant which will fund the Recovery Coordinator position. Motion carried unanimously. **Moved** by Commissioner Mason, seconded by Commissioner Smith to use all of the remaining County CARES Act allocation balance of $283,826.93 combined with $31,152.14 from the County COVID relief fund, in aggregate, to fund all of these expenditures. Motion carried unanimously.

**SUSTAINABLE TOURISM & OUTDOOR RECREATION REPORT:** CEDD Director Pagano presented the Gunnison County STOR Committee 2020 Report that was included in the online meeting packet. Necessary funding for the Committee's programs has been obtained from local entities as well as State and Federal grants, and the collaborative effort has been widely successful. In less than three years, the STOR Committee has brought in over $1.1M of external funding to be used for on-the-ground projects in Gunnison County. Local partners have contributed another $400,000 to support stewardship, maintenance and restoration of public and conserved lands. Also, the STOR Corps program was recognized by the Governor's office as an Outstanding Sustainable Tourism Program through the Colorado Tourism Office.

**DISCUSSION & POSSIBLE RESOLUTIONS RE: FIRE RESTRICTIONS:** Undersheriff Scott Jackson and Emergency Manager Scott Morrill were present for discussion.

EM Morrill confirmed that the area Federal lands removed their fire restrictions last week, and the Governor's statewide restrictions have expired. Still dry, but staff feel that we can remove restrictions. There haven't been any human-caused fires on the GMUG since September. Undersheriff Jackson also stated that staff recommends reducing fire restrictions to Stage 1 in the Marble area to align with like restrictions in that region. **Moved** by Commissioner Houck, seconded by Commissioner Mason to approve and adopt Resolution #2020-34, a Resolution Repealing Stage 2 Fire Restrictions and Implementing Stage 1 Fire Restrictions in the northern part of Gunnison County, the actual geographic part as detailed in the resolution. Motion carried unanimously. **Moved** by Commissioner Houck, seconded by Commissioner Mason to approve and adopt Resolution #2020-38, a Resolution Repealing Resolution No. 2020-29 Implementing Stage 1 Fire Restrictions in the remaining part of Gunnison County. Motion carried unanimously.

**BUREAU OF LAND MANAGEMENT UNCOMPAHGRE FIELD OFFICE RESOURCE MANAGEMENT PLAN:** CA Baumgarten informed the Board that litigation regarding different range-wide management plans in Montana's Federal District Court has resulted in the presiding judge invalidating two plans and requesting the identification of other plans that the Governor of Montana would want that Federal Court to also invalidate. He felt that this opportunity might be a chance for the Governor of Colorado to request that the Governor of Montana seek to invalidate the Uncompahgre Field Office's (UFO) plan, and such a request would be due immediately. However, the Colorado Attorney General's office has stated that there are enough uncertainties in the resulting situation that warrant precluding the UFO's plan from the invalidation order. CA Baumgarten noted that there are other avenues that the County can take to challenge the UFO's plan. The Board asked CA Baumgarten to keep them informed as new information becomes available.

**COMMISSIONER ITEMS:**

**Commissioner Mason:**

1. Region 10. Commissioner Mason provided some highlights from the 9/24/20 Region 10 meeting. Region 10 received a $160K grant from the Energize Colorado fund, and Region 10 plans to use it to provide up to $15k grants to businesses primarily owned by veterans, minorities and women. Also, Region 10 has a new Economic Recovery Coordinator, and he put her in touch with our Recovery Coordinator.

2. Gunnison River Valley Rural Transportation Authority. Commissioner Mason provided information from the 10/2/2020 meeting. Vail reported 14% more Epic passes this year. The newest bus arrived last week, and there were discussions about partnering with Mountain Express to provide additional rider space. Health and Human Services Director Joni Reynolds will be consulted.
3. Town of Crested Butte. Commissioner Mason attended the Council's meeting last night.
    a. Standard Mine. There was an EPA update on the Standard Mine. Source control work has been completed, so it has moved on to doing monitoring programs. Testing began in 2016, and the amount of minerals entering the river has been drastically reduced. However, the amount of minerals in the water is still registering at just above the water quality standards, so adjustments will be made and further monitoring will take place.
    b. RV Dump Station. The station is located in an area that has been built out. Whereas, five years ago, it was located on an otherwise empty street. This past summer, neighborhood residents were impacted by long RV lines blocking their path. Solutions are being sought.

**Commissioner Smith:**

1. Gunnison River Valley Rural Transportation Authority. Commissioner Smith also attended the recent meeting. She obtained COVID-related transportation guidelines from outside of Gunnison County, and she shared those with HHS Director Reynolds.
2. Somerset Water Board. She met with some of the Water Board members a couple of weeks ago, and learned that they are also experiencing long-standing water issue.
3. Gunnison Chamber of Commerce. Commissioner Smith attended the Chamber's annual awards ceremony on Sunday night where Commissioner Houck was awarded the "Elected Official of the Year".
4. Town of Crested Butte's Black Lives Matter Committee. Commissioner Smith attends these meetings as a representative from the Board. She participates in the discussions, but she abstains from voting, because she does not believe she should have a say in what happens in Crested Butte.
5. Club 20 Virtual Caucus. This will take place on 10/22/2020, and Commissioner Smith plans to participate.

**Commissioner Houck:**

1. SW Counties Call. Commissioner Houck participates in these weekly calls where counties share information related to managing COVID-19 impacts.
2. Public Lands Steering Committee. Consensus among SW counties is that some CARES Act funding will be necessary to counteract the impacts of increased land usage during the pandemic as people seek outdoor recreation away from crowded gatherings.
3. Little Blue Canyon Road Improvement Project. Commissioner Houck informed the Board that the neighboring counties have asked Gunnison County to sign onto a letter of support for the project. He provided the draft letter to the Board. The Board will sign onto the letter, and it will be ratified on a future agenda.

**UNSCHEDULED CITIZENS:**

1. Dave Taylor. Mr. Taylor said that he has been critical of the Tourism and Prosperity Partnership (TAPP), particularly related to transparency and the disclosure of financial information. He was very impressed with the presentation from the STOR Committee today, and he asked the Board to reconsider the County's contractual relationship with TAPP as he feels that the funding annually allocated to TAPP could be reallocated to be more effective. He also thanked Commissioner Smith for working on Somerset issues.

**POSSIBLE EXECUTIVE SESSION; PURSUANT TO C.R.S. §24-6-402(4)(B), CONFERENCES WITH THE COUNTY ATTORNEY, THE DEPUTY COUNTY ATTORNEY, THE COUNTY MANAGER, THE DEPUTY COUNTY MANAGER FOR THE PURPOSES OF RECEIVING ATTORNEY-CLIENT PRIVILEGED LEGAL ADVICE ON POTENTIAL LITIGATION INVOLVING A COUNTY ROAD IN GUNNISON COUNTY, COLORADO:** **Moved** by Commissioner Houck, seconded by Commissioner Smith to go into executive session pursuant to C.R.S. §24-6-402(4)(b), conferences with the County Attorney, the Deputy County Attorney, the County Manager, the Deputy County Manager for the purposes of receiving attorney-client privileged legal advice on potential litigation involving a County road in Gunnison County, Colorado. Participants in the executive session will include Deputy County Manager Marlene Crosby. County Manager Matthew Birnie, Deputy County Attorney Matt Hoyt, County Attorney David Baumgarten and the full Board of County Commissioners. Motion carried unanimously.

The board went into executive session at 11:34 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), 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 (Deputy County Attorney at the time and date of this meeting)

Chairperson Statement Regarding Executive Session

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

Date: _____ _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

**Moved** by Commissioner Houck, seconded by Commissioner Smith to come out of executive session, we stayed on topic, we received privileged legal advice on potential litigation from the County Attorney's Office, and the participants in the executive session were those that were read into the record at the beginning. Motion carried unanimously. The Board came out of executive session at 12:45 pm. The Board instructed the staff to attempt to negotiate a resolution before initiating any litigation.

**ADJOURN: Moved** by Commissioner Houck, seconded by Commissioner Mason to adjourn the Board of County Commissioner meeting for Tuesday, October 6th. Motion carried unanimously. The meeting adjourned at 12:47 pm.

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

Minutes Prepared By:

_____
Katherine Haase, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

**GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES**

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO**
**RESOLUTION NO. 2020-33**

A RESOLUTION SUPPORTING NOVEMBER 2020 BALLOT QUESTION 7A SEEKING VOTER APPROVAL TO INCREASE THE COLORADO RIVER DISTRICT'S TOTAL ANNUAL MILL LEVY FROM .252 TO .5 MILLS

WHEREAS, the Colorado River District's mission is to lead in the protection, conservation, use and development of the water resources of the Colorado River Basin and to safeguard for Colorado all waters of the Colorado River to which the State is entitled; and

WHEREAS, decreased revenues, the Gallagher Amendment and the spending/revenue TABOR cap have already resulted in a 15% reduction in the District's staff and across-the-board cutbacks; and



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WHEREAS, further cutbacks will damage the District's ability to protect, develop and conserve the waters of the Colorado River and its tributaries and to protect Colorado's entitlement to the Colorado River; and

WHEREAS, increasing the District's total mill levy from .252 to .5 mills would result in a projected increase in annual tax revenue of approximately $4.9M; and

WHEREAS, this projected increase in revenue would have the median home in the District paying just $6.34 per year in additional taxes to support this much needed revenue for the District; and

WHEREAS, the District has a detailed plan for the use of this annual $4.9M increase, which includes approximately $4.2M dedicated to partnerships with water users and communities within the District on projects identified as priorities by local communities and Basin Roundtables, with the remaining funds being utilized to repair the District's internal financial structural deficit caused by the issues indicated above.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Gunnison County, Colorado supports the passage of November 2020 Ballot Question 7A.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 6th day of October, 2020.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – yes; Mason – yes; Smith – yes.

**BOARD OF COUNTY COMMISSIONERS**
**OF THE COUNTY OF GUNNISON, COLORADO**
**RESOLUTION NO. 2020-34**

**A RESOLUTION REPEALING STAGE 2 FIRE RESTRICTIONS AND IMPLEMENTING STAGE 1 FIRE RESTRICTIONS**

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado ("Board") previously has adopted Ordinance No. 8 a., An Ordinance Establishing a Permanent Process to Periodically Ban Open Fires Within the Unincorporated Areas of Gunnison County, Colorado, ("Ordinance No. 8 a."); and has adopted Ordinance No. 14, An Ordinance Amending Ordinance No. 8 Establishing A Permanent Process To Periodically Ban Open Fires Within the Unincorporated Areas Of Gunnison County, Colorado, ("Ordinance No. 14"); and

WHEREAS, on September 2, 2020, the Board, as a result of increased danger of wildfires, passed Resolution No. 2020-31, implementing Stage 2 Fire Restrictions in that portion Gunnison County within the Sopris Ranger District of the White River National Forest; and

WHEREAS, as a result of cooler temperatures, shorter days and increased humidity, staff advise the Board that it would be safe to repeal the Stage 2 Fire Restrictions and reduce the Fire Restrictions level to Stage 1.

NOW, THEREFORE, it is resolved that Resolution No. 2020-31, "A Resolution Implementing Stage 2 Fire Restrictions" shall be and hereby is repealed; and

NOW THEREFORE, it is resolved that as of October 7, 2020 at 12:01 a.m., Stage 1 Fire Restrictions, will be in place for that part of Gunnison County within the Sopris Ranger District of the White River National Forest, until further notice.

The following are <u>prohibited</u>:

1. **FIRES/BURNING:** Fires that are not contained within permanently constructed devices, open fires/burning, agricultural burning, and the burning of trash or debris.
2. **COOKING:** Charcoal grills, hibachis, and coal or wood-burning stoves on federal lands.
3. **CAMPFIRES**: Building, maintaining, attending or using a campfire not within designated signed campgrounds or developed recreation sites with provided fire grates.
4. **FIREWORKS**: The use of fireworks or explosives. Including all incendiary devices on public or private lands, including explosive targets.

The following activities are permitted, with the described limitations:

1. **FIRES**: Fires in chimineas, fire pits, and tiki-torch type manufactured devices on private property.
2. **COOKING**: Cooking on manufactured charcoal grills, petroleum-fueled stoves or lanterns that use gas, jellied petroleum or pressurized liquid fuel.
3. **CAMPFIRES**: Campfires with flame length not exceeding two feet in height within pre-fabricated concrete/metal fire enclosures in established campgrounds (USFS, NPS, privately owned).
4. **FIREWORKS**: The City of Gunnison 4th of July fireworks display, and the 3rd/4th of July Crested Butte and Mt. Crested Butte professional fireworks display(s) shall be allowed unless further restricted by the Board.
5. **SMOKING**: Smoking outdoors is allowed ONLY within enclosed vehicles, buildings or developed recreation sites, or while stopped in an area at least three feet in diameter that is barren or cleared of all flammable material.
6. **WELDING & ACETYLENE TORCHES:** Welding or operating acetylene torches with flame is allowed ONLY in cleared areas of at least ten (10) feet in diameter and where the operator is in possession of a chemical-pressurized fire extinguisher with a minimum rating of 2A.

7. **CHAINSAWS**: Operating a chainsaw is allowed ONLY if the device includes a USDA Forest Service or SAE approved spark arrester, and where the operator is in possession of a chemical-pressurized fire extinguisher with a minimum rating of 2A.

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

INTRODUCED by Commissioner Houck, seconded by Commissioner Mason, and adopted this 6th day of October, 2020.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – yes; Mason – yes; Smith – yes.

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO**
**RESOLUTION NO. 2020-38**

**A RESOLUTION REPEALING RESOLUTION NO. 2020-29 IMPLEMENTING STAGE 1 FIRE RESTRICTIONS**

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado ("Board") previously has adopted Ordinance No. 8 a., An Ordinance Establishing a Permanent Process to Periodically Ban Open Fires Within the Unincorporated Areas of Gunnison County, Colorado, ("Ordinance No. 8 a."); and has adopted Ordinance No. 14, An Ordinance Amending Ordinance No. 8 Establishing A Permanent Process To Periodically Ban Open Fires Within the Unincorporated Areas Of Gunnison County, Colorado, ("Ordinance No. 14"); and

WHEREAS, on August 20, 2020, as a result of increased danger of wildfires in unincorporated Gunnison County, the Board passed Resolution No. 2020-29, "A Resolution Implementing Stage 1 Fire Restrictions"; and

WHEREAS, as a result of cooler temperatures, shorter days and higher humidity, staff has advised the Board that it would be safe to repeal the Stage 1 Fire Restrictions identified in Resolution No. 2020-29.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO that Resolution No. 2020-29 "A Resolution Implementing Stage 1 Fire Restrictions" shall be and hereby is repealed, effective October 7, 2020 at 12:01 am.

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

INTRODUCED by Commissioner Houck, seconded by Commissioner Mason, and adopted this 6th day of October, 2020.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – yes; Mason – yes; Smith – yes.

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## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** October 27, 2020 Special Meeting

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

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

**Summary:**

The draft 10/27/2020 BOCC special 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:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS**
**SPECIAL MEETING MINUTES**
**October 27, 2020**

The October 27, 2020 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

**CALL TO ORDER:** Chairperson Houck called the meeting to order at 9:35 am.

**POSSIBLE GUNNISON COUNTY FIRE RESTRICTIONS:** This discussion was scheduled on the agenda as a placeholder in case Emergency Manager Scott Morrill, Sheriff John Gallowich and local area land managers decided to ask the Board to enact any fire restrictions. Due to recent moisture, there was no such recommendation, so no changes were made to the current restriction level.

**2020 ASSESSOR REPORT:** County Assessor Kristy McFarland presented the 2020 Assessor Report for discussion. She stated that there were 136 real property protests and 280 protests related to the Elevation Hotel, as well as 21 personal property protests for a total of 416 protests. Real property is assessed at $676M this year, and personal property is assessed at $49M. This represents an increase of approximately $3M from 2019. The annual County Board of Equalization (CBOE) hearings must be concluded by 11/16/2020.

**ADJOURN:** **Moved** by Commissioner Mason, seconded by Commissioner Smith to adjourn the meeting. Motion carried unanimously. The meeting adjourned at 9:44 am.

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

Minutes Prepared By:

_____
Katherine Haase, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

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# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** January 26, 2021 Regular Meeting

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

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

**Summary:**

The draft 1/26/2021 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:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS**
**REGULAR MEETING MINUTES**
**January 26, 2021**

The January 26, 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

**GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:**

**CALL TO ORDER:** Commissioner Houck called the Gunnison County Local Liquor Licensing Authority meeting to order at 8:30 am.

**ALCOHOL BEVERAGE LICENSE #05-07972-0000; GUNNISON GOLF CLUB, INC.; 12/31/2020 THRU 12/31/2021: Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the liquor license renewal for Gunnison Golf Club, Inc. at Dos Rios Golf and Country Club. Motion carried unanimously.

**ADJOURN: Moved** by Commissioner Houck, seconded by Commissioner Smith to adjourn the Local Liquor Licensing Authority. Motion carried unanimously. The Gunnison County Local Liquor Licensing Authority meeting adjourned at 8:31 am.

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:**

**CALL TO ORDER:** Chairperson Houck called the Gunnison County Board of County Commissioners meeting to order at 8:31 am.

**AGENDA REVIEW:** The application for federal assistance related to the Small Community Air Service Development Program was pulled from the agenda as it was not quite ready for consideration.

**MINUTES APPROVAL: Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the December 8, 2020, December 22, 2020 and January 19, 2021 meeting minutes. Motion carried unanimously.

1. December 8, 2020 Regular Meeting
2. December 22, 2020 Regular Meeting
3. January 19, 2021 Special Meeting

**CONSENT AGENDA: Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Consent Agenda as presented. Motion carried unanimously.

1. 2021 Colorado Counties, Inc. Voting Proxy; Health and Human Services Director Joni Reynolds; Health and Human Services Steering Committee
2. Colorado Department of Transportation Highway User's Tax Report
3. Colorado Department of Public Health and Environment; West Central Public Health Partnership; Grant Funding for Regional COVID-19 Work and Public Health Improvements; $50,000
4. Colorado Counties Casualty and Property Pool Agreement for Partially Self-funded Program; 1/1/21 thru 12/31/21; $194,649
5. Contractor Agreement; J&K Services, Inc.; Janitorial Services at the Gunnison-Crested Butte Regional Airport Terminal; 1/11/21 thru 3/31/21; $6,375 Monthly
6. Grant Application; Colorado Department of Human Services; Expansion of Child Care Access
7. Gunnison County Master Deed Restriction; Unit 6, Rock Creek Village; Lee A Friedman
8. Gunnison County Master Deed Restriction; Unit 101, Apache Building, Stallion Park Condominiums; Dewey Overholser and Amanda Henderson
9. Gunnison County Master Deed Restriction; Unit 9, Rock Creek Village; Michael S McIntosh
10. Appointment Acknowledgements; Gunnison Basin Sage-grouse Strategic Committee; Brandon Diamond, Regular Member; Nathan Seward, Alternate Member
11. Application for Federal Assistance; Gunnison-Crested Butte Regional Airport; $14,000,000
12. Grant Application; Colorado Department of Human Services; Support Expansion of Access to Licensed Early Childhood Programs; $13,127
13. Grant Application; Colorado Department of Human Services; Family First Transition Act Funding; $247,106

**SCHEDULING:** The Upcoming Meetings Schedule was discussed and updated.

**COUNTY MANAGER'S REPORTS:**

DRAFT

1. Airport Terminal Project Update. CM Birnie informed the Board that the sale for the land west of 10th Street closed yesterday, and that it will provide a new main entrance. The design presentation will be on the 2/9/21 BOCC agenda.
2. Library Project Update. CM Birnie informed the Board that the design document are complete, and guaranteed maximum price is being finalized.
3. COVID-19 Vaccination Update. CM Birnie informed the Board that the clinics are going well, and he appreciates the hard work of the staff. He worked at last week's clinic. At this time, 5.4% of Colorado's population has been vaccinated, and Colorado is leading the nation in vaccination rates.
4. Deed Restriction Signatory Authority. CM Birnie stated that he will be asking the County Attorney's Office to produce a resolution, if desired. Signatures on deed restrictions are often required with urgency, but then they must wait for a Board meeting to be approved and signed. Thus, he asked the Board if they wanted to grant him authority to sign these types of documents, which would be put on future consent agendas for acknowledgment. The format for the deed restrictions was approved by the Board in the past, so the majority of the documents would remain the same with the same consistent elements. The Board agreed that this would help the timing of approving deed restrictions, so CM Birnie will have a resolution assembled.

**DEPUTY COUNTY MANAGER'S REPORT AND PROJECT UPDATES:** Deputy County Manager Marlene Crosby was present for discussion.

1. River Festival Update. DCM Crosby informed the Board that the Festival, which usually takes place in August, will be on June 12th this year due to concerns with anticipated river run-off. The race will take place on June 11th.

**GUNNISON COUNTY BOARDS AND COMMISSIONS APPOINTMENTS:**

1. Extension Advisory Committee. **Moved** by Commissioner Houck, seconded by Commissioner Smith to appoint Susan Wyman, Melody Roper and Jon Mugglestone to the Extension Advisory Committee. Motion carried unanimously.
2. Historic Preservation Commission. **Moved** by Commissioner Mason, seconded by Commissioner Houck to appoint LeeAnn Mick, Heather Thiessen-Reily, Shelley Popke and David Russell to the Historic Preservation Commission. Motion carried unanimously. Commissioner Smith encouraged Leighton Moreland to reapply when future vacancies become available.
3. Land Preservation Board. **Moved** by Commissioner Mason, seconded by Commissioner Smith to appoint Glo Cunningham to the Land Preservation Board. Motion carried unanimously.
4. Veteran Services Officer. **Moved** by Commissioner Houck, seconded by Commissioner Smith to reappoint Steve Otero as our Veteran Services Officer. Motion carried unanimously.
5. Library Board of Trustees. **Moved** by Commissioner Smith, seconded by Commissioner Mason to appoint David Baumgarten and Pam Montgomery to the Library Board of Trustees. Motion carried unanimously.
6. Planning Commission. **Moved** by Commissioner Houck, seconded by Commissioner Smith to appoint Vincent Rogalski, Scott Cox and Any Sovick to the Planning Commission as regular members with three-year terms. Motion carried unanimously. The remaining vacancies will be readvertised. Applicants Chris Rourke, Mindy Constanzo and Melanie Miller were given the option of extending their interviews to provide additional information relative to the qualifications.
7. Sustainable Tourism and Outdoor Recreation Committee. **Moved** by Commissioner Houck, seconded by Commissioner Mason to reappoint John Norton representing TAPP, Matt McCombs representing the Forest Service, Mark Voegeli representing CBMR, Brandon Diamond representing Colorado Parks and Wildlife, Roman Kolodziej representing Mt. Crested Butte, Steve Guerreri for the Gunnison County Stockgrower's and Joellen Fonken representing the Upper Gunnison River Water Conservancy District. Motion carried unanimously. **Moved** by Commissioner Houck, seconded by Commissioner Smith to appoint Tim Kugler, Hannah Cranor and Jake Jones as the at-large members for two-year terms to the Sustainable Recreation and Outdoor Recreation Committee. Motion carried unanimously. The Board encouraged Jack Jones to reapply in the future. **Moved** by Commissioner Houck, seconded by Commissioner Mason to reappoint Mallory Logan representing the City of Gunnison's fixed seat and Monique Merrill representing the Town of Crested Butte's fixed seat upon receipt of their application through our online application system. Motion carried unanimously.
8. Tourism and Prosperity Partnership Board. Western Colorado University Dean of Students Gary Pierson and Crested Butte Mountain Resort Director of Sales Kelley Baer were present for the discussion and decision. **Moved** by Commissioner Mason, seconded by Commissioner Smith to appoint Wynn Williams as a returning applicant and Bill Ronai to fill the vacant seat. Motion carried unanimously.

**SUSTAINABLE TOURISM AND OUTDOOR RECREATION COMMITTEE CHARTER AND ACTION PLAN:** Community & Economic Development Department Director Cathie Pagano was present for discussion. She recommended that the Board add the Gunnison County Metropolitan Recreation District as a standing member of the Committee. Hedda Peterson applied for the position, and CEDD Director Pagano verified that the Met Rec board requested Ms. Peterson as their representative. **Moved** by Commissioner Houck, seconded by Commissioner Smith to amend the Sustainable Tourism and Outdoor Committee Charter and Action Plan to include an additional dedicated seat to the Gunnison County

Metropolitan Recreation District. Motion carried unanimously. **Moved** by Commissioner Houck, seconded by Commissioner Smith to appoint Hedda Peterson to that Met Rec seat. Motion carried unanimously.

**BOUNDARY LINE ADJUSTMENT; LOTS 3 AND 4, FAIRWAY PARK AT SKYLAND:** Planner II Rachel Sabbato was present for discussion, and she explained that approval of this adjustment will provide more common space between the two lots. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the Boundary Line Adjustment. Motion carried unanimously.

**TOWNHOME PLAT; 244 ELK VALLEY ROAD; CRESTED BUTTE, CO 81224:** Planner II Sabbato was present for discussion. She explained that this property was originally a duplex and that, if approved as a townhome, she will wait to record all documents until after she receives the final Certificate of Occupancy and all necessary signatures on the documentation. Deputy County Attorney Emilee Gaebler suggested that the item be approved, but that the plat not be signed until all other steps have been completed. **Moved** by Commissioner Houck, seconded by Commissioner Mason to approve the townhome plat for 244 Elk Valley Road in Crested Butte, and authorize the Chairperson's signature once we have received confirmation from the Attorney's Office as well as the Community and Economic Development Department that all other documents that need to be executed are done so successfully. Motion carried unanimously.

**BOUNDARY LINE ADJUSTMENT; 4607 BRYANT AVENUE AND 4566 BRYANT AVENUE, CRESTED BUTTE SOUTH:** Senior Planner Hillary Seminick and Planner II Sabbato were present for discussion. Senior Planner Seminick explained that this adjustment is being done to meet our driveway standards. DCM Crosby noted that she was waiting for an easement before signing off on the driveway, but adoption of this adjustment will address her concerns, and then her staff will be able to approve the driveway permit. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the Boundary Line Adjustment between Lots 38 and 39, Crested Butte South Filing #4 as presented. Motion carried unanimously.

**APPLICATION FOR FEDERAL ASSISTANCE, SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM; GUNNISON-CRESTED BUTTE REGIONAL AIRPORT; $600,000**: This was pulled from the agenda at the beginning of the meeting.

**CONTRACT TO BUY AND SELL REAL ESTATE; 711 N. COLORADO ST., UNIT 4, GUNNISON, CO 81230:** CM Birnie explained that this condominium purchase would be for Gunnison Valley Health (GVH), and that the Board of County Commissioners holds title to all GVH real estate. GVH will use the property for onboarding staff or for temporary staff. This is a logical acquisition as it is the last one in the complex to be owned for this purpose. CM Birnie requested approval of the contract and authorization for GVH Chief Executive Office Rob Santilli and GVH Vice President Wade Baker to sign all necessary documents. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the Contract to Buy and Sell Real Estate for 711 N. Colorado Street, Unit 4, Gunnison, Colorado and authorize Wade Baker and Rob Santilli to sign any necessary documents to execute the purchase. Motion carried unanimously.

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

**COMMISSIONER ITEMS:** This discussion began earlier than scheduled due to a gap in the meeting.

**Commissioner Mason:**

1. Larkspur Properties. Commissioner Mason stated that he had spoken with CM Birnie and Sustainable Operations Director John Cattles about these County owned properties and why they had not yet been developed as affordable housing. He will discuss the idea at the next Housing Authority meeting.

**Commissioner Smith:**

1. High Country Conservation Advocates (HCCA). Commissioner Smith met with an HCCA representative yesterday to discuss waterflow quality projects. HCCA will formally update the Board in about six months.
2. Club 20. Commissioner Smith attended a meeting with State leaders last week. Funding opportunities for broadband were discussed.
3. 7th Judicial District, State of the Judiciary Address. Commissioner Smith noted that the address described the extraordinary year that we all just went through and how it impacted budgets.
4. North Fork Update. Commissioner Smith stated that she had a conversation with former County Commissioner John Messner to discuss updates to this area since he left Gunnison County. She would like to reach out to the West Elk and Oxbow Mines to set up tours with a focus on environmental opportunities. Commissioner Mason said he would be interested in touring the mines as well. Since physical distancing would be difficult, tours may need to wait until after winter and COVID-19 vaccinations have been administered.

**Commissioner Houck:**

1. HB1177 Roundtable. Commissioner Houck attended a recent meeting. He believes that the Board needs to consider how it receives water updates in the future. The update frequency

was four times a year, but he thinks they should receive eight updates. Commissioner Houck and County Manager Birnie will consider the Board's meeting schedule and slot these in.

2. CORE Act. Commissioner Houck stated that this may be introduced soon, per Senator Bennet's office. Commissioner Houck will provide additional details to the Board soon.

**ADJOURN:** **Moved** by Commissioner Houck, seconded by Commissioner Mason to adjourn the meeting. Motion carried unanimously. The Gunnison County Board of County Commissioners meeting adjourned at 10:04 am.

**GUNNISON COUNTY HOUSING AUTHORITY:**

**CALL TO ORDER:** Commissioner Houck called the Gunnison County Housing Authority meeting to order at 10:04 am.

**DELEGATION OF AUTHORITY FOR REAL ESTATE SALES; 25 ELK VALLEY ROAD, CRESTED BUTTE, CO 81224:** CM Birnie noted that he was previously received delegated authority to sell units at Estonian Park. This property was discovered to still be held by the Gunnison County Housing Authority, so the delegation wasn't valid for this property. Thus, he requested the delegation of authority to execute all documents required to effect the sale. **Moved** by Commissioner Houck, seconded by Commissioner Mason to approve Resolution #2021-001, a Resolution Authorizing the Execution and Delivery of All Documents Necessary to Sell Certain Real Property Held in the Name of the Gunnison County Housing Authority, and then specifically to that, also authorizing the Statement of Authority for this specific unit as drafted by the Attorney's Office. Motion carried unanimously.

**ADJOURN:** **Moved** by Commissioner Houck, seconded by Commissioner Smith to adjourn the Gunnison County Housing Authority meeting. Motion carried unanimously. The meeting adjourned at 10:08 am.

**GUNNISON COUNTY BOARD OF HEALTH MEETING:**

**CALL TO ORDER:** Commissioner Houck called the Gunnison County Board of Health meeting to order at 10:08 am. Health and Human Services Director Joni Reynolds was present for discussion.

**COVID-19 UPDATE:** HHS Director Reynolds informed the Board that she emailed a presentation to them earlier this morning. The case rate has climbed since November. Commissioner Mason expressed the desire to determine the percentage of our population that has been tested, but HHS Director Reynolds indicated that populations less than 50,000 really cannot rely on using that as a comparison to other areas. CM Birnie noted that we can compare to some of our own historical data though. The State shows our positivity rate is at 7.5%. We are at the blue level at the County level, the State dial has us at yellow.

**COVID-19 VACCINATIONS:** Clinics are being held on Wednesdays and Thursdays. Initial doses are being provided on Wednesdays, second doses are being provided on Thursdays, and staff is reserving doses to assure that the second doses are available as expected. Interested parties are being asked to register online so the information can be pulled to deliver vaccines as they are available. The online registry also assists with acquiring necessary doses from the State. Today, almost all residents at the long-term care facility will receive their second dose. HHS Director Reynolds has mutual aid agreements in place for residents in areas such as Marble, so that they can get the vaccinations at locations closer to where they live. We are currently in Phase 1B of the vaccination process. We have administered about 2,750 doses to date, at a rate of about 120-180 doses per hour. HHS Director Reynolds also confirmed that, per the State database, more than 99% of individual vaccinated in Gunnison County have a Gunnison County address.

**2019 VITAL RECORDS DATA:** HHS Director Reynolds informed the Board that there were between 1-5 suicide death per year in Gunnison County for the years 2010 through 2015. Those numbers have since risen to as many as 10 deaths per year in 2016, with the lowest of five deaths per year in 2020.

**2021 BOARD OF HEALTH MEETING PLAN:** HHS Director Reynolds provided the below draft 2021 schedule with discussion topics outlined, which was largely based on the intended 2020 schedule that was somewhat derailed due to the pandemic. The Board did not request any changes to the schedule.

| Meeting Date | Public Health Function | Meeting Topics |
|---|---|---|
| January 26, 2021 | Essential Service #4: Mobilize Community Partnerships | 2021 Vital Records 2020 data<br>2021 meeting agenda plan |
| April 20, 2021 | Essential Service #6: Enforce Laws & Regulations protect health & ensure safety | 2021 TBD<br>2020: Consumer Protection |

| | | |
|---|---|---|
| July 20, 2021 | Essential Service #7: Link people to needed services<br>Essential Service #4: Mobilize Community Partnerships | 2021 TBD<br>2020: Early Childhood Education Community Health Coalition |
| October 19, 2021 | Essential Service #7: Link people to needed services | 2021 TBD<br>2020: Clinical Services and Mental Health Services<br>2020 Review and 2021 planning |

**ADJOURN:** Commissioner Houck adjourned the Gunnison County Board of Health meeting at 11:12 am.

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

Minutes Prepared By:

_____
Katherine Haase, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

**GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES**

**GUNNISON COUNTY HOUSING AUTHORITY**
**RESOLUTION NO. 2021-001**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF ALL DOCUMENTS NECESSARY TO SELL CERTAIN REAL PROPERTY HELD IN THE NAME OF THE GUNNISON COUNTY HOUSING AUTHORITY**

WHEREAS, the Gunnison County Housing Authority, Gunnison County, Colorado ("Authority") is a duly organized and existing public body, corporate and politic, of the State of Colorado ("State"), created and operating pursuant to the Laws of the State;

WHEREAS, pursuant to Colo. Rev. Stat. §§ 29-4-503, the Authority was duly created upon a finding that there was a shortage of decent, safe, and sanitary dwelling accommodations in the county for low income families and a certificate evidencing this finding and creating the Authority was filed with the State Division of Local Government;

WHEREAS, the Authority is the owner of real property located at 25 Elk Valley Road, Unit #202, Crested Butte, CO 81224, more fully identified in Attachment A ("Property");

WHEREAS, pursuant to Colo. Rev. Stat. §§ 29-4-505 and 29-4-209, the Authority has been granted all powers necessary in order to carry out its purposes, including but not limited to, the ability to sell, transfer or assign any property, real or personal, or any interest therein to any person;

WHEREAS, pursuant to Colo. Rev. Stat. § 29-4-504(5), the Authority is able to delegate its powers and duties as it sees fit to any of its agents or employees; and

WHEREAS, the Commissioners of the Authority ("Commissioners") find that in pursuit of the Authority's purpose of providing low income households with decent dwelling accommodations the Property shall be sold to a qualified individual;

NOW, THEREFORE, BE IT:

RESOLVED that the Authority sell, transfer, convey, assign and deliver to Hasley Rolph the Property; and

DRAFT

RESOLVED that all action heretofore taken (not inconsistent with the provisions of this Resolution) by the Commissioners or the officers or agents of the Commissioners or the Authority relating to the sale of the Property is hereby ratified, approved and confirmed; and

RESOLVED that the Chairperson and the Secretary are hereby empowered and authorized to execute and deliver for and on behalf of the Authority any and all additional certificates, documents, instruments and other papers, and to perform all other acts that they deem necessary or appropriate, in order to implement and carry out the sale of the Property authorized by this Resolution.

INTRODUCED by Commissioner Houck, seconded by Commissioner Mason, and adopted this 26th day of January, 2021.

It is hereby certified by the undersigned that the foregoing resolution is a true and correct copy of a resolution that was adopted at a duly called Special Meeting of the Authority where a quorum of the Commissioners were present and that such resolution remains in full force and effect.

GUNNISON COUNTY HOUSING AUTHORITY

Houck – yes; Mason – yes; Smith – yes.

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** March 23, 2021 Special Meeting

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

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

**Summary:**

The draft 3/23/2021 BOCC Special Meeting Minutes are attached for consideration

**Fiscal Impact:** n/a

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

**Finance Review:** ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

**County Attorney Review:** ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS**
**SPECIAL MEETING MINUTES**
**March 23, 2021**

The March 23, 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
Melanie Bollig, Deputy County Clerk
Others Present as Listed in Text

**GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT SPECIAL MEETING:**

**CALL TO ORDER:** Chairperson Houck called the meeting to order at 8:30 am, and explained that the Board must meet as the Gunnison River Local Marketing District – the three commissioners constituting a quorum of the Local Marketing District – in order to ratify the following appointments of Wynn Williams and William Ronai under the correct authority.

**RATIFICATION OF APPOINTMENTS TO THE TOURISM AND PROSPERITY PARTNERSHIP (TAPP) BOARD; WYNN WILLIAMS AND WILLIAM RONAI; TERMS ENDING FEBRUARY 1, 2024:** **Moved** by Commissioner Houck, seconded by Commissioner Smith to ratify the appointments of both applicants to the Tourism and Prosperity Partnership Board. With no further discussion, the Motion carried unanimously.

**ADJOURN:** **Moved** by Commissioner Houck, seconded by Commissioner Smith to adjourn the Gunnison River Valley Local Marketing District Special Meeting. The Gunnison River Valley Local Marketing District Special Meeting adjourned at 8:32 am.

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:**

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

**CONSENT AGENDA:** **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the consent agenda. Motion carried unanimously.

1. Agreement Regarding Payment for Coroner's Work Space; Gunnison Funeral Services, LLC; 106 S. Taylor #2, Gunnison, CO 81230; 4/1/2021 thru 4/1/2022; $434.66/Monthly
2. Plan Resolution – Amendment; Gunnison County, Colorado; Gunnison County Colorado Employee Medical Benefit Plan; Inclusion of Testing for and Treatment of the 2019 Novel Coronavirus (COVID-19); Effective 3/18/2021

**MINUTES APPROVAL:** With no changes needed by the commissioners, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to approve both the August 18, 2020 Regular Meeting and the September 2, 2020 Special Meeting minutes. Motion carried unanimously.

1. August 18, 2020 Regular Meeting
2. September 2, 2020 Special Meeting

**VOUCHERS AND TRANSFERS APPROVAL:** Chief Financial Officer Juan Guerra and Senior Accountant Kelly Weak presented the voucher approval report dated March 23, 2021, and the cash transfer authorization dated February 2021. One question came from Commissioner Smith, regarding the Colorado State University cashier's transaction for $22,623; wishing to verify that it was related to the CSU Extension Program; Senior Accountant Kelly Weak confirmed that it was for the CSU Extension Program. **Moved** by Commissioner Mason; seconded by Commissioner Smith to approve the voucher report for $1,421,632.06. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the February 2021 cash transfer for $3,313,946.14. Motion carried unanimously.

**TREASURER'S REPORT:** County Treasurer Debbie Dunbar presented the February 2021 Treasurer's Report. Commission Smith posed the question as to whether there was any way, regarding lodging taxes, to parse out the difference between receipts from short-term rentals and that of hotel establishments. County Manager Birnie submitted that the County does pay for a service that monitors the listings across platforms; however, they can get only a general consensus, partly due to the variety of ways these businesses are listed – LLC, etc. Airbnb's show a lump sum with no properties identified; what can be determined is that receipts are increasing dramatically, in large part due to Airbnb's, since hotel growth is not a significant factor. Commissioner Smith expressed the desire to look into ways moving forward to talk about clarifying that picture; County Manager Birnie reaffirmed there is currently not a way to more accurately identify the sources of these receipts and to regulate licensing compliance in reporting lodging income. With no more questions, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to accept the Treasurer's report and authorize the Chairperson's signature. Motion was carried unanimously.

**ADJOURN: Moved** by Commissioner Houck, seconded by Commissioner Smith to adjourn the Gunnison County Board of County Commissioners Special Meeting. The meeting adjourned at 8:47 am.

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

Minutes Prepared By:

_____
Melanie Bollig, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Ratification of Correspondence: Senators Michael

**Action Requested:** Motion

**Parties to the Agreement:**

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

**Summary:**

CB and Mt. CB have requested BOCC chair signature on the attached letter.

**Fiscal Impact:** n/a

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

**Finance Review:** ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

**County Attorney Review:** ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/29/2021

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 4/6/2021

*Revised April 2015*

March 3, 2021

The Honorable Michael Bennet
United States Senate
Washington, D.C. 20510
Via email: john_whitney@bennet.senate.gov

The Honorable John Hickenlooper
United States Senate
Washington, D.C. 20510
Via email: sarah_mccarthy@hickenlooper.senate.gov

RE: 217 Elk Ave, Crested Butte

Dear Senators Bennet and Hickenlooper,

We are reaching out to you about the US Postal operations in Crested Butte. Service levels have reached dire conditions and we must collaborate with the USPS to solve this issue of community concern. However, we have found the USPS to be an unwilling and unresponsive partner. We hope that you can assist in opening lines of communication between local government and USPS officials so we can work together to better serve the community.

The current facility at 211 Elk Ave in Crested Butte has housed the main post office location for the Towns of Crested Butte and Mt. Crested Butte and the surrounding areas since the mid-1970's. At the time the building was constructed for the purpose of housing the post office, it was intended as an anchor for Elk Ave and a way to draw people onto the struggling commercial corridor. Times have certainly changed.

That location now sits in the middle of a vibrant commercial corridor that struggles with traffic and parking. Likewise, the population in the two towns and surrounding areas served by that post office has more than quadrupled and the post office annex location in the Town of Mt. Crested Butte has come and gone. Additionally, the rise of ecommerce and the exponential increase in the number of packages has intensified. There is no home delivery of mail in either of the towns and very limited rural delivery in the area. Those factors have all contributed to increasing capacity issues at the current post office location and the USPS's increasing failure to meet the needs of this community.

Following are highlights of the most frustrating aspects of mail delivery in our area:

- Multiple attempts to work with Amazon to deprioritize USPS for last mile delivery have been fruitless. The result is many packages from Amazon and other online retailers are dropped at the post office by UPS and FedEx where the public must then come to pick them up creating undue congestion and long lines.
- Lack of home delivery forces many businesses and individuals to make daily trips to the 217 Elk Ave location, further adding to the congestion.
- Compliance with social distancing requirements during the pandemic have resulted in longer than usual lines which often spill out of the building and into the public right of way.

- USPS does not allow for households to have access to a free post office box despite not providing home delivery in the area. This service is inconsistent across mountain communities.
- Holidays are particularly busy at the post office when waits more than an hour for counter service and package pick-up are not uncommon. Other mountain community post offices have been able to add staff and expand hours during the holidays to address this seasonal increase in demand and to support existing staff.
- Community members are routinely told that there are no available post office boxes and must utilize general delivery until a box opens up. We would like to ensure a sufficient number of boxes are available to serve the community.
- During the pandemic, because of the tight quarters indoors, the line for counter service has been forced outdoors with customers forced to wait for long periods in the winter weather.
- Multiple attempts to collaborate with the USPS on solutions have been brushed off or ignored.

It has been a struggle over the past several years to create an effective communication pathway with the USPS in our local office or at the regional level. Similarly, we have had little luck in establishing a responsive line of communication with Amazon.

We hope that you will be able to assist in opening effective lines of communication with the USPS and Amazon so that we can work together to effectively provide this essential service in our community.

Sincerely,

James A. Schmidt
Mayor, Crested Butte

Janet R. Farmer
Mayor, Mt. Crested Butte

Jonathan Houck
Chairman, Gunnison County Board of County Commissioners

Cc:

The Honorable Carolyn B. Maloney
Chairwoman, House Committee on Oversight and Reform
2157 Rayburn House Office Building
Washington, D.C. 20515

Tammy L. Whitcomb
USPS Office of Inspector General
1735 N. Lynn Street
Arlington, VA 22209-2020

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Contractor Agreement: Center for Mental Health: 01

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

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

**Summary:**

The attached contract reflects the amount approved in the 2021 Gunnison County budget.

**Fiscal Impact:** $11,000

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

**Finance Review:** (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 2/11/2021

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

Comments:
Reviewed and appears legally sufficient. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 3/25/2021 Certificate of Insurance Required Yes (●) No ( )

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/29/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

# CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the 1st day of January, 2021, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Center for Mental Health, whose address is 2130 E. Main Street, Montrose, Colorado 81401 (herein "Contractor").

## RECITALS

The Contractor desires to provide professional services regarding services to the community as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

## AGREEMENT

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

1. SERVICES.

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

2. TERM.

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

3. STRATEGIC RESULT.

Contractor agrees to submit a final project report in January of 2022 using the form identified as Appendix B that will identify how Contractor has fulfilled the following strategic result:

Execution of this Agreement will assist the County with its Promote Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Eleven Thousand and No/100 U. S. Dollars ($11,000.00). Quarterly payments will be distributed by the County upon submittal of appropriate documentation.

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 or expiration.

8. DISCRIMINATION.

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

9. IMMIGRATION COMPLIANCE CERTIFICATION.

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

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

c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification

Program administered by the Social Security Administration and Department of Homeland Security.

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

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

10. ADA COMPLIANCE.

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

11. MISCELLANEOUS.

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

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

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

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

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

14. NOTICES.

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

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

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

Contractor: Center for Mental Health
2130 E. Main Street
Montrose, CO 81401

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

15. GOVERNING LAW.

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

16. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

17. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements,

proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

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

18. PUBLIC RECORD

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____

MIDWESCO01 ONITAD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/10/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Mountain West In & Fin Serv LLC<br>100 E Victory Way<br>Craig, CO 81625 | PHONE (A/C, No, Ext): (970) 824-8185 | FAX (A/C, No): (970) 824-8188 |
| | E-MAIL ADDRESS: | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Philadelphia Insurance Company | 18058 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED

Midwestern Colorado Mental Health Center, Inc
PO Box 1208
Montrose, CO 81402-1208

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER: 2**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | | PHPK2144795 | 7/1/2020 | 7/1/2021 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | PHPK2144795 | 7/1/2020 | 7/1/2021 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | PHUB726313 | 7/1/2020 | 7/1/2021 | EACH OCCURRENCE | $ 5,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED X RETENTION $ 10,000 | | | | | | P&AI / Pr COps | $ 5,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Professional Liabili | | | PHPK2144795 | 7/1/2020 | 7/1/2021 | | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
**Gunnsion County is Additional Insured as required by written contract and/or agreement.**

**CERTIFICATE HOLDER**

Gunnison County
200 E. Virginia
Gunnison, CO 81230

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Onita A DiGiulio


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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER**<br>Network West, Inc.<br>1410 Valley View Dr. #316-402<br>Austin CO 81416 | **CONTACT NAME:** Greg Harmon<br>**PHONE (A/C, No, Ext):** 303-805-5000 **FAX (A/C, No):** 303-708-0202<br>**E-MAIL ADDRESS:** certificates@thinknis.com |
| **INSURED** MIDWE91<br>Midwestern Colorado Mental Health Center Inc.<br>2130 E. Main<br>Montrose CO 81402 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Pinnacol Assurance of CO / 41190<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 491986652 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY** | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | **AUTOMOBILE LIABILITY** | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ **EXCESS LIAB** ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N | N / A | | 537462 | 11/1/2020 | 11/1/2021 | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** | | | | | | E.L. EACH ACCIDENT | $ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

Gunnison County
200 E. Virginia
Gunnison CO 81230

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Brooke J Bruzek

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APPENDIX A

# COMMUNITY BASED ORGANIZATION
# 2021 CHARGES FOR SERVICE APPLICATION

| | | | | | |
|---|---|---|---|---|---|
| **Organization Name:** | The Center for Mental Health | | | | |
| **Address 1:** | 2130 E. Main Street | | | | |
| **Address 2:** | | | | | |
| **City:** | Montrose | **State:** | CO | **Zip Code:** | 81401 |
| **Telephone Number:** | 970-252-3200 | **Fax Number:** | 970-252-3208 | | |
| **Email Address:** | Lrobertson@centermh.org | | | | |
| **Contact Person(s):** | Leigh Robertson cell: 970-316-1650 | | | | |

1. What is the amount of County funds requested? Please keep your request below $12,000.

$11,000

2. Provide specific information regarding what the County funds will be used for.

The staff at the Center for Mental Health seeks your help in caring for the residents of Gunnison County. We're asking for funds to help pay for free and sliding fee scale services for mental health challenges, substance use issues, or crisis care for those who are uninsured, low income, or homeless.

Research shows that multicomponent behavioral health interventions:

- help people return to work sooner (Mikkelsen and Rosholm 2018)
- lessen the likelihood of them going to jail (Cusack et al, 2010)
- can actually save money by helping to prevent employee injuries (Smith and Dorfman 2002 & Miller et al, 2007).

According to the Healthier Colorado Poll, populations that reported having a worse financial situation due to the coronavirus outbreak are those on Medicaid, those with no health insurance, and those with incomes of less than $30,000. Approximately 63% of our clients fall into those categories. The Center has received many more crisis calls in 2020 compared to 2019 probably in part due to the added stresses of the pandemic.

A total of 1,309 Gunnison County residents received behavioral health services from the Center in fiscal year 2020. Those clients received 15,132 services. Gunnison Country contributed approximately $8.40 per client or $.73 per service. We treated issues such as major depressive disorder, generalized anxiety disorder, ADHD, bipolar disorder with psychotic features, PTSD, adjustment disorder, substance abuse, and much more.

The number above didn't include residents who benefited from online information, out-of-town visitors, or those who work within Gunnison County but live elsewhere.

We have facilities in Gunnison, Crested Butte, and on the Western Colorado University campus. Residents also use our Crisis Walk-in Center and other Center clinics which focus on mental health care and well-being. We provide extensive information on our website and via social media (see www.facebook.com/centermh ). Due to the pandemic, we're now connecting with many clients via Zoom or phone. This keeps clients safe, while saving them time and the cost of travel.

3. Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.

We will provide the number Gunnison County residents that were served in fiscal year 2021. We measure that number through our electronic health record.
We'll also provide information that we'll receive from a client satisfaction survey. It asks questions about client satisfaction, whether clients would refer others to The Center, and allows them to write in information.
The Center's results and services support the services offered through Gunnison County's Health and Human Services. Gunnison County has no clinical behavioral health services, but we work closely with the juvenile services team (prevention/intervention). For example, if a family is involved with the child protection team, the team will often refer the child and/or parents to services at The Center for Mental Health to help support the family. The Center is able to support the families and individuals they are working with through therapy, groups, and medication management as it applies to each individual. The Center also refers and supports the County's Family Advocacy Support Team (FAST) and high fidelity wraparound program and co-chair's the County's Interagency Oversight Group.
In addition, Gunnison Valley Health system has oversight by the county. They offer a licensed social worker in their palliative care program (Niki Graves). The Center offers supervision to Niki and coordinates care with her as needed.
Here's an example of the type of result that's possible with services from The Center for Mental Health. It's an abbreviated version of the story of a Center client who was abused as a child:
"I'm a several time suicide attempt survivor, with my first attempt at the age of four. I was challenged with mental health symptoms beginning at an early age, and I often lacked a desire to thrive.
Through the Center for Mental Health, I received a combination of services, and my recovery took off. In time, I became a peer volunteer with The Center for Mental Health. I also participated in the Zero Suicide Task Force.
I share my story to advocate, educate, and be a voice for behavioral health. I am an agent of change and am involved at both local and state levels. I am making this a better world in which to live by spreading good." - R.S.

4. Please attach the following two documents to this application:

a) Names and addresses of all Board members including designation of officers

b) Budget detail for 2020 and 2021 with reasonable detail for income and expenses for the agency as a whole
(if you are requesting funding for a specific event or project, please provide the event or project budget as well)

c) 2020 Funding Report

**Completed Application should be submitted to:**

**Electronic Submittal:**
Adobe PDF Format
Kelly Weak, Accountant
kweak@gunnisoncounty.org

**Mailed Submittal:**
Gunnison County Finance
Attn: Kelly Weak
200 E. Virginia Ave.
Gunnison, CO 81230

**Submittal Deadline:**

November 30, 2020

The Center for Mental Health
FY 2021 Budget
Gunnison

| | | Annual Budget |
|---|---|---|
| | REVENUE | |
| | MAJOR GRANTS AND CONTRACTS | |
| 40110 | General Fund | 37,423 |
| 40210 | MSO Treatment | 4,046 |
| 40212 | MSO Add'l Family Services | - |
| | Total Major Grants and Contracts | 41,469 |
| | FEES FOR SERVICE | |
| 43001 | Client Fees | 100,825 |
| 43002 | Fee Schedule Adjustments | (29,539) |
| 43003 | Bad Debts | (4,033) |
| | Total Client Fees | 67,254 |
| 44001 | Medicare Billings | 44,381 |
| 44003 | Medicare Writeoffs | (31,066) |
| 45030 | Medicaid: Fee for service | 57,726 |
| 45050 | Medicaid: Writeoffs | (28,863) |
| | Net Medicare/Medicaid FFS | 42,177 |
| 45001 | Medicaid: Service Value | - |
| 45002 | Medicaid: Service Value writeoffs | - |
| 45010 | Medicaid: Capitation | 588,852 |
| | Net Medicaid Capitation | 588,852 |
| 46001 | Insurance & 3rd Party | 129,529 |
| 46002 | Insurance Writeoffs | (58,288) |
| | Net Ins & 3rd Party | 71,241 |
| 49005 | Grant Revenue | 21,000 |
| | Total Minor Grants and Contracts | 21,000 |
| | Total Fees for Service | 790,524 |

| | | |
|---|---|---|
| | TOTAL REVENUE | 831,992 |
| | | |
| | EXPENSES | |
| | | |
| | SALARIES | |
| 51001 | Salary Regular | 279,302 |
| | Total Salaries | 279,302 |
| | | |
| | BENEFITS & TAXES | |
| 52001 | FICA expense | 20,330 |
| 52002 | Worker's comp | 1,834 |
| 52003 | Group Insurance Premiums | 30,183 |
| 52012 | Supplemental Insurance | 2,731 |
| 52010 | Health Savings Contributions | 4,556 |
| 52005 | Retirement Plan Expense | 6,796 |
| 52004 | Unemployment Taxes | 232 |
| | Total Benefits & Taxes | 66,661 |
| | Total Salaries & Benefits | 345,963 |
| | | |
| | OPERATING EXPENSES | |
| | | |
| | Contract Services | |
| 53101 | Contract Services: Misc | 14,827 |
| | Total Contract Services | 14,827 |
| | | |
| | Patient Care | |
| 53303 | Patient Care: Misc | 750 |
| | Total Patient Care | 750 |
| | | |
| | Utilities | |
| 53401 | Utilities: Telephone | 7,500 |
| 53402 | Utilities: Electricity & Other | 5,000 |
| | Total Utilities | 12,500 |
| | | |
| | Travel | |
| 53501 | Travel: Local | 4,000 |
| | Total Travel | 4,000 |
| | | |
| | Major Expenses | |
| 53606 | Automotive | 2,039 |
| 53618 | Data Processing: General | 41,638 |
| 53619 | Data Processing: Qualifacts | 9,670 |

| | | |
|---|---|---|
| 53624 | Dues & Subscriptions | 100 |
| 53642 | Maintenance & Repair | 36,800 |
| 53628 | Supplies | 6,000 |
| 53672 | Rent/Leased Space | 29,500 |
| 53636 | Training/Professional Development | 4,500 |
| | Total of Major Expenses | 130,247 |
| | | |
| | Miscellaneous Expenses | |
| 53630 | Equipment Leases | 1,750 |
| 53633 | Food | 500 |
| 53654 | Other Costs | 3,000 |
| | Misc Expenses | 5,250 |
| | | |
| | TOTAL OPERATING EXPENSE | 167,574 |
| | | |
| | TOTAL EXPENSES | 513,537 |
| | | |
| | OPERATING EXCESS/(DEFICIT) | 318,455 |
| | | |
| | TOTAL EXCESS/(DEFICIT) | 318,455 |

## CMH Budget Sliding Fee Scale & No Cost Services

| Funder | Income | Actually Received if Different than Column B | Note |
|---|---|---|---|
| CO COVID Relief Fund | $5,000 | | Yellow = received. |
| Crested Butte | $3,000 | | White = requested. |
| Gunnison County | $11,000 | | |
| Montrose County | $0 | | Not taking grant request |
| CCAASE | $18,000 | | |
| Town of Mountain Village | $7,500 | | |
| Hotchkiss | $458 | | |
| - Cedaredge | $1,310 | | |
| - City of Delta | $4,457 | | |
| - City of Montrose | $9,655 | | |
| - Crawford | $200 | | |
| - Delta County | $15,221 | | |
| - Hinsdale County | $394 | | |
| -Lake City | $287 | | |
| -Mount Crested Butte | $407 | | |
| -Naturita | $265 | | |
| -Norwood | $300 | | |
| -Nucla | $355 | | |
| -Olathe | $904 | | |
| -Orchard City | $750 | | |
| -Ouray | $516 | | |
| -Ouray County | $5,000 | | |
| -Paonia | $714 | | |
| -Ridgway | $489 | | |
| -San Miguel County | $4,008 | | |
| Rocky Mountain Health Foundation | $0 | | |
| Community Fnd. of Gunnison Valley | $5,000 | | |
| WCCF (OCCF) | $4,000 | | |
| Telluride Foundation | $18,000 | | |
| Pay it Forward West End | $500 | | *$117,690 Non CMH* |
| Center for Mental Health | $108,983 | | |
| **Total** | **$226,673** | | |

These are 2020 requests for funds that will be used in FY 2021.

# BOARD OF DIRECTORS

**THE CENTER FOR MENTAL HEALTH**
**MIDWESTERN COLORADO MENTAL HEALTH CENTER**
October 1, 2020

| | BOARD MEMBER | JOINED | MEMBER 3-YEAR TERM ENDS | CURRENT OFFICER TERM | ADDRESS | CELL | HOME | WORK | EMAIL | OCCUPATION |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | **MANDY MILLER, MA, LPC**<br>*President* | 04/2016 | 04/2019<br>04/2022 | 01/2020 – 12/2020 | PO Box 2939<br>Telluride, CO 81435 | (303) 875-4570 | | | mandymillerlpc@gmail.com | Telluride Private Practitioner |
| 2 | **SCOTT PLUMB**<br>*President-Elect & Treasurer* | 07/2017 | 07/2020<br>07/2023 | 01/2019 – 12/2020 Treasurer<br>&<br>01/2020 – 12/2020 Pres-Elect | 3510 Pleasant Point Drive<br>Ridgway, CO 81432 | (970) 708-8980 | | | scottplumb@me.com | Retired Vice President Sales |
| 3 | **PAUL REICH**<br>*Secretary* | 07/2014 | 07/2017<br>07/2020<br>07/2023 | 01/2017 – 12/2018<br>01/2019 – 12/2020 | 310 Old Butterfly Road<br>PO Box 1776<br>Telluride, CO 81435 | (970) 708-1012 | (970) 728-4161 | (970) 728-4031 | paulr@lizardhead.net | Tri-County Health Network, Program Manager |
| 4 | **JONI REYNOLDS, RN/CNS, MSN** | 12/2016 | 12/2019<br>12/2022 | - | 330 Apache Road<br>Gunnison, CO 81230 | (303) 903-3467 | (970) 707-4057 | (970) 641-7940 | JReynolds@gunnisoncounty.org | Executive Director Health and Human Services Gunnison County |
| 5 | **ALEX DURHAM** | 08/2018 | 08/2021 | - | PO Box 1164<br>Ouray, CO 81427 | (970) 318-1218 | | | alexldurham@gmail.com | Voyager Youth Program, Teen Site Leader / Program Assistant |
| 6 | **JUSTIN PERRY** | 08/2020 | 08/2023 | - | PO Box 585<br>Ouray CO 81427 | (970) 275-9484 | | 970-318-6299 (best number to reach) | jperry@ouraycountyco.gov | Ouray County Sheriff |
| 7 | **ROB MCNUTT** | 09/2020 | 09/2023 | - | 6534 Pleasant Point Drive<br>Ridgway, CO 81432 | (208) 860-5700 | | | Robmcnutt60@gmail.com | Senior VP and CFO Lamb Weston |
| 8 | **TOM RICHARDS** | 09/2020 | 09/2023 | - | PO Box 3008<br>Telluride, CO 81435 | (970) 417-7080 | | | trichards@tellurideskiresort.com | CFO Telluride Ski Resort |

# Funding Recipient Project Report
# Calendar Year 2020

**Name of Funding Recipient:** _The Center for Mental Health_____

**Dollar Value of County Funds Awarded:** __$11,000_____

**Funding Recipient's Total 2020 Annual Budget:**_$15,315,000 (FY2020 expenses)_____

**Other Funding Sources (please list source names and amounts received):** _____

Total Gunnison funding was $938,554; the sliding fee portion of that was $153,918. Please see attachment for details. Note: $10,000 of the Center's grant funding in calendar year 2020 was from the Community Foundation of the Gunnison Valley.

---

**Percentage of Annual Budget Funded by the Other Funding Sources Listed Above:** __7%

This is the percentage of the Center's budget as a whole that is made up of funding from Gunnison County sources.

**How the County Funds Were Spent:** _We used the funds to provide free and sliding fee scale services to Gunnison County residents. This included mental health and substance use services. Gunnison County Residents could use our services in Crested Butte, Gunnison, on the Western CO Univ. Campus, at our Crisis Walk-In Center or any other Center clinic. We also provide some free online services._

**Number of Clients Assisted during the Funding Year:** __1309 people, and we provided 15,132 services.

**Customer Results Achieved via the County Funds:** _We just started rolling out a client satisfaction survey in Gunnison County. So far, we've had 20 surveys returned. 80% of the clients said they were "very satisfied" with the services they received and 20% said they were "satisfied". 100% of our clients said they'd recommend our services to someone else. Quotes included: "Been here 15 yrs. The Center

has saved my life." And "Love everyone."

**How Your Customer Results Were Measured:** _____

See above. Numbers of clients and services are recorded in our electronic health record. More quotes:

"This was a great experience to watch my child have therapy that best fit her needs." And "The staff are amazing every time."

Submit this report to **one** of the following by October 1, 2020. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061

The Center for Mental Health
Statement of Activities
Gunnison
For the Twelve Months Ending 6/30/2020

| | | Total Funding Y-T-D Actual | Sliding Fee Funding Y-T-D Actual |
|---|---|---|---|
| | REVENUE | | |
| | MAJOR GRANTS AND CONTRACTS | | |
| 40110 | General Fund | $75,096.24 | $75,096.24 |
| 40210 | MSO Treatment | 4,748.00 | 4,748.00 |
| 40212 | MSO Add'l Family Services | 3,228.21 | |
| | Total Major Grants and Contracts | 83,072.45 | |
| | COUNTY REVENUE | | |
| | CITY REVENUE | | |
| | FEES FOR SERVICE | | |
| | Total Client Fees | 55,573.28 | 55,573.28 |
| | Net Medicare/Medicaid FFS | (12,099.11) | |
| | Net Medicaid Capitation | 722,241.18 | |
| | Net Ins & 3rd Party | 60,266.05 | |
| | Total Minor Grants and Contracts | 29,500.00 | 18500 |
| | Total Fees for Service | 855,481.40 | |
| | TOTAL REVENUE | 938,553.85 | 153,917.52 |

Midwestern Colorado Mental Health Center
Fiscal Year 2020 Budget
July 1, 2019 to June 30, 2020

| | FY 2020 Budget |
|---|---|
| REVENUE | |
| CO DIV OF MENTAL HEALTH | |
| General Fund | 749,564 |
| Medication Funding | - |
| SB207 Crisis Expansion | 1,800,000 |
| Offender Services | 236,072 |
| Assertive Community Treatment | 123,489 |
| Early Childhood | 165,500 |
| School Based Specialists | 74,247 |
| Opioid Funds | 66,000 |
| ADAD: General Fund | 14,578 |
| ADAD: Add'l Family Services | 40,050 |
| ADAD: SB202 Crisis | 486,000 |
| ADAD: Administration Rev | 24,586 |
| Total Mental Health Revenue | 3,780,086 |
| | |
| COUNTY REVENUE | |
| Delta | 2,000 |
| Gunnison | 2,750 |
| Ouray | 5,000 |
| San Miguel | - |
| Total County Revenue | 9,750 |
| | |
| CITY REVENUE | |
| Telluride | 15,000 |
| Norwood | 300 |
| Crested Butte | 2,000 |
| Hotchkiss | 1,000 |
| Cedaredge | 1,500 |
| Ridgway | 500 |
| Paonia | 400 |
| Total City Revenue | 20,700 |
| Total County/City Revenue | 30,450 |
| | |
| FEES FOR SERVICE | |
| Client Fees | 932,678 |
| CWC Fees | - |
| Fee Schedule Adjustments | (302,134) |
| Bad Debts | (40,363) |
| Total Client Fees | 590,180 |

| | |
|---|---|
| Medicare Billings | 501,560 |
| Medicare Writeoffs | (270,203) |
| Medicaid: Service Value | - |
| Medicaid: Service Value writeoffs | - |
| Medicaid: Fee for service | 610,026 |
| Medicaid: Writeoffs | (126,719) |
| Net Medicare/Medicaid FFS | 714,665 |
| | |
| Medicaid: Capitation | 7,264,320 |
| Net Medicaid Capitation | 7,264,320 |
| | |
| EAP Plans | 20,000 |
| Insurance & 3rd Party | 1,066,185 |
| Insurance Writeoffs | (532,265) |
| Net Ins & 3rd Party | 553,920 |
| | |
| SPP: Training Rev | - |
| Total SPP Revenue | - |
| | |
| Schools: School Based Services | - |
| Total School Contracts | - |
| | |
| Day Treatment Revenue | 15,000 |
| Gunnison Valley Health FM | 30,685 |
| Hospital Rev | 19,200 |
| Grant Revenue: Misc | 936,468 |
| Grant Revenue: JBBS | 514,322 |
| River Valley | - |
| Grant Revenue | - |
| Grant Revenue: Pedriatic Integration | 82,872 |
| Telluride Foundation | - |
| Western State Colorado University | 153,571 |
| Transportation Grant | 272,579 |
| Youth Suicide Prevention | - |
| Crisis Sitter | 90,600 |
| Crisis Mobile Respite | - |
| Total Major Contracts | 2,115,297 |
| | |
| Meth Task Force Support | - |
| OBRA Evaluations | - |
| Fee for Service: Other | - |
| Total Misc Fee for Service | - |
| Total Fees for Service | 11,238,381 |

| | |
|---|---|
| MISCELLANEOUS INCOME | |
| Donations | 20,000 |
| Investment income | 500 |
| Incentives received | 105,000 |
| Public Relations & Awareness | - |
| Rent Income | 115,500 |
| Medical Services Revenue | - |
| Miscellaneous income | 25,000 |
| Total Other Income | 266,000 |
| | |
| TOTAL REVENUE | 15,314,917 |
| | |
| EXPENSES | |
| | |
| SALARIES | |
| Salary Regular | 9,198,521 |
| Total Salaries | 9,198,521 |
| | |
| BENEFITS & TAXES | |
| FICA expense | 661,286 |
| Worker's comp | 55,430 |
| Group Insurance Premiums | 1,102,143 |
| Supplemental Insurance | 73,909 |
| Health Savings Contributions | 131,435 |
| EAP Plan | 12,000 |
| Retirement Plan Expense | 205,462 |
| Unemployment Taxes | 7,423 |
| Total Benefits & Taxes | 2,249,086 |
| Total Salaries & Benefits | 11,447,607 |
| | |
| OPERATING EXPENSES | |
| | |
| Contract Services | |
| Contract Services: Family Issues | - |
| Contract Services: Indigent Hospital | - |
| Contract Services: Interpreter | - |
| Contract Services: Misc | 439,739 |
| Contract Services: Psychiatrists | 344,400 |
| Contract Services: Nurses | - |
| Contract Services: MTM Services | - |
| Contract Services: Transportation Grant | 144,028 |
| Contract Services: Jail Support | 26,500 |
| Total Contract Services | 954,667 |
| | |
| Interest & Bond fees | |
| Interest: Mortgage | 75,000 |
| Total Interest Expense | 75,000 |

| | |
|---|---|
| Patient Care | |
| Patient Care: Activities | - |
| Patient Care: Meds | 226,000 |
| Patient Care: Medical Supplies | 1,556 |
| Patient Care: Misc | 36,869 |
| Total Patient Care | 264,425 |
| | |
| Utilities | |
| Utilities: Telephone | 74,001 |
| Utilities: Electricity & Other | 92,516 |
| Total Utilities | 166,517 |
| | |
| Travel | |
| Travel | 153,640 |
| Travel: Out-of-Town | - |
| Total Travel | 153,640 |
| | |
| Marketing and Communications | |
| Marketing and Communications | 135,000 |
| Total Marketing and Communications | 135,000 |
| | |
| Miscellaneous Grant Expenses | |
| Community/Outreach Events | - |
| Misc Grant Expenditures | - |

| | |
|---|---|
| Major Expenses | |
| Amortization | 6,500 |
| Audit & Accounting | 60,000 |
| Automotive | 39,620 |
| Bank Fees | 1,500 |
| Board Expense | 10,000 |
| Consulting & Legal | 65,000 |
| Data Processing: General | 232,106 |
| Data Processing: Qualifacts | 241,492 |
| Depreciation | 340,000 |
| Dues & Subscriptions | 34,300 |
| Employee Recognition | 12,590 |
| Insurance | 100,000 |
| Maintenance & Repair | 271,876 |
| OMFA Empowerment Centers | - |
| Office Supplies | 58,670 |
| Supplies | 24,025 |
| Patient Tools Expenses | - |
| Postage | 8,946 |
| Printing & Copying | 15,758 |
| Recruitment | 50,500 |
| Rent/Leased Space | 238,800 |
| Training/Professional Development | 150,000 |
| Total of Major Expenses | 1,961,683 |
| | |
| Miscellaneous Expenses | |
| Consumer Services | - |
| Equipment Leases | 10,550 |
| Food | 31,726 |
| Other Costs | 114,103 |
| Pagers & Answering Service | - |
| Misc Expenses | 156,379 |
| | |
| TOTAL OPERATING EXPENSE | 3,867,311 |
| | |
| TOTAL EXPENSES | 15,314,917 |
| | |
| OPERATING EXCESS/(DEFICIT) | - |
| | |
| TOTAL EXCESS/(DEFICIT) | - |

**APPENDIX B**

# Funding Recipient Project Report
# Calendar Year 2021

**Name of Funding Recipient:** _____

**Dollar Value of County Funds Awarded:** _____

**Funding Recipient's Total 2021 Annual Budget:** _____

**Other Funding Sources (please list source names and amounts received):** _____

_____

_____

_____

_____

**Percentage of Annual Budget Funded by the Other Funding Sources Listed Above:** _____

**How the County Funds Were Spent:** _____

_____

_____

_____

**Number of Clients Assisted during the Funding Year:** _____

**Customer Results Achieved via the County Funds:** _____

_____

_____

_____

_____

_____

**How Your Customer Results Were Measured:** _____

_____

_____

_____

_____

Submit this report to **one** of the following by October 1, 2021. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Contractor Agreement: Gunnison Country Food Pantry

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

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

**Summary:**

The attached contract reflects the amount approved in the 2021 Gunnison County budget.

**Fiscal Impact:** $5,850

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

**Finance Review:** (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 2/11/2021

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

Comments:
Reviewed and appears legally sufficient. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 3/22/2021 Certificate of Insurance Required

Yes (•) No ( )

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/29/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

# CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the 1st day of January, 2021, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Gunnison Country Food Pantry, whose address is PO Box 7077, Gunnison, Colorado 81230 (herein "Contractor").

## RECITALS

The Contractor desires to provide professional services regarding services to the community as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

## AGREEMENT

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

1. SERVICES.

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

2. TERM.

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

3. STRATEGIC RESULT.

Contractor agrees to submit a final project report in January of 2022 using the form identified as Appendix B that will identify how Contractor has fulfilled the following strategic result:

Execution of this Agreement will assist the County with its Promote Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Five Thousand, Eight Hundred Fifty and No/100 U. S. Dollars ($5,850.00). Quarterly payments will be distributed by the County upon submittal of appropriate documentation.

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 or expiration.

8. DISCRIMINATION.

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

9. IMMIGRATION COMPLIANCE CERTIFICATION.

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

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

c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification

Program administered by the Social Security Administration and Department of Homeland Security.

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

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

10. ADA COMPLIANCE.

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

11. MISCELLANEOUS.

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

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

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

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

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

14. NOTICES.

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

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

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

Contractor: Gunnison Country Food Pantry
PO BOX 7077
Gunnison, CO 81230

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

15. GOVERNING LAW.

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

16. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

17. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements,

proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

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

18. PUBLIC RECORD

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: Katie Dix
Executive Director
Gunnison Country Food Pantry

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/11/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Tara Heger | |
|---|---|---|
| Shondeck Financial Services & Insurance, Inc<br>114 N. Blvd St. #102<br>Gunnison CO 81230 | PHONE (A/C, No, Ext): 970-641-4700 | FAX (A/C, No): 970-641-3344 |
| | E-MAIL ADDRESS: tarah@shondeckfinancial.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Secura | 524210 |
| INSURED<br>Gunnison Country Food Pantry<br>P. O.Box 7077<br>Gunnison CO 81230 | INSURER B : Secura | 524210 |
| | INSURER C : Secura | 524210 |
| | INSURER D : PINNACOL ASSUR | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ☒ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☒ OCCUR<br>☒ Directors & Officers<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☒ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | Y | | CP3288800 | 06/18/2020 | 06/18/2021 | EACH OCCURRENCE | $ 1000000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100000 |
| | | | | | | | MED EXP (Any one person) | $ 10000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1000000 |
| | | | | | | | GENERAL AGGREGATE | $ 2000000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2000000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | CA32288801 | 06/18/2020 | 06/18/2021 | COMBINED SINGLE LIMIT (Ea accident) | $ 1000000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | ☒ UMBRELLA LIAB ☒ OCCUR<br>EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | CU33026668 | 06/22/20 | 06/22/21 | EACH OCCURRENCE | $ 1000000 |
| | | | | | | | AGGREGATE | $ 1000000 |
| | | | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 4207232 | 02/01/2020 | 02/01/2021 | ☒ PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1000000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1000000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1000000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate Holder is an Additional Insured

**CERTIFICATE HOLDER**

Gunnison County Board of County Commissioners

200 E. Virginia Avenue

Gunnison CO 81230

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Tara Heger

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APPENDIX A

# COMMUNITY BASED ORGANIZATION
# 2021 CHARGES FOR SERVICE APPLICATION

| | | | | | |
|---|---|---|---|---|---|
| **Organization Name:** | Gunnison Country Food Pantry (GCFP) | | | | |
| **Address 1:** | PO Box 7077 | | | | |
| **Address 2:** | | | | | |
| **City:** | Gunnison | **State:** | CO | **Zip Code:** | 81230 |
| **Telephone Number:** | 970-641-4156 | **Fax Number:** | NA | | |
| **Email Address:** | director@gunnisonfoodpantry.org | | | | |
| **Contact Person(s):** | Katie Dix, Executive Director | | | | |

1. What is the amount of County funds requested? Please keep your request below $12,000.

$5,850

2. Provide specific information regarding what the County funds will be used for.

The support of Gunnison County is vital to providing food assistance to those-in-need. GCFP committed to meeting the challenge of the pandemic by providing food assistance to all who asked whether their need was financial or related to COVID-19 and to faithfully following Gunnison County Public Health Orders to limit the spread of the virus. The Pantry went beyond the previous state standard of offering a monthly distribution of food to offering those-in-need the opportunity to shop weekly for all the food they needed. **No one should go hungry in Gunnison County**. The Pantry has served 1,345 households to date by adding two home delivery days a week as well as a new distribution site in Somerset, Colorado. This constitutes a 68% increase above the number of unduplicated households served last year.

If County funding is dedicated solely for covering the rent for facilities the Pantry needs to store and distribute food, it will pay for 38% of the annual cost. Due to an increase in food donations, the cost of working space has increased to $15,600. The primary facility on the SW corner of Main and Ohio in Gunnison will cost $10,800. Dry storage space acquired next door in Gunnison Congregational Church will cost $3,600; sub-zero storage space added at 501 S Boulevard will cost $600 for electricity, and secure admin storage at 321 US Hwy 50 will cost $600.

If County chooses to designate its funding for Food for Distribution, it will be providing $6.50 per household for the 900 households GCFP anticipates next year. This amount is based on the amount the County approved last year for 800 households in 2020 plus an additional 50 households to be served from the Gunnison Pantry and another 50 households to be served through the Somerset Pantry.

The impact of COVID-19 will be severe next year. Not only may there be additional waves of the virus, the economic impact may rock Gunnison County. Senator-Elect Hickenlooper warned County commissioners during a Zoom meeting on October 28 to prepare for "financial convulsions", possibly even "economic collapse." GCFP must be positioned to meet the need as everyone's safety net.

3. Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.

The support of Gunnison County will result in food assistance being easily accessible to *at least* 2,250 County residents next year. Currently, 70% of whom live in Gunnison, 19% live in Unincorporated Gunnison County, and 11% live in Crested Butte and Mt. Crested Butte. Funding opportunities have been forthcoming and generous during first seven months of the pandemic. Will it continue? Proving the endorsement of our local government by providing evidence of its financial support is powerful and essential to convincing regional funders that GCFP is a worthy recipient of their contributions. County funding can be leveraged to increase support from other sources.

Results are measured by tracking statistics. GCFP defines success by gauging if households which request food assistance are provided with as much food as they believe they need. Those-in-need have asked for help from the Pantry more than 6,010 times this year. Currently, **GCFP is 100% successful**. Anticipating that the pandemic and its economic impact are far from over, the 2021 Budget reflects this continued intent.

GCFP was the driving force in forming the Gunnison County Emergency Food Network, a collaboration of government and nonprofit organizations dedicated to reducing food insecurity. Its purpose is threefold: to inform the public, to share resources, and to expand the sources of relief for those-in-need in our area. There are 2,300 households (35%) living below the subsistence level in the County. The majority of those households are accessing food assistance through one or more of the organizations in the Emergency Food Network. To my knowledge, the Pantry complements existing County services by being the only organization which is able to give food assistance to all those who ask *without qualification.*

4. Please attach the following two documents to this application:

a) Names and addresses of all Board members including designation of officers

b) Budget detail for 2020 and 2021 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)

c) 2020 Funding Report

**Completed Application should be submitted to:**

**Electronic Submittal:**
Adobe PDF Format
Kelly Weak, Accountant
kweak@gunnisoncounty.org

**Mailed Submittal:**
Gunnison County Finance
Attn: Kelly Weak
200 E. Virginia Ave.
Gunnison, CO 81230

**Submittal Deadline:**

November 10, 2020

Conditionally approved by
GCFP Board of Directors
October 29, 2020

# GUNNISON COUNTRY FOOD PANTRY
## 2021 Preliminary Budget

| Account | INCOME Account Description | 2021 Budget |
|---|---|---|
| 6000 | Individuals and Small, Local Businesses | $ 90,000 |
| 6001 | Faith-Based Organizations and Civic Groups | $ 25,000 |
| 6002 | Large Business and Corporations | $ 15,000 |
| 6003 | Government Entities | $ 12,700 |
| 6005 | Foundations | $ 20,000 |
| 9000 | Interest Income | $ 300 |
| 6500 | IN KIND Food TEFAP/CSFP | $ 85,000 |
| 6510 | IN KIND Food Vendors | $ 120,000 |
| 6520 | IN KIND Food Community | $ 20,000 |
| | **TOTAL INCOME** | $ 388,000 |
| **Account** | **EXPENSES Account Description** | |
| 7900 | IN KIND Food TEFAP/CSFP | $ 85,000 |
| 7910 | IN KIND Food Vendors | $ 120,000 |
| 7920 | IN KIND Food Community | $ 20,000 |
| 7000 | Food for Distributions | $ 60,000 |
| 7000 | Food for Distributions Somerset | $ 3,600 |
| 7250 | Food for Children | $ 14,400 |
| 8100 | Accounting | $ 3,980 |
| 8120 | Auto Expense - Gas | $ 835 |
| 8125 | Auto Expense - Repairs & Maintenance | $ 800 |
| 8126 | Auto Expense - Registration Fees | $ 357 |
| 8127 | Auto Expense - Insurance | $ 2,226 |
| 8140 | Bank Charges / PayPal Fees | $ 450 |
| 8152 | Community Awareness | $ 300 |
| 8155 | Community Database - Bloomerang | $ 708 |
| 8160 | Fund Development | $ 500 |
| 8180 | Membership Dues / Annual Fees | $ 285 |
| 8195 | Insurance - Liability and Directors, Umbrella | $ 1,839 |
| 8196 | Insurance - Workers Comp | $ 1,975 |
| 8240 | Office / Operating Supplies | $ 2,500 |
| 8260 | Facility - Rent | $ 10,800 |
| 8261 | Facility - Admin Storage | $ 600 |
| 8270 | Facility - Repairs & Equipment | $ 500 |
| 8275 | Facility - Maintenance | $ 60 |
| 8278 | Facility - Dry Storage | $ 4,200 |
| 8280 | Facility - Walk-In Units | $ 1,200 |
| 8310 | Phone | $ 610 |
| 8360 | Executive Director and Pantry Manager | $ 69,900 |
| 8361 | Professional Development | $ 100 |
| 8362 | Payroll Taxes | $ 5,347 |
| 8380 | Volunteers | $ 1,800 |
| 8381 | Stipend Volunteers | $ 12,428 |
| 8386 | Independent Contractor Bookkeeper | $ 4,160 |
| 8387 | Independent Contractor Admin | $ 8,640 |
| 8390 | Independent Contractor Website | $ 500 |
| 8400 | Contingency Fund / Budget for Surplus | $ - |
| | Draw from Reserves | $ (52,600) |
| | **TOTAL EXPENSES** | **$ 388,000** |

GUNNISON COUNTRY Food Pantry

# Board of Directors

***Effective October 15, 2020***

**John E. Felix**, President
141 Chippewa Way, Gunnison, CO 81230
970-590-3700 accepts texts
johnefelix@msn.com
Term: April 2018 through March 2021
*IT Director, Gunnison County*

**Tracy A. Leonard**, Vice President
170 Riverwalk Drive, Gunnison, CO 81230
970-641-2393
lanasleonard@gmail.com
Term: January 2019 through December 2022
*Editor, Retired, and Consultant*

**Linda A. Shipp**, Secretary
1078 Chekwa Trail, Gunnison, CO 81230
970-275-6534 accepts texts
lashipp51@gmail.com
Term: March 2019 through February 2022
*Food Services Administration, Retired*

**Yazmin Molina**, Treasurer
1313 W. Ohio Avenue, #24, Gunnison, CO 81230
970-901-3037 accepts texts
yazmolina96@gmail.com
Term: July 2019 through June 2022
*Universal Banker, Community Banks of Colorado*

**Mark E. Reaman**, Director
PO Box 1258, Crested Butte, CO 81224
970-275-4020 accepts texts
reaman4@msn.com
Term: April 2019 through April 2022
*Editor, Crested Butte News*

**Marvin Koleis**, Director
401 N. Main Street, Gunnison, CO 81230
720-301-6028 accepts texts
Marv.koleis@gmail.com
Term: August 2020 through July 2023
*Supervisory Cartographer, Retired*

**Benita Bellamy**, Director
177 Elcho Avenue, Crested Butte, CO 81224
630-742-7559 accepts texts
Benita.bellamye@gmail.com
Term: October 2020 through September 2023
*Retail Expansion Project Manager*

**Kathleen C. Dix**, Executive Director
321 N. Colorado Street, Gunnison, CO 81230
303-880-3513 accepts texts
katiedixsvh@gmail.com
Term: January 2019 through December 2022
*Operations and Administration, Retired*

## *Non-Voting Member*

**Angie Krueger**, Pantry Manager
970-901-2228 accepts texts
pantrymanager@gunnisonfoodpantry.org

EXHIBIT A

# Funding Recipient Project Report
# Calendar Year 2020

**Name of Funding Recipient:** Gunnison Country Food Pantry

**Dollar Value of County Funds Awarded:** $5,200

**Funding Recipient's Total 2020 Annual Budget:** $130,000

**Other Funding Sources (please list source names and amounts received):**

Attachment A provides a list of donors.

**Percentage of Annual Budget Funded by the Other Funding Sources Listed Above:** 96%

**How the County Funds Were Spent:** County funds provided general operating support for half of the annual rent for the Pantry's primary facility on the SW corner of Main and Ohio. The remainder purchased foods which balanced the nutritional value of the Pantry's four distribution programs.

**Number of Clients Assisted during the Funding Year:** 1,327 households / 3,233 people

**Customer Results Achieved via the County Funds:** When the national emergency was declared, the Pantry committed to providing food assistance to those who asked whether their need was financial or due to COVID-19 and to following Gunnison County Public Health Orders to limit and contain the spread of the virus. The Pantry went beyond the previous state standard of offering a monthly distribution of food to offering recipients the opportunity to shop weekly for all the food they needed. No one should go hungry in Gunnison County.

**How Your Customer Results Were Measured:** Success is measured by the number of households requesting and provided with food. Of the 17,500 people in Gunnison County, a third live below the subsistence level. Of those 5,900 people, 55% have been provided with food 5,560 times in the first three quarters of the year. As good as that percentage is, the Pantry has stretched further to implement Project Hunger spreading the word to organizations which encounter people who may be living below the poverty level that those households can be nominated for extra encouragement to take advantage of the Pantry's service.

Submit this report to **one** of the following by October 1, 2020. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061

# GUNNISON COUNTRY FOOD PANTRY
## 2020 Budget

Approved by
GCFP Board of Directors
January 16, 2020

| Account | INCOME Account Description | 2020 |
|---|---|---|
| 6000 | Individuals and Small, Local Businesses | $70,000 |
| 6001 | Faith-Based Organizations and Civic Groups | $24,000 |
| 6002 | Large Business and Corporations | $3,000 |
| 6003 | Government Entities | $12,700 |
| 6005 | Foundations | $20,000 |
| 9000 | Interest Income | $300 |
| 6500 | IN KIND Food TEFAP/CSFP | $35,000 |
| 6510 | IN KIND Food Vendors | $110,000 |
| 6520 | IN KIND Food Community | $20,000 |
| | **TOTAL INCOME** | **$295,000** |
| **Account** | **EXPENSES Account Description** | **2020** |
| 7900 | IN KIND Food TEFAP/CSFP | $35,000 |
| 7910 | IN KIND Food Vendors | $110,000 |
| 7920 | IN KIND Food Community | $20,000 |
| 7000 | Food for Distributions | $31,560 |
| 7250 | Food for Children | $13,000 |
| 8100 | Tax Preparation | $870 |
| 8120 | Auto Expense - Gas | $835 |
| 8125 | Auto Expense - Repairs & Maintenance | $800 |
| 8126 | Auto Expense - Registration Fees | $500 |
| 8127 | Auto Expense - Insurance | $1,600 |
| 8140 | Bank Charges / PayPal Fees | $450 |
| 8152 | Community Awareness | $2,800 |
| 8155 | Community Database - Bloomerang | $708 |
| 8160 | Fund Development | $1,800 |
| 8180 | Membership Dues / Annual Fees | $670 |
| 8195 | Insurance - Liability and Directors | $800 |
| 8196 | Insurance - Workers Comp | $1,230 |
| 8240 | Office / Operating Supplies | $1,500 |
| 8260 | Facility - Rent | $10,800 |
| 8261 | Facility - Admin Storage | $600 |
| 8270 | Facility - Repairs | $1,000 |
| 8275 | Facility - Maintenance | $2,340 |
| 8280 | Facility - Freezer Rent | $600 |
| 8310 | Phone | $610 |
| 8360 | Pantry Manager | $32,084 |
| 8361 | Professional Development | $500 |
| 8362 | Payroll Taxes | $2,455 |
| 8380 | Volunteers | $1,800 |
| 8381 | Stipend Volunteer Spanish Language | $2,600 |
| 8384 | AmeriCorps Member | $2,500 |
| 8385 | Independent Contractor Grantwriter | $3,000 |
| 8386 | Independent Contractor Bookkeeper | $960 |
| 8387 | Independent Contractor Admin | $7,020 |
| 8390 | Website Design & Maintenance | $500 |
| 8400 | Contingency Fund / Budget for Surplus | $1,508 |
| | **TOTAL EXPENSES** | **$295,000** |

**APPENDIX B**

# Funding Recipient Project Report
# Calendar Year 2021

**Name of Funding Recipient:** _____

**Dollar Value of County Funds Awarded:** _____

**Funding Recipient's Total 2021 Annual Budget:** _____

**Other Funding Sources (please list source names and amounts received):** _____

_____

_____

_____

_____

**Percentage of Annual Budget Funded by the Other Funding Sources Listed Above:** _____

**How the County Funds Were Spent:** _____

_____

_____

_____

**Number of Clients Assisted during the Funding Year:** _____

**Customer Results Achieved via the County Funds:** _____

_____

_____

_____

_____

_____

**How Your Customer Results Were Measured:** _____

_____

_____

_____

_____

Submit this report to **one** of the following by October 1, 2021. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061

# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Contractor Agreement: Gunnison Valley Animal Welfa

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

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

**Summary:**

The attached contract reflects the amount approved in the 2021 Gunnison County budget.

**Fiscal Impact:** $11,000

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

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 3/25/2021 Certificate of Insurance Required Yes (●) No ( )

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/29/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

# CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the 1st day of January, 2021, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Gunnison Valley Animal Welfare League, whose address is PO Box 1834, Gunnison, Colorado 81230 (herein "Contractor").

## RECITALS

The Contractor desires to provide professional services regarding services to the community as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

## AGREEMENT

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

1. SERVICES.

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

2. TERM.

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

3. STRATEGIC RESULT.

Contractor agrees to submit a final project report in January of 2022 using the form identified as Appendix B that will identify how Contractor has fulfilled the following strategic result:

Execution of this Agreement will assist the County with its Promote Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Eleven Thousand and No/100 U. S. Dollars ($11,000.00). Quarterly payments will be distributed by the County upon submittal of appropriate documentation.

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. NO USE OF MOTOR VEHICLES

Contractor has assured Gunnison County that GVAWL neither owns, leases nor uses any motor vehicle in Contractor's operation. Contractor and Gunnison County agree that Gunnison County shall have no responsibility or liability for ownership, lease or use of any motor vehicle, by Contractor, its employees, subcontractors, agents or volunteer.

6. 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. Limits of Coverage:
   - $2,000,000 General Aggregate Limit (other than products-completed operations)
   - $2,000,000 Products – Completed Operations Aggregate Limit
   - $1,093,000 Personal and Advertising Injury Limit
   - $500,000 Each Occurrence Limit (any one premises)
   - $20,000 Damage to Premises Rented to You (any one person)

b. 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.

7. 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.

8. INDEMNIFICATION.

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

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

9. DISCRIMINATION.

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

10. IMMIGRATION COMPLIANCE CERTIFICATION.

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

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

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

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

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

11. ADA COMPLIANCE.

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

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 outlined in Exhibit A.

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
Gunnison, Colorado 81230
Phone: 970-641-0248

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

Contractor: Gunnison Valley Animal Welfare League
PO Box 1834
Gunnison, CO 81230

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

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

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.

19. PUBLIC RECORD

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: Kathy MacAllister
GVAWL Board Pres.

GUNNVAL-03 RMURRAY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/9/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| PRODUCER License # 0757776<br>HUB International Insurance Services (COL)<br>2000 S. Colorado Blvd<br>Tower 2, Suite 150<br>Denver, CO 80222 | CONTACT NAME:<br>PHONE (A/C, No, Ext): (303) 893-0300 FAX (A/C, No): (866) 243-0727<br>E-MAIL ADDRESS: |
| INSURED<br>Gunnison Valley Animal Welfare League<br>Po Box 1834<br>Gunnison, CO 81230 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A : Alliance of Nonprofits for Insurance, Risk Retention Group (ANI) 10023<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | 2021-16194 | 1/1/2021 | 1/1/2022 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | | | | | | | MED EXP (Any one person) | $ 20,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | LIQUOR LIAB. | $ 1,000,000 |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**This section is intentionally left blank.**

**CERTIFICATE HOLDER**

County of Gunnison
204 E Virginia Ave
Gunnison, CO 81230

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
|---|
| Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

**1.** In the performance of your ongoing operations; or

**2.** In connection with your premises owned by or rented to you.

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
|---|
| Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

**1.** In the performance of your ongoing operations; or

**2.** In connection with your premises owned by or rented to you.

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/23/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Pinnacol Assurance<br>7501 E. Lowry Blvd.<br>Denver, CO 80230-7006 | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Pinnacol Assurance | 41190 |
| INSURED<br>Gunnison Valley Animal Welfare League<br>98 Basin Park Dr<br>Gunnison, CO 81230 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 4193513 | 06/01/2020 | 06/01/2021 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 2,000,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Unless otherwise stated in the policy provisions, coverage in Colorado only. animal welfare shelter

**CERTIFICATE HOLDER**

2160360
Gunnison Valley Animal Welfare League
98 Basin Park Dr
Gunnison, CO 81230
kathymacallister@msn.com

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

**Pinnacol Assurance**

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# CERTIFICATE HOLDER COPY

Gunnison Valley Animal Welfare League
98 Basin Park Dr
Gunnison, CO 81230

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT (CONT)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
| --- |
| **Board of County Commissioners for Gunnison County**<br>**City of Gunnnison** |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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APPENDIX A

Gunnison County
COLORADO

# COMMUNITY BASED ORGANIZATION
# 2021 CHARGES FOR SERVICE APPLICATION

| | | | | | |
|---|---|---|---|---|---|
| **Organization Name:** | Gunnison Valley Animal Welfare League | | | | |
| **Address 1:** | P O Box1834 | | | | |
| **Address 2:** | 98 Basin Park Drive | | | | |
| **City:** | Gunnison | **State:** | CO | **Zip Code:** | 81230 |
| **Telephone Number:** | 970-641-1173 | **Fax Number:** | | | |
| **Email Address:** | info@gvawl.org | | | | |
| **Contact Person(s):** | Kathy MacAllister | | | | |

1. What is the amount of County funds requested? Please keep your request below $12,000.

11,000.00

2. Provide specific information regarding what the County funds will be used for.

The Gunnison Valley Animal Welfare League (GVAWL) is requesting operational funds to continue providing care for stray, abandoned, relinquished, and impounded companion animals that are brought into the shelter and placed in our care. We primarily work with dogs and cats but will accept other small animals if resources are available. Beyond food and shelter, these animals often require vaccinations and spay/neuter procedures as well as veterinary care and medicine which may be either emergent or routine such as dental work. We assure our animals are in the best possible condition while in our shelter and throughout the adoption process or upon being reunited with their owners. At intake, all animals are initially assessed, and those assessments continue throughout the shelter stay, ensuring that the animal is always handled in a secure setting by trained individuals and that if the animal is sick or injured it receives immediate treatment by a veterinarian to relieve pain and suffering. We maintain communication with families post-adoption to ensure the pet is a good fit for the household. GVAWL was recently listed at saving90.org as a Colorado shelter that has a 99% placement rate for dogs and 96% placement for cats.

Collaborating with all area vet clinics, GVAWL manages an extensive low-cost spay/neuter assistance program. Pet owners pay a set price for the procedure and GVAWL and the vet clinics share the balance of the expense. Early in 2020, in response to feedback from our veterinarians, GVAWL increased the amount of our financial contribution to the program by 20%. In the past eight months, our requests for spay/neuter assistance certificates has increased by 40% over 2019 numbers. We are in the process of creating an application in Spanish for inclusion on our website and community distribution. GVAWL works hard to educate the public on all aspects of safe and healthy pet ownership, especially at our free Pet Expo event. Normally held in the spring, Pet Expo is a free event to the public that invites 20+ local pet care providers, veterinary clinics, and law enforcement agencies to set up booths offering information on topics such as licensing and vaccinations, or basic low cost services, such as nail trimming and wellness checks. While unfortunately cancelled in 2020 due to COVID-19, we are hoping to hold our next Pet Expo in 2021.

After undertaking a complete review and update of all our policies, procedures, and forms, GVAWL hired our first full time Shelter Manager in February 2020. She brings a background in law enforcement, many years of small and large animal care experience, and reliable organizational and practical skills. With a full time manager and a solid and diverse base of community volunteers, we have exponentially increased our shelter exposure and availability to the public. While following COVID-19 restrictions and guidelines, we have continued full services at the shelter. Visitors and adopters are invited into the shelter by appointment and building access is limited to assure proper health and safety precautions for both the public and our staff.

We maintain close, effective relationships with the Gunnison Sheriff's Office and City Neighborhood Services and reserve specific kennels for each entity that can be accessed 24/7. We work with the Gunnison Food Pantry, Project Hope and the Gunnison Senior Care Facility to provide free food, supplies and low-cost sterilization, often to families struggling with loss of income who may be faced with the possibility of relinquishing a family pet they can no longer afford. In addition, GVAWL has provided more than 120 days of shelter and foster care for pets of COVID-19 victims during their hospitalization and recovery, at no cost to these owners.

At Gunnison Valley Animal Welfare League, we have a clear understanding that healthy, safe, and educated pet ownership is a benefit to the entire community. Our shelter has an essential and vital role in the community and surrounding areas as we provide essential services that are not otherwise available. GVAWL has a clear understanding that especially during such times of stress and uncertainty, companion animals can provide comfort and stability, particularly for our most vulnerable community members.

3. Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.

The successful, continued operation and management of the animal shelter is the most effective gauge of our success. We can meet or exceed current requests for our services and plan to continue doing so in the future. If an animal cannot be accepted at GVAWL, due to behavior or health issues that would endanger staff or other animals, we provide counseling and possible care alternatives. We have not turned away an animal due to financial restrictions or lack of kennel space, and we have fulfilled every request to date for low-cost spay/neuter certificates, even with a substantial increase in requests over last year.

We have seen an increase in the percentage of animals that are brought in from the county, as opposed to within Gunnison City limits. We attribute this to increased public awareness of our facility and services, expanded hours of operation, and our strong relationship with the Gunnison County Sheriff's Office personnel who are charged with enforcement of County control and licensing rules and regulations. Within the past few weeks, we have responded to two citizens that have picked up sick or injured dogs by the side of the road and worked with the Sheriff's Department to secure emergency veterinary care when the owners could not be located. We work regularly with deputies, making certain they are aware of how to access the shelter and provide initial care until GVAWL personnel can take over. One deputy recently asked to be trained on the micro-chip reader so animals brought in when the shelter is not open could be identified and returned to their owners sooner.

Every spring we provide our entire Colorado PACFA (Pet Animal Care Facilities Act) report to the County which includes details on every animal cared for by GVAWL, as follows:

Date In and Date Out
Species (dog, cat, small mammal)
Source (relinquishment, stray, impound, City or County)
Disposition (adoption, etc)
Age

Per our County lease agreement, GVAWL also annually provides the County BOCC a report specifically tracking County animals in our care, which includes the above information as well as all associated costs and any shelter or adoption fees collected.

4. Please attach the following two documents to this application:

a) Names and addresses of all Board members including designation of officers

b) Budget detail for 2020 and 2021 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)

c) 2020 Funding Report

**Completed Application should be submitted to:**

**Electronic Submittal:**
Adobe PDF Format
Kelly Weak, Accountant
kweak@gunnisoncounty.org

**Mailed Submittal:**
Gunnison County Finance
Attn: Kelly Weak
200 E. Virginia Ave.
Gunnison, CO 81230

**Submittal Deadline:**

November 10, 2020

**Gunnison Valley Animal Welfare League**
**Board of Directors – September 2020**

Kathy MacAllister, Board President
400 Tomichi Trail, Gunnison, CO

Cheryl Dandel, Board Vice President
12 Willow Lane, Gunnison, CO

Darrah Miller, Board Secretary
601 N. Pine St, Gunnison, CO 81230

Paula Mann, Board Treasurer
PO Box 1269, Gunnison, CO 81230

Sue Knowles, Director
825 W. Denver, Gunnison, CO 81230

Sue Uerling – Director
656 Fairway Lane, Gunnison, CO 81230

Gunnison Valley Animal Welfare League

| | 2020 Budget |
|---|---|
| **Revenues** | |
| Contributions (donation boxes, Individual donations) | 70,000 * |
| Corporate Donations | 3,000 |
| Fundraising Events | 21,000 |
| Grants (Municipal and Private) | 27,000 |
| Shelter Earned Income (Adoption and Impound Fees) | 16,500 |
| **Total Revenues** | 137,500 |
| | |
| **Operating Expenses** | |
| Professional Fees (Bookkeeping and Website) | 7,000 |
| Advertising | 1,000 |
| Office Supplies | 2,000 |
| Volunteer Appreciation | 1,000 |
| Shelter Supplies | 3,500 |
| Dues and Subscriptions | 500 |
| Continuing Education | 500 |
| Insurance | 5,500 |
| Licenses and Fees | 500 |
| Property Expense, repairs and maintenance | 5,000 |
| Utilities | 7,000 |
| Fundraising Expenses | 5,500 |
| **Operating Expenses** | 39,000 |
| | |
| **Payroll Expenses** | 40,000 |
| **Payroll Reserve** | 22,950 |
| | |
| **Program Expenses** | |
| Rescue Center | |
| Silver Whiskers | 500 |
| Fostering Expenses | 750 |
| Veterinary Care | 15,000 |
| Food/Supplies | 1,500 |
| Sterilization | 7,000 |
| Euthanasia | 650 |
| Vaccinations/Prescriptions | 1,400 |
| Total Rescue Center | 26,800 |
| | |
| Spay/Neuter Assistance | 6,000 |
| | |
| Feral / TNR | 2,750 |
| | |
| **Total Expenses** | 137,500 |
| | |
| **Total Income/(Deficit)** | - |

* This amount included a $40K bequest from an individual's estate. We are anticipating a slow return to 'normal' in 2021 as fundraising will hopefully resume at events.

Gunnison Valley Animal Welfare League

| | 2021 Budget |
|---|---|
| **Revenues** | |
| Contributions (donation boxes, Individual donations) | 30,000 |
| Corporate Donations | 3,000 |
| Fundraising Events | 15,000 |
| Grants (Municipal and Private) | 27,000 |
| Shelter Earned Income (Adoption and Impound Fees) | 15,000 |
| **Total Revenues** | 90,000 |
| | |
| **Operating Expenses** | |
| Professional Fees (Bookkeeping and Website) | 5,000 |
| Advertising | 1,000 |
| Office Supplies | 1,900 |
| Volunteer Appreciation | 800 |
| Shelter Supplies | 3,000 |
| Dues and Subscriptions | 750 |
| Continuing Education | 600 |
| Insurance | 5,800 |
| Licenses and Fees | 600 |
| Property Expense, repairs and maintenance | 5,000 |
| Utilities | 7,300 |
| Fundraising Expenses | 4,200 |
| **Operating Expenses** | 35,950 |
| | |
| **Payroll Expenses** | 43,000 |
| **Payroll Reserve** | - |
| | |
| **Program Expenses** | |
| Rescue Center | |
| Silver Whiskers | 500 |
| Fostering Expenses | 750 |
| Veterinary Care | 10,000 |
| Food/Supplies | 1,500 |
| Sterilization | 7,000 |
| Euthanasia | 650 |
| Vaccinations/Prescriptions | 1,400 |
| Total Rescue Center | 21,800 |
| | |
| Spay/Neuter Assistance | 6,000 |
| | |
| Feral / TNR | 2,750 |
| | |
| **Total Expenses** | 109,500 |
| | |
| **Total Income/(Deficit)** | (19,500) |

Gunnison County

**EXHIBIT A**

# Funding Recipient Project Report
## Calendar Year 2020

**Name of Funding Recipient:** Gunnison Valley Animal Welfare League (GVAWL)

**Dollar Value of County Funds Awarded:** $7,000

**Funding Recipient's Total Annual Budget:** $137,500

**Other Funding Sources (please list source names and amounts received):** Data through August, 2020:

Private Grants: Wags and Menace - $2,000 Colorado Pet Overpopulation Fund - $15,000

City of Gunnison - $2,000 Animal Assistance Foundation (COVID-19 Emergency Grant) - $3,000

Community Foundation of the Gunnison Valley - $3,750 + $3,000 COVID-19 Recovery Fund

Contributions - $13,250 Fundraising - $4,500 Shelter Earned Income - $6,500

**Percentage of Annual Budget Funded by the Other Funding Sources Listed Above:** 38%

**How the County Funds Were Spent:** We continue to provide shelter, food, vaccinations, sterilizations, and veterinary care for stray, abandoned, relinquished, and impounded County animals. Our Spay/Neuter Assist applications are already surpassing 2019, with roughly 1/3 requests coming from County animal owners. We are also providing, at no cost, temporary care for pets of COVID-19 victims during hospitalization and recovery.

**Number of Clients Assisted during the Funding Year:** 100

**Customer Results Achieved via the County Funds:** GVAWL has seen a marked increase in the use of our facility by County law enforcement officers as we continue training and assisting with intake procedures and use of kennels reserved for County animals. Recently, a deputy contacted GVAWL after-hours for assistance with a critically ill stray dog. Our shelter manager was able to quickly secure veterinary care and the pup has survived and will be ready for adoption soon.

**How Your Customer Results Were Measured:** All animals receiving care and/or services through GVAWL are logged at intake and the results are reported to the State through PACFA annually. Data provided includes intake information such as stray, relinquishes, City or County and disposition such as Returned to Owner or adoption. A full accounting of all County animals is submitted annually to the County by March 1.

Submit this report to one of the following by October 1, 2020. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061

**APPENDIX B**

# Funding Recipient Project Report
# Calendar Year 2021

**Name of Funding Recipient:** _____

**Dollar Value of County Funds Awarded:** _____

**Funding Recipient's Total 2021 Annual Budget:** _____

**Other Funding Sources (please list source names and amounts received):** _____

_____

_____

_____

_____

**Percentage of Annual Budget Funded by the Other Funding Sources Listed Above:** _____

**How the County Funds Were Spent:** _____

_____

_____

_____

**Number of Clients Assisted during the Funding Year:** _____

**Customer Results Achieved via the County Funds:** _____

_____

_____

_____

_____

_____

**How Your Customer Results Were Measured:** _____

_____

_____

_____

_____

Submit this report to **one** of the following by October 1, 2021. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Contractor Agreement: Project Hope of Gunnison Val

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

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

**Summary:**

The attached contract reflects the amount approved in the 2021 Gunnison County budget.

**Fiscal Impact:** $10,000

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

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 3/22/2021 Certificate of Insurance Required Yes (●) No ( )

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/29/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

# CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the 1st day of January, 2021, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Project Hope of Gunnison Valley, whose address is PO Box 1812, Gunnison, Colorado 81230 (herein "Contractor").

## RECITALS

The Contractor desires to provide professional services regarding services to the community as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

## AGREEMENT

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

1. SERVICES.

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

2. TERM.

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

3. STRATEGIC RESULT.

Contractor agrees to submit a final project report in January of 2022 using the form identified as Appendix B that will identify how Contractor has fulfilled the following strategic result:

Execution of this Agreement will assist the County with its Promote Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Ten Thousand and No/100 U. S. Dollars ($10,000.00). Quarterly payments will be distributed by the County upon submittal of appropriate documentation.

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 or expiration.

8. DISCRIMINATION.

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

9. IMMIGRATION COMPLIANCE CERTIFICATION.

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

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

c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification

Program administered by the Social Security Administration and Department of Homeland Security.

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

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

10. ADA COMPLIANCE.

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

11. MISCELLANEOUS.

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

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

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

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

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

14. NOTICES.

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

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

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

Contractor: Project Hope of Gunnison Valley
PO BOX 1812
Gunnison, CO 81230

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

15. GOVERNING LAW.

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

16. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

17. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements,

proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

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

18. PUBLIC RECORD

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____

APPENDIX A

# COMMUNITY BASED ORGANIZATION
# 2021 CHARGES FOR SERVICE APPLICATION

| | | | | | |
|---|---|---|---|---|---|
| **Organization Name:** | Project Hope of Gunnison Valley | | | | |
| **Address 1:** | PO Box 1812 | | | | |
| **Address 2:** | | | | | |
| **City:** | Gunnison | **State:** | CO | **Zip Code:** | 81230 |
| **Telephone Number:** | 970-641-2712 | **Fax Number:** | | | |
| **Email Address:** | director@hope4gv.org | | | | |
| **Contact Person(s):** | Jessica Wurtz | | | | |

1. What is the amount of County funds requested? Please keep your request below $12,000.

$10,000.00

2. Provide specific information regarding what the County funds will be used for.

Sexual Assault Response Team (SART): $5,850 (personnel, training, mileage, meeting space/refreshments, etc)

Direct Program Services: $2,150 (client assistance, shelter, support group, etc)

Indirect Program Services: $2,000 (office rent, office supplies, utilities, etc)

3. Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.

Funding from the County will allow Project Hope to continue to provide advocacy and support for anyone affected by domestic violence, sexual assault and/or human trafficking in Gunnison County. We will be able to provide direct victim services such as our 24/7 crisis line, shelter, support group, emergency financial assistance, and therapy. Utilizing some of the funding for operational expenses such as office rent, utilities, and office supplies will also allow us to maintain a safe, trauma-informed, functional space to meet with clients and carry out our advocacy work. In addition, Project Hope will be leading a new SART team for the county. It has been several years since our valley has had a functioning SART team and we believe having one will play a pivotal role in preventing and addressing sexual assaults in our community. We have requested funding for a portion of staff salary, specialized training, and other programmatic costs in order to get the SART off the ground.

As a result, we expect to serve approximately 115 individuals in 2021. We anticipate training new volunteers to help us carry the crisis line and respond to 285 crisis line calls. We anticipate meeting with clients at our mobile advocacy locations in Crested Butte, Lake City, and on WCU's campus as needed. We also anticipate providing financial assistance to 18 survivors and 65 counseling sessions for survivors. All of our client data, interactions, and services are tracked extensively through a database and reporting platforms provided to us by our state and federal funders. In regards to the SART team, we expect to invite relevant community partners (law enforcement, WCU and GWSD Title IX, GVH SANE nurse, 7th Judicial DA, etc) to participate and create our local team. We anticipate having a kick off meeting at the beginning of 2021, which will inform our framework going forward for how often to meet, what to address in our meetings, identify gaps in the system, participate in training, etc. We anticipate sending a staff member to SART training to maximize the effectiveness of the team for our community.

The SART is designed to work in tandem with the aforementioned entities in our community to improve the services they all provide to those affected by sexual assault. Aside from the SART team, Project Hope also collaborates with other community agencies to provide comprehensive and unduplicated services to our clients. These agencies include Health and Human Services, law enforcement, 7th Judicial courts, juvenile services, GCSAPP, FAST, GVRHA, food pantry, Living Journeys, CB State of Mind, the Community Health Coalition, Six Points, Inmigrantes Unidos, GVH, CMH, and private practice therapists. Each of these entities provides a piece of the puzzle that our clients need to be safe and healthy, whether it is Medicaid, mental healthcare, affordable housing, employment assistance, or wraparound services for their children.

4. Please attach the following two documents to this application:

a) Names and addresses of all Board members including designation of officers

b) Budget detail for 2020 and 2021 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)

c) 2020 Funding Report

**Completed Application should be submitted to:**

| **Electronic Submittal:** | **Mailed Submittal:** |
|---|---|
| Adobe PDF Format | Gunnison County Finance |
| Kelly Weak, Accountant | Attn: Kelly Weak |
| kweak@gunnisoncounty.org | 200 E. Virginia Ave. |
| | Gunnison, CO 81230 |

**Submittal Deadline:**

November 10, 2020

# Project Hope of Gunnison Valley
## 2021 Annual Budget
Cash Basis — January through December 2021

| | Jan - Dec 21 | |
|---|---|---|
| **Ordinary Income/Expense** | | |
| **Income** | | |
| **4100 · Donations** | | 25,000.00 |
| **4400 · Private Sector Grants** | | |
| **4500 · Foundation Grants** | | |
| **4521 · AV Hunter Trust** | 10,000.00 | |
| **4535 · Colorado Realtor Foundation** | 10,000.00 | |
| **4570 · Anschutz Family Foundation** | 7,500.00 | |
| **Total 4500 · Foundation Grants** | | 27,500.00 |
| **Total 4400 · Private Sector Grants** | | 27,500.00 |
| **44500 · Government Grants** | | |
| **4310 · City and County Grants** | | |
| **4312 · City of Gunnison** | 2,000.00 | |
| **4313 · Town of Crested Butte** | 3,000.00 | |
| **4314 · Gunnison County** | 10,000.00 | |
| **Total 4310 · City and County Grants** | | 15,000.00 |
| **44520 · Federal Grants** | | |
| **4332 · VOCA** | 156,818.00 | |
| **4336 · OVW** | 0.00 | |
| **Total 44520 · Federal Grants** | | 156,818.00 |
| **44540 · State Grants** | | |
| **4323 · VALE** | 10,000.00 | |
| **4324 · DVP** | 56,007.00 | |
| **Total 44540 · State Grants** | | 66,007.00 |
| **Total 44500 · Government Grants** | | 237,825.00 |
| **Total Income** | | 290,325.00 |
| **Gross Profit** | | 290,325.00 |
| **Expense** | | |
| **6100 · Client Assistance** | | |
| **6105 · Transportation/Relocation** | | 1,500.00 |
| **6110 · Client Rent/Housing** | | 10,000.00 |
| **6115 · Client Utilities** | | 1,500.00 |
| **6116 · Transitional Housing** | | 12,000.00 |
| **6120 · Support Group** | | 750.00 |
| **6125 · Misc. Expenses** | | 400.00 |
| **6130 · Interpreters** | | 120.00 |
| **6135 · Emergency Assistance** | | |
| **6136 · Food** | 250.00 | |
| **6137 · Shelter** | 4,000.00 | |
| **6138 · Transportation** | 2,000.00 | |
| **Total 6135 · Emergency Assistance** | | 6,250.00 |
| **6355 · Crisis Line** | | 780.00 |
| **6840 · Regular Counseling** | | 5,760.00 |
| **Total 6100 · Client Assistance** | | 39,060.00 |
| **6200 · Insurance** | | |
| **6205 · Workers Comp** | | 4,600.00 |
| **6210 · D & O Liability** | | 1,510.00 |
| **6215 · General Liability** | | 1,610.00 |
| **6225 · Surety Bond** | | 134.00 |
| **Total 6200 · Insurance** | | 7,854.00 |
| **6300 · General Office Expenses** | | |

# Project Hope of Gunnison Valley
## 2021 Annual Budget
Cash Basis — January through December 2021

| | Jan - Dec 21 | |
|---|---|---|
| 6301 · Fundraising Expenses | | 150.00 |
| 6305 · Outreach | | 2,500.00 |
| 6310 · Rent | | 15,900.00 |
| 6315 · Utilities | | |
| 6316 · Utilities | 1,800.00 | |
| 6317 · Phone/Internet | 2,000.00 | |
| Total 6315 · Utilities | | 3,800.00 |
| 6320 · Office Equipment | | 800.00 |
| 6325 · Office Supplies | | 1,000.00 |
| 6326 · Cleaning Supplies | | 250.00 |
| 6330 · Postage and Shipping | | 300.00 |
| 6335 · Printing and Copying | | 350.00 |
| 6340 · Advocate Supplies | | 300.00 |
| 6350 · Mileage | | 750.00 |
| 6360 · Volunteer Appreciation | | 250.00 |
| 6365 · Building Maintenance | | |
| 6366 · Cleaning | 1,560.00 | |
| 6365 · Building Maintenance - Other | 150.00 | |
| Total 6365 · Building Maintenance | | 1,710.00 |
| 6370 · Licenses/Fees/Subscriptions | | 4,000.00 |
| 6375 · Memberships and Dues | | 1,200.00 |
| 6380 · Advertising | | 200.00 |
| 6385 · Networking | | 150.00 |
| 6390 · Conferences and Training | | 1,850.00 |
| 6395 · Vehicle | | 3,000.00 |
| Total 6300 · General Office Expenses | | 38,460.00 |
| 6400 · Payroll Expenses | | |
| 6405 · Executive Director | | 58,350.00 |
| 6410 · Assistant Director | | 44,100.00 |
| 6415 · Advocate Director | | 24,804.00 |
| 6421 · Bilingual Advocate 1 | | 18,720.00 |
| 6422 · Crisis Line Coordinator | | 13,260.00 |
| 6423 · Bilingual Advocate 2 | | 17,680.00 |
| 6435 · Payroll Taxes | | 13,534.00 |
| 6641 · Benefit stipend | | 6,000.00 |
| Total 6400 · Payroll Expenses | | 196,448.00 |
| 6500 · Professional Fees | | |
| 6510 · Bookkeeping | | 900.00 |
| 6515 · Review and Taxes | | 2,000.00 |
| Total 6500 · Professional Fees | | 2,900.00 |
| 6600 · Travel | | |
| 6605 · Hotel | | 3,511.00 |
| 6610 · Meals | | 1,592.00 |
| 6615 · Mileage | | 500.00 |
| Total 6600 · Travel | | 5,603.00 |
| Total Expense | | 290,325.00 |
| Net Ordinary Income | | 0.00 |
| Net Income | | **0.00** |

PROJECT HOPE of Gunnison Valley

P.O. Box 1812, Gunnison, CO 81230 • 970-641-2712 • www.hope4gv.org

A tax exempt 501c3 nonprofit organization providing confidential safety needs and direct advocacy services to individuals whose lives have been affected by relationship violence, child abuse and/or sexual assault.

## 2020 Board of Directors

| | |
|---|---|
| **Name:** | Heidi Duryea |
| **Title:** | Board President |
| **Occupation:** | Self-employed |
| **Residence:** | Crested Butte, CO |
| **Term:** | January 1, 2020 – December 31, 2021 |
| | |
| **Name:** | Trish Calkins |
| **Title:** | Vice President |
| **Occupation:** | Self-employed |
| **Residence:** | Gunnison, CO |
| **Term:** | December 13, 2018 – December 13, 2021 |
| | |
| **Name:** | Steve Bolton |
| **Title:** | Board Treasurer |
| **Occupation:** | Executive Director for ADRP, an International Division of ABC |
| **Residence:** | Crested Butte, CO |
| **Term:** | October 1, 2017 – October 1, 2020 (transitioning off, no replacement as of 11/9/20) |
| | |
| **Name:** | Marilyn Cheever |
| **Title:** | Board Secretary |
| **Occupation:** | Caseworker, Gunnison County DHHS |
| **Residence:** | Gunnison, CO |
| **Term:** | December 13, 2018 – December 13, 2021 |
| | |
| **Name:** | Cary Iverson |
| **Title:** | Board Member |
| **Occupation:** | Former Senior Commercial Advisor |
| **Residence:** | Crested Butte, CO |
| **Term:** | December 13, 2018 – December 13, 2021 |
| | |
| **Name:** | Louise Downey |
| **Title:** | Board Member |
| **Occupation:** | Director of Career Success, WCU |
| **Residence:** | Crested Butte, CO |
| **Term:** | March 10 2020 – March 10, 2023 |

**EXHIBIT A**

# Funding Recipient Project Report
# Calendar Year 2020

**Name of Funding Recipient:** Project Hope of Gunnison Valley

**Dollar Value of County Funds Awarded:** $11,000

**Funding Recipient's Total 2019 Annual Budget:** $223,736

**Other Funding Sources (please list source names and amounts received):**

| | Jan 1 - Oct 1, 20 |
|---|---|
| Ordinary Income/Expense | |
| Income | |
| 4100 · Donations | 49,828.70 |
| 4500 · Foundation Grants | |
| 4501 · Allstate Foundation COVID19 | 4,500.01 |
| 4511 · El Pomar COVID19 | 2,500.00 |
| 4519 · CFGV COVID19 | 4,500.00 |
| 4520 · CFGV | 2,612.50 |
| 4522 · Help Colorado Now COVID19 | 10,000.00 |
| 4535 · Colorado Realtor Foundation | 7,250.00 |
| 4562 · Blueprint to end Hunger COVID19 | 3,500.00 |
| 4564 · Colorado Coalition COVID19 | 5,000.00 |
| 4570 · Anschutz Family Foundation | 5,115.00 |
| 4575 · Rocky Mountain Health Foundatio | 7,500.00 |
| 4576 · RMHF COVID19 | 2,500.00 |
| Total 4500 · Foundation Grants | 54,977.51 |
| 44500 · Government Grants | |
| 4312 · City of Gunnison | 2,000.00 |
| 4313 · Town of Crested Butte | 3,000.00 |
| 4314 · Gunnison County | 10,750.00 |
| Total 4310 · City and County Grants | 15,750.00 |
| 44520 · Federal Grants | |
| 4332 · VOCA | 75,068.05 |
| 4336 · OVW | 12,201.90 |
| Total 44520 · Federal Grants | 87,269.95 |
| 44540 · State Grants | |
| 4323 · VALE | 6,750.00 |
| 4324 · DVP | 39,817.79 |
| Total 44540 · State Grants | 46,567.79 |
| Total 44500 · Government Grants | 149,587.74 |
| Total Income | 254,393.95 |

**Percentage of Annual Budget Funded by the Other Funding Sources Listed Above:** 96%

**How the County Funds Were Spent:** Funds from the county were spent to support direct client services such as rental assistance, utility assistance, counseling, crisis line operation, support group supplies, and small miscellaneous purchases such as emergency clothing and food. Funds were also used to support portions of operating costs such as office rent, utilities, phone/internet, and office supplies. Finally, funds were used to pay a percentage of personnel expenses such as salaries and taxes.

**Number of Clients Assisted during the Funding Year:** 114

**Customer Results Achieved via the County Funds:** At the time of this report, in 2020, Project Hope has provided advocacy services to 114 individuals affected by domestic violence, sexual assault and/or human trafficking. We have also answered 213 crisis line calls, provided 14 support group sessions for 27 client contacts, and 83 sessions of counseling. We also have held 20 outreach or awareness events throughout the valley.

**How Your Customer Results Were Measured:** Project Hope maintains a robust tracking system to ensure that we have an accurate record of how many clients we serve and which services are provided. In addition to tracking client data, we also survey our clients to assess the effectiveness of our services. We have been working to increase the efficiency of our tracking systems in 2020 in order to reduce time spent performing administrative tasks, allowing our advocates to allocate more of their time to our clients. We also conduct needs assessments and satisfaction surveys with our clients to learn areas in which we can improve to increase their safety.

Submit this report to **one** of the following by October 1, 2019. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061

# Project Hope of Gunnison Valley
## 2020 Annual Budget
### January through December 2020

| | Jan - Dec 20 | |
|---|---|---|
| **Total 6200 · Insurance** | | 6,724.00 |
| **6300 · General Office Expenses** | | |
| **6301 · Fundraising Expenses** | 500.00 | |
| **6305 · Outreach** | 2,400.00 | |
| **6310 · Rent** | 15,250.00 | |
| **6315 · Utilities** | | |
| **6316 · Utilities** | 1,896.00 | |
| **6317 · Phone/Internet** | 2,250.00 | |
| **6315 · Utilities - Other** | 0.00 | |
| **Total 6315 · Utilities** | 4,146.00 | |
| **6325 · Office Supplies** | 1,650.00 | |
| **6330 · Postage and Shipping** | 300.00 | |
| **6335 · Printing and Copying** | | |
| **6336 · Copier Lease** | 0.00 | |
| **6335 · Printing and Copying - Other** | 480.00 | |
| **Total 6335 · Printing and Copying** | 480.00 | |
| **6340 · Advocate Supplies** | 120.00 | |
| **6350 · Mileage** | 750.00 | |
| **6360 · Volunteer Appreciation** | 600.00 | |
| **6365 · Building Maintenance** | | |
| **6366 · Cleaning** | 1,560.00 | |
| **6365 · Building Maintenance - Other** | 500.00 | |
| **Total 6365 · Building Maintenance** | 2,060.00 | |
| **6370 · Licenses/Fees/Subscriptions** | 4,000.00 | |
| **6375 · Memberships and Dues** | 1,200.00 | |
| **6380 · Advertising** | 216.00 | |
| **6385 · Networking** | 300.00 | |
| **6390 · Conferences and Training** | 1,185.00 | |
| **6395 · Vehicle** | 480.00 | |
| **Total 6300 · General Office Expenses** | | 35,637.00 |
| **6400 · Payroll Expenses** | | |
| **6405 · Executive Director** | 56,650.00 | |
| **6410 · Assistant Director** | 26,000.00 | |
| **6415 · Advocate Director** | 37,440.00 | |
| **6420 · Latinx Advocates** | 22,750.00 | |
| **6430 · Crisis Line** | 0.00 | |
| **6435 · Payroll Taxes** | 10,927.00 | |
| **6440 · Bonus** | 0.00 | |
| **Total 6400 · Payroll Expenses** | | 153,767.00 |
| **6500 · Professional Fees** | | |
| **6510 · Bookkeeping** | 850.00 | |
| **6515 · Review and Taxes** | 3,370.00 | |
| **Total 6500 · Professional Fees** | | 4,220.00 |
| **6600 · Travel** | | |
| **6605 · Hotel** | 1,500.00 | |
| **6610 · Meals** | 500.00 | |
| **6615 · Mileage** | 1,008.00 | |
| **Total 6600 · Travel** | | 3,008.00 |
| **6820 · Subcontractor Counseling** | | 4,450.00 |
| **Total Expense** | | 228,186.00 |

# Project Hope of Gunnison Valley
## 2020 Annual Budget
Cash Basis — January through December 2020

| | Jan - Dec 20 | |
|---|---|---|
| **Ordinary Income/Expense** | | |
| **Income** | | |
| **4100 · Donations** | | 25,000.00 |
| **4400 · Private Sector Grants** | | |
| **4500 · Foundation Grants** | | |
| **4510 · El Pomar** | 5,000.00 | |
| **4520 · CFGV** | 3,500.00 | |
| **4521 · AV Hunter Trust** | 0.00 | |
| **4540 · Bacon Family Foundation** | 10,000.00 | |
| **4570 · Anschutz Family Foundation** | 0.00 | |
| **Total 4500 · Foundation Grants** | | 18,500.00 |
| **Total 4400 · Private Sector Grants** | | 18,500.00 |
| **44500 · Government Grants** | | |
| **4310 · City and County Grants** | | |
| **4311 · City of Gunnison (Economic)** | 0.00 | |
| **4312 · City of Gunnison** | 2,000.00 | |
| **4313 · Town of Crested Butte** | 3,000.00 | |
| **4314 · Gunnison County** | 10,000.00 | |
| **Total 4310 · City and County Grants** | | 15,000.00 |
| **44520 · Federal Grants** | | |
| **4332 · VOCA** | 96,623.00 | |
| **4336 · OVW** | 12,606.00 | |
| **Total 44520 · Federal Grants** | | 109,229.00 |
| **44540 · State Grants** | | |
| **4323 · VALE** | 0.00 | |
| **4324 · DVP** | 56,007.00 | |
| **44540 · State Grants - Other** | 0.00 | |
| **Total 44540 · State Grants** | | 56,007.00 |
| **Total 44500 · Government Grants** | | 180,236.00 |
| **Total Income** | | 223,736.00 |
| **Gross Profit** | | 223,736.00 |
| **Expense** | | |
| **6100 · Client Assistance** | | |
| **6105 · Transportation/Relocation** | | 1,200.00 |
| **6110 · Client Rent/Housing** | | 6,000.00 |
| **6115 · Client Utilities** | | 1,200.00 |
| **6120 · Support Group** | | 750.00 |
| **6125 · Misc. Expenses** | | 0.00 |
| **6130 · Interpreters** | | 120.00 |
| **6135 · Emergency Assistance** | | |
| **6136 · Food** | 120.00 | |
| **6137 · Shelter** | 4,000.00 | |
| **6138 · Transportation** | 1,800.00 | |
| **Total 6135 · Emergency Assistance** | | 5,920.00 |
| **6355 · Crisis Line** | | 740.00 |
| **6840 · Regular Counseling** | | 4,450.00 |
| **Total 6100 · Client Assistance** | | 20,380.00 |
| **6200 · Insurance** | | |
| **6205 · Workers Comp** | | 3,600.00 |
| **6210 · D & O Liability** | | 705.00 |
| **6215 · General Liability** | | 2,285.00 |
| **6225 · Surety Bond** | | 134.00 |

# Project Hope of Gunnison Valley
## 2020 Annual Budget
### January through December 2020

Cash Basis

| | Jan - Dec 20 |
|---|---|
| **Net Ordinary Income** | -4,450.00 |
| **Net Income** | **-4,450.00** |

**APPENDIX B**

# Funding Recipient Project Report
# Calendar Year 2021

**Name of Funding Recipient:** _____

**Dollar Value of County Funds Awarded:** _____

**Funding Recipient's Total 2021 Annual Budget:** _____

**Other Funding Sources (please list source names and amounts received):** _____

_____

_____

_____

_____

**Percentage of Annual Budget Funded by the Other Funding Sources Listed Above:** _____

**How the County Funds Were Spent:** _____

_____

_____

_____

**Number of Clients Assisted during the Funding Year:** _____

**Customer Results Achieved via the County Funds:** _____

_____

_____

_____

_____

_____

**How Your Customer Results Were Measured:** _____

_____

_____

_____

_____

Submit this report to **one** of the following by October 1, 2021. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061

GUNNCON-01 MARIP

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/15/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Mountain West In & Fin Serv LLC<br>100 E Victory Way<br>Craig, CO 81625 | PHONE (A/C, No, Ext): (970) 824-8185 | FAX (A/C, No): (970) 824-8188 |
| | E-MAIL ADDRESS: | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Secura Insurance Company | 22543 |
| INSURER B : Pinnacol Assurance | 41190 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**

Gunnison/Hinsdale Confidential Advocacy Center Inc dba
Project Hope of Gunnison Valley dba Jubilee
PO Box 1812
Gunnison, CO 81230

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | X | | CP3305411 | 5/14/2020 | 5/14/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | | | A3305413-10 | 5/14/2020 | 5/14/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | CU3305414-10 | 5/14/2020 | 5/14/2021 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 4124036 | 6/1/2020 | 6/1/2021 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 100,000<br>$ 100,000<br>$ 500,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
**Certificate holder is named as additional insured.**

**CERTIFICATE HOLDER**

Board of County Commissioners of the County of Gunnison, Colorado
200 E Virginina AVe
Gunnison, CO 81230

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Mari Padgett


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## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Ratification of Signatures; Quit Claim Deed; Lots

**Action Requested:** Motion

**Parties to the Agreement:**

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

**Summary:**

The attached Quit Claim Deed was approved and signed on 9/1/2020 by the Gunnison County Housing Authority. It should have been approved and signed by the Board of County Commissioners. This ratification will correct that error.

**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

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 3/22/2021 Certificate of Insurance Required

Yes ○ No ◉

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/29/2021

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 4/6/2021

*Revised April 2015*

Gunnison County, CO
9/23/2020 2:25:12 PM
319



# QUIT CLAIM DEED

THIS QUIT CLAIM DEED made this 19th day of September, 2020, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. Virginia Avenue, Gunnison, Colorado, 81230 ("Grantor") and the GUNNISON COUNTY HOUSING AUTHORITY, whose address is 200 E. Virginia Avenue, Gunnison, Colorado 81230 ("Grantee" herein).

WITNESSETH, That Grantor, for good and valuable consideration by Grantee, the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold and QUIT CLAIMED, and by these presents does remise, release, sell and QUIT CLAIM unto Grantee and Grantee's successors, and assigns, forever, all the right, title, interest, claim and demand which Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Gunnison, State of Colorado and as described in "Appendix A" attached hereto and incorporated herein.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee and Grantee's successors, and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed on the date set forth above.

GRANTOR:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice-Chair

By: _____
Elizabeth Smith, Commissioner

Gunnison County, CO
9/23/2020 2:25:12 PM
319



STATE OF COLORADO )
)ss.
County of Gunnison )

Acknowledged, subscribed and sworn to before me this 1ST day of SEPTEMBER 2020, by Jonathan Houck, Roland Mason, and Elizabeth Smith as members of the Board of County Commissioners of Gunnison County, Colorado, Grantor herein.

Witness my hand and seal.
My commission expires: AUGUST 9, 2022

ELIZABETH MENSE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20184031890
My Commission Expires August 9, 2022

Elizabeth Mense
Notary Public
Address: 504 W. GOTHIC AVENUE
GUNNISON, CO 81230

## EXHIBIT A

## LEGAL DESCRIPTION

Lots 18, 19, 20, 21, 22, 23 and 24,
Block 8,
City of Gunnison, formerly Town of Gunnison, according to the official plat of the Town of Gunnison, and sometimes referred to as Original Gunnison, together with a lot or parcel of land 13 feet by 175 feet and adjacent to Lots 18 through 24, described as follows: Beginning at Corner No. 1, being the Southwest corner of said Lot 18 for a Point of Beginning;
Thence West 13 feet to Corner No. 2;
Thence North 175 feet to Corner No. 3;
Thence East 13 feet to Corner No. 4;
Being identical with the corner of Lot 24, Block 8, Original Gunnison;
Thence South along the West boundaries of said Lots 18 through 24, 175 feet to Corner No. 1, the Point of Beginning,

County of Gunnison,
State of Colorado.

FOR INFORMATIONAL PURPOSES: 317 N SPRUCE ST / APN: R001627

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Acknowledgment of Appointment; Gunnison Sage-grous

**Action Requested:** Motion

**Parties to the Agreement:**

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

**Summary:**

Please see the attached. The BOCC will be asked to acknowledge this appointment on the 4/6/2021 agenda.

**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:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/29/2021

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 4/6/2021

*Revised April 2015*




# SAGUACHE COUNTY GOVERNMENT

501 Fourth Street · P. O. Box 655
Saguache, Colorado 81149

Phone: (719) 655-2231 · Fax: (719) 655-2635


March 10, 2021

Gunnison Sage-grouse Strategic Committee

Re: Saguache County Gunnison Sage-grouse Strategic Committee appointment

Dear Jonathon;

This letter is being written to inform you that Amber Wilson, Saguache County Land Use Administrator has been appointed as the Saguache County Gunnison Sage-grouse Strategic Committee representative.

Amber's email address is wtorrez@saguachecounty-co.gov.

Let me know if you have any questions.

Sincerely,

Wendi Maez
Saguache County Administrator

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Contractor Agreement; Gunnison Conservation Distri

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

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

**Summary:**

The attached contract reflects the amount approved in the 2021 Gunnison County budget.

**Fiscal Impact:** $5,000

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

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 3/31/2021 Certificate of Insurance Required Yes (●) No ( )

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

APPENDIX A

# COMMUNITY BASED ORGANIZATION
# 2021 CHARGES FOR SERVICE APPLICATION

| | | | | | |
|---|---|---|---|---|---|
| **Organization Name:** | Gunnison Conservation District | | | | |
| **Address 1:** | 216 North Colorado Street | | | | |
| **Address 2:** | | | | | |
| **City:** | Gunnison | **State:** | Colorado | **Zip Code:** | 81230 |
| **Telephone Number:** | 970-707-3047 | **Fax Number:** | | | |
| **Email Address:** | Gunnisoncd2006@gmail.com | | | | |
| **Contact Person(s):** | Hannah Schaefer Tibbett, District Manager, and Aleshia Rummel, District Wildlife Biologist | | | | |

1. What is the amount of County funds requested? Please keep your request below $12,000.

$5,000.00

2. Provide specific information regarding what the County funds will be used for.

For more than half a century the Gunnison Conservation District has worked to conserve the soil, water, wildlife and agricultural productivity of the Gunnison Valley. County funds in 2021 will be used to continue this work and to respond to new challenges such as noxious weed invasion, declining Gunnison sage-grouse numbers, and water security. Funds from Gunnison County are an essential part of the District's revenue mix. Without this support, the District would not be able to provide the technical assistance, low-cost seed and herbicide sales, and project leadership that made the District a crucial participant in conservation efforts throughout the Gunnison Basin. The District's employees and Board of Supervisors wish to expand upon these roles in 2021 in order to meet the heightened needs for conservation in the Gunnison Valley. Continued financial support from Gunnison County will enable the District to follow through with this vision.

County funds will be used to continue seed and herbicide sales that enable landowners, agencies and businesses to acquire site-specific materials at wholesale prices. The District uses the expertise of its National Resource Conservation Service (NRCS) partners and its knowledgeable staff to provide seed mixes tailored to individual properties. These seed mixes are sold with the lowest possible mark-up to make them available to the widest range of landowners. Gunnison County funds will continue to make up the difference between the purchase price and the cost of administering these sales. Likewise, the District sells herbicide in the quantities and concentrations that ranchers and large landowners need to keep their lands productive and unencumbered by state-listed noxious weeds. Additionally, the District also provided free herbicide for treating cheatgrass on private agricultural lands given the threats cheatgrass poses to the Gunnison Basin's agricultural productivity, wildlife habitat, and tourism economy. In 2020 the District expanded its retail operation to sell native tree seedlings on behalf of the Colorado State Forest Service, filling a role that the Gunnison office of the Colorado State Forest has left vacant. The importance of these seed, seedling, and herbicide supplies, which would not be locally available otherwise, is made greater by the ecological stressors of climate change, increased aridity, a growing population, changing land uses, federally-listed species considerations and noxious weeds.

During 2020, the District and land managers in Gunnison County worked against the growing threat of noxious weeds, especially cheatgrass. Funds from Gunnison County helped allow the District to continue to take a leading role in coordinating actions to combat cheatgrass and to carry on educational programs that were highly successful in 2019-2020. The District would like to continue collaborate with the Gunnison Basin Sagebrush Ecosystem Alliance to host a cheatgrass pull day in May and native seed collection workdays in autumn, and the cheatgrass herbicide program to provide chemical to landowners at no cost. All the while, Liebl (former district manager) and Rummel have engaged with the Gunnison Basin Sage-grouse Strategic Committee and the Gunnison Watershed Weed Commission on these programs, and they have worked closely with Gunnison County's Weed Management Program. The District has been successful in garnering grant funds for cheatgrass projects from at least 5 different agencies in the last two years. Nonetheless, the District's involvement in the fight against cheatgrass would be curtailed if not for the continuing financial support provided by Gunnison County. In 2021, the funds from Gunnison County would support the District Manager and District Conservation Technician to find and apply for additional funds to treat cheatgrass in the Gunnison Basin on a larger scale.

Despite the COVID-19 pandemic, the District has succeeded even in the last year with its role of educating Gunnison County students about land and soil conservation. Although the traditional April bioengineering workshop had to be cancelled, the 4th grade Water Festival in May was moved to a digital platform. The District provided digital content for students to learn about watersheds during online classes. The District also worked with the 7th grade classes to host the annual Mill Creek Youth Summit on the school and City grounds, with additional stations and improved natural resources curriculum. County funds in 2021 will provide the financial support needed to compensate District staff for the time required to plan and execute future educational programming. The District would like to reinstate a Soil Health Day at Tenderfoot and expand educational services to Crested Butte Community School if enough funding is secured to pay for the staff time required to implement these programs.

County funds will also support the District as it continues to provide habitat assessments and conservation plans to Gunnison County and landowners in critical sage-grouse habitat. Contracted services with Gunnison County and a grant from the National Fish and Wildlife Foundation cover many of the expenses of this work, but Gunnison County funds have and will continue to pay for the administration of these and other grants, related to sage-grouse conservation and agricultural land improvements.

3. Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.

With the funds requested, the District will provide programs that complement existing county services in the areas of noxious weeds management, sage-grouse conservation, and natural resources education.

The Gunnison County Weeds Management Program carries out effective herbicide treatments along county rights-of-way, in contracting municipalities and in coordination with public lands agencies. The District bolsters these efforts by providing educational and alternative management programs that address weeds management in ways that herbicides alone cannot. With county support, the District intends to carry out the second Cheat Pull Day in May, participate in an inter-agency weeds treatment day in the fall, assist with seed collection workshops in fall, coordinate Western Colorado University graduate and undergraduate projects related to cheatgrass, and to pursue grants using Gunnison County support as matching funds. The results of these efforts will be measured in 1) the number of people reached through education, 2) the number of acres treated through District-coordinated weeds programs, and 3) the amount of outside grant funding brought into Gunnison County through successful grant applications.

The District will continue to bring additional acreage under improved management for Gunnison sage-grouse conservation with the help of Gunnison County funds. This supports the County's efforts to promote and engage in Gunnison sage-grouse conservation programs, including the County's leadership on the Gunnison Basin Sage-grouse Strategic Committee and the funding provided for sage-grouse reviews on building permits and other land use applications. In the last couple of years, the District has assisted NRCS with bringing about 10,000 acres under improved management each year and anticipates similar gains in sustainable habitat management plans in 2021. This acreage, along with the number of people reached through educational programs related to sage-grouse and their habitats, will be the metrics to judge success.

Finally, The District will help the County provide natural resources education programs for students of all ages. The Gunnison Conservation District will use the County's support to provide wages for the District Manager to continue to provide and improve the annual bioengineering workshop, 7th Grade Mill Creek Youth Summit, and 4th Grade Water Festival and to expand our services to include additional programs which may include a Tenderfoot Soil Health Day, a coloring contest and/or poster contest, and potential expansion of the service area to include the Crested Butte Community School (as most current programs are focused in the Gunnison Elementary and Middle Schools). These activities can be measured as the number of students and/or adults engaged in the various educational programs.

4. Please attach the following two documents to this application:

a) Names and addresses of all Board members including designation of officers

b) Budget detail for 2020 and 2021 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)

c) 2020 Funding Report

**Completed Application should be submitted to:**

**Electronic Submittal:**

Adobe PDF Format

Kelly Weak, Accountant

kweak@gunnisoncounty.org

**Mailed Submittal:**

Gunnison County Finance

Attn: Kelly Weak

200 E. Virginia Ave.

Gunnison, CO 81230

**Submittal Deadline:**

November 10, 2020

# GENERAL FUND BUDGET

## Gunnison CONSERVATION DISTRICT

**JANUARY 1 - DECEMBER 31, 2020**

| DESCRIPTION | ACTUAL PRIOR YEAR 2018 | ACTUAL PRIOR YEAR 2019 | BUDGET YEAR 2020 | UPDATED 2020 (11/10/2020) | ESTIMATED 2021 |
|---|---|---|---|---|---|
| **Beginning Balance January 1** | **$ 38,274.35** | **$ 41,699.48** | **$ 66,920.98** | **$ 55,167.48** | **$52,978.98** |
| | | | | | |
| **REVENUE** | | | | | |
| **Admin/District Income:** | | | | | |
| Advertisements sold | $ 75.00 | $ - | $ 75.00 | $ - | $ 75.00 |
| Annual meeting income | $ 440.00 | $ 545.00 | $ 500.00 | $ 528.82 | $ 500.00 |
| Equipment rental income | $ - | $ - | $ - | $ - | $ - |
| Interest income | $ 71.60 | $ 146.09 | $ 70.00 | $ 39.17 | $ 70.00 |
| Professional fees income | $ 11,354.75 | $ 10,781.53 | $ 10,000.00 | $ 7,199.10 | $ 9,000.00 |
| | | | | | |
| **Products:** | | | | | |
| Hat income | $ 213.46 | $ 18.39 | $ 45.00 | $ 13.77 | $ 25.00 |
| Herbicide income | $ 9,733.87 | $ 10,197.48 | $ 10,000.00 | $ 8,607.05 | $ 9,500.00 |
| PAM income | $ 766.17 | $ 205.70 | $ - | $ 410.29 | $ 350.00 |
| Seed income | $ 18,836.67 | $ 13,100.42 | $ 14,000.00 | $ 7,779.94 | $ 12,000.00 |
| Shipping income | $ - | $ 103.51 | $ 103.51 | $ 82.53 | $ 80.00 |
| Seedling sales | $ - | $ 234.00 | $ 12,000.00 | $ 2,942.39 | $ 3,000.00 |
| | | | | | $ - |
| **Grants** | | | | | |
| **State (Specify Agency & Grants Name(s) below)** | | | | | |
| Direct Assistance | $ 6,916.78 | $ 6,725.72 | $ 6,725.00 | $ 6,577.45 | $ 6,500.00 |
| Matching Grants (CSCB) | $ - | $ 18,480.00 | $ - | $ - | $0 |
| Conservation District Technician (DCT) | $ 35,215.65 | $ 39,839.01 | $ 42,601.00 | $ 32,047.09 | $ 45,441.00 |
| CDA Noxious Weed Fund | $ - | $ 5,000.00 | $ - | $ - | $ - |
| HPP Herbicide Cost Share | | $ 4,758.00 | $ - | $ 5,919.76 | $0 |
| CARES Act Funding | $ - | $ - | $ - | $ 2,147.71 | $ - |
| Other: | | | | | |
| **Federal (Specify Agency & Grant Name)** | | | | | |
| CIG: | | | | | |
| Other: | | | | | |
| | | | | | |
| **County** | | | | | |
| Gunnison | $ 2,000.00 | $ 3,750.00 | $ 5,000.00 | $ 3,625.00 | $5,000.00 |
| Hinsdale | $ 1,200.00 | $ 1,200.00 | $ 1,200.00 | $ - | $ 1,200.00 |
| Saguache | $ 1,200.00 | $ 1,200.00 | $ 1,200.00 | $ - | $ 1,200.00 |
| | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Other Income (Specify below)** | | | | | |
| 2018 Virtual fencing project | $ 39,450.00 | $ - | $ - | $ - | $ - |
| 2019-2021 NFWF | $ - | $ 17,000.00 | $ 18,416.80 | $ 9,916.00 | $ 17,000.00 |
| City of Gunnison | | $ 1,000.00 | $ 1,000.00 | $ 1,120.00 | $3,000.00 |
| | | | | | |
| | | | | | |
| **TOTAL REVENUE** | $ 127,473.95 | $ 134,284.85 | $ 122,936.31 | $ 88,956.07 | $ 113,941.00 |
| | | | | | |
| | | | | | |
| **TOTAL AVAILABLE FUNDS** | $ 165,748.30 | $ 175,984.33 | $ 189,857.29 | $ 144,123.55 | $ 166,919.98 |
| | | | | | |
| **EXPENDITURES ON NEXT PAGE** | | | | | |

| DESCRIPTION | ACTUAL PRIOR YEAR 2018 | ESTIMATED CURRENT YEAR 2019 | BUDGET YEAR 2020 | UPDATED 2020 (10/25/2020) | ESTIMATED 2021 |
|---|---|---|---|---|---|
| **EXPENDITURES** | | | | | |
| **COGS Grants** | | | | | |
| 2019 CSCB Matching Grant | $ - | $ 16,800.00 | $ - | $ - | $ - |
| 2018 Virtual Fencing Grant/COGS | $ 38,379.39 | $ - | $ - | $ - | $ - |
| 2019 NFWF CPP 51k | $ - | $ - | $ - | $ - | $ - |
| 2019 CDA Noxious Weeds Fund | | $4,671.27 | $ - | $ - | $ - |
| 2019 HPP | | $ 4,758.00 | $ - | $ - | $ - |
| | | | | | |
| **COGS Products** | | | | | |
| COGS Hats | $ 355.90 | $ - | $ - | $ - | $0 |
| COGS Herbicide | $ 6,693.95 | $ 9,848.46 | $ 10,000.00 | $ 6,291.14 | $ 9,000.00 |
| COGS PAM | $ 495.00 | $ - | $ - | $ 451.29 | $ 300.00 |
| COGS Seed | $ 15,069.50 | $ 10,382.65 | $ 8,500.00 | $ 6,874.85 | $ 9,000.00 |
| COGS Shipping | $ 73.08 | $ 103.51 | $ 103.51 | $ - | $ 90.00 |
| COGS Seedlings | $ - | $ - | $ 960.00 | $ 2,821.66 | $ 2,000.00 |
| | | | | | |
| **Operating Expenses** | | | | | |
| Advertising and marketing | $ 175.40 | $ 280.41 | $ 200.00 | $ - | $ 200.00 |
| Annual meeting expense | $ 513.08 | $ 610.00 | $ 600.00 | $ 727.05 | $ 650.00 |
| Contributions/Grants | $ 200.00 | $ 200.00 | $ 200.00 | | $ 200.00 |
| Dues and subscriptions | $ 627.14 | $ 868.50 | $ 1,000.00 | $ 2,669.09 | $ 1,500.00 |
| Elections | $ 67.62 | $ - | $ 70.00 | $ 70.85 | $ 65.00 |
| Information/Education | $ 51.35 | $ 20.23 | $ 50.00 | $ - | $ 30.00 |
| Insurance W/C and Liability | $ 429.00 | $ 1,852.47 | $ 1,852.47 | $ 1,562.00 | $ 1,800.00 |
| Bank/Merchant fees | $ (23.10) | $ - | $ - | $ 772.43 | $ 600.00 |
| Office supplies | $ 311.53 | $ 129.83 | $ 300.00 | $ 17.11 | $ 10.00 |
| Payroll taxes | $ 4,452.66 | $ 4,178.76 | $ 4,500.00 | $ 4,716.97 | $ 4,500.00 |
| Postage and delivery | $ 49.00 | $ - | $ - | $ - | $ - |
| Professional fees expenditures | $ 72.00 | $ 616.75 | $ 100.00 | $ - | $ 100.00 |
| Salary-DCT | $ 41,430.32 | $ 39,680.00 | $ 42,000.00 | $ 40,194.77 | $ 42,000.00 |
| Salary-DM | $ 14,570.00 | $ 13,886.00 | $ 14,000.00 | $18,252.00 | $ 18,000.00 |
| Sales tax license fee | $ 56.00 | $ 20.00 | $ 20.00 | $ - | $ - |
| Travel and meetings | $ - | $ 156.51 | $ 500.00 | $ - | $500 |
| Watershed Reimbursement acct | $ - | $ - | $ - | $ - | $ - |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
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| | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **TOTAL EXPENDITURES** | $ 124,048.82 | $ 109,063.35 | $ 84,955.98 | $ 85,421.21 | $ 90,545.00 |
| **Annual Net** | $ 3,425.13 | $ 25,221.50 | $ 37,980.33 | $ 3,534.86 | $ 23,396.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| **Ending Balance December 31**<br>(Beginning Bal. + Annual Net) | $ 41,699.48 | $ 66,920.98 | $ 104,901.31 | $ 58,702.34 | $ 76,374.98 |
| **Emergency Reserves - Do NOT Spend**<br>(3% of Annual Expenditures) | $ 3,721.46 | $ 3,271.90 | $ 2,548.68 | $ 2,562.64 | $ 2,716.35 |
| **Unrestricted Reserves**<br>(Ending Balance - Emergency Res.) | $ 37,978.02 | $ 63,649.08 | $ 102,352.63 | $ 56,193.70 | $ 73,658.63 |

# CSCB Supervisor's List

Year: 2020

## District Information

District: Gunnison Phone: (970) 707-3047 Fax:
Email: gunnisoncd2006@gmail.com Website: gunnisonconservationdistrict.info
Mailing Address: 216 N. Colorado St., Gunnison, CO 81230
Physical Address: 216 N. Colorado St., Gunnison, CO 81230
Social Media Sites: https://www.facebook.com/gunnisonconservationdistrict/
Monthly Meeting Dates/Times: 3rd Tuesday/6pm
*Board Supervisor Name: Janet Coury
*Board Supervisor Email: buckhornapps@aol.com

## Member Information

Does Your District Have Term Limits ☐ Yes ☑ No

District Manager: Hannah Schaefer Tibbett Phone: (970) 707-3047 Fax:
Email: gunnisoncd2006@gmail.com
Mailing Address: 216 N. Colorado St., Gunnison, CO 81230
Physical Address: 216 N. Colorado St., Gunnison CO 81230

President: Janet Coury Phone: (970) 641-4114 Fax:
Email: buckhornapps@aol.com
Mailing Address: PO Box 791, Gunnison, CO 81230
Physical Address: 60555 US HIGHWAY 50, Gunnison, CO 81230

| Month/Year Appointed | 05/2003 | Month/Year Elected | 05/2006 | Term Expires | 2022 | # Terms Consecutively Elected | 4 |
|---|---|---|---|---|---|---|---|

Vice President: Bill Ketterhagen Phone: (970) 306-9020 Fax:
Email: bketterhagen@hotmail.com
Mailing Address: 954 County Road 13, Gunnison, CO 81230
Physical Address: 954 County Road 13, Gunnison, CO 81230

| Month/Year Appointed | 03/2015 | Month/Year Elected | 05/2018 | Term Expires | 2022 | # Terms Consecutively Elected | 1 |
|---|---|---|---|---|---|---|---|

# CSCB Supervisor's List

## Member Information (Continued)

Secretary/Treasurer: Rufus Wilderson Phone: (970) 765-6964 Fax:
Email: rwilderson@wildersonlaw.com
Mailing Address: PO Box 7138, Gunnison, CO 81230
Physical Address: 24441 Highway 149, Gunnison, CO 81230

| Month/Year Appointed | | Month/Year Elected | 05/2012 | Term Expires | 2023 | # Terms Consecutively Elected | 3 |
|---|---|---|---|---|---|---|---|

Member (4): Brooke Vasquez Phone: (970) 376-2150 Fax:
Email: brooke.vasquez@state.co.us
Mailing Address: 3452 County Road 730, Gunnison, CO 81230
Physical Address: 3452 County Road 730, Gunnison, CO 81230

| Month/Year Appointed | 08/2018 | Month/Year Elected | | Term Expires | 2022 | # Terms Consecutively Elected | 0 |
|---|---|---|---|---|---|---|---|

Member (5): Dan Zadra Phone: (970) 901-5227 Fax:
Email: dan.zadra@state.co.us
Mailing Address: 151 Ute Lane, Gunnison, CO 81230
Physical Address: 151 Ute Lane, Gunnison, CO 81230

| Month/Year Appointed | 06/2014 | Month/Year Elected | 05/2016 | Term Expires | 2023 | # Terms Consecutively Elected | 2 |
|---|---|---|---|---|---|---|---|

Member (6): John Rozman Phone: (970) 349-5533 Fax:
Email: rozmanranch@crestedbutte.net
Mailing Address: 24063 N. Highway 135, Crested Butte, 81224
Physical Address: 24063 N. Highway 135, Crested Butte, 81224

| Month/Year Appointed | 05/1981 | Month/Year Elected | 05/1984 | Term Expires | 2023 | # Terms Consecutively Elected | 10 |
|---|---|---|---|---|---|---|---|

# CSCB Supervisor's List

## Member Information (Continued)

| | | | |
|---|---|---|---|
| Member (7): | | Phone: | Fax: |
| Email: | | | |
| Mailing Address: | | | |
| Physical Address: | | | |
| Month/Year Appointed | Month/Year Elected | Term Expires | # Terms Consecutively Elected |
| Member (8): | | Phone: | Fax: |
| Email: | | | |
| Mailing Address: | | | |
| Physical Address: | | | |
| Month/Year Appointed | Month/Year Elected | Term Expires | # Terms Consecutively Elected |
| Member (9): | | Phone: | Fax: |
| Email: | | | |
| Mailing Address: | | | |
| Physical Address: | | | |
| Month/Year Appointed | Month/Year Elected | Term Expires | # Terms Consecutively Elected |
| Member (10): | | Phone: | Fax: |
| Email: | | | |
| Mailing Address: | | | |
| Physical Address: | | | |
| Month/Year Appointed | Month/Year Elected | Term Expires | # Terms Consecutively Elected |

# CSCB Supervisor's List

## Member Information (Continued)

| | | | |
|---|---|---|---|
| Member (11): | | Phone: | Fax: |
| Email: | | | |
| Mailing Address: | | | |
| Physical Address: | | | |
| Month/Year Appointed | Month/Year Elected | Term Expires | # Terms Consecutively Elected |
| Ex-Officio | | Phone: | Fax: |
| Email: | | | |
| Mailing Address: | | | |
| Physical Address: | | | |

Gunnison County
Funding Recipient Project Report
Calendar Year 2020

**Name of Funding Recipient:**

Gunnison Conservation District

**Dollar Value of County Funds Awarded:**

$3,625

**Funding Recipient's Total 2019 Annual Budget:**

Total Revenue: $88,956.07

Total Expenditures: $85,421.21

**Other Funding Sources (please list source names and amounts received):**

Colorado State Conservation Board Direct Assistance: $6,577.45

Colorado State Conservation Board District Conservation Technician: $42,600

City of Gunnison: $1,120

CARES Act Funding $2,147.71

National Fish and Wildlife Foundation Conservation Partners Program 2019 - 2021: $17,000 in 2020

Seed and herbicide retail sales profit 2020: $ $3,397.03

**Percentage of Annual budget funded by other funding sources listed above:**

Other funding sources comprise 81.9 percent of total revenue.

**How county funds were spent:**

Gunnison County funds were spent on operating expenses and salaries. County funds paid for approximately 35 percent of the District Manager's wages, which total about $16,000 per year. These wages enabled the District Manager to pursue the other funding sources listed above, and the District Manager also leveraged the $3,625 from the County to show matches for other grant funding sources. These other grant funding sources in 2020 totalled $ $72,842.19, all of which is used to conserve the soil health and water quality of Gunnison County and adjoining portions of Hinsdale and Saguache counties.

**Number of clients assisted during the funding year:**

- Clients provided with seed, herbicide and services sales: 90
- Clients provided education services: 200 students, 75 adults
- Properties brought under improved management for sage-grouse conservation: 8 properties totalling approximately 7,912 acres.

**Customer results achieved via County funds:**

- Cheatgrass herbicide provided to clients to treat approximately 500 acres.
- Thistle herbicide provided to clients to treat approximately 200 acres.
- Native grass and wildflower seed provided to clients to restore vegetation and suppress weeds on approximately 100 acres.
- 8 properties brought under improved management for sage-grouse conservation totalling approximately 7,912 acres.
- Hosted 4 educational events community wide (with university, high school, and middle school students to non - students but residents of Gunnison). Examples of these events included A Second Annual Cheatgrass Pull Day, a Mill Creek Youth Summit, 3 videos for the Water Festival, and 1 Outreach and education Campaign Survey to residents within the City of Gunnison to ask them of their knowledge and current actions to treat cheatgrass on private lands.
    - COVID did impact our ability to host more events throughout the community however, we hope to be able to host more in the future, following the latest COVID protocols.

**How your customer results were measured:**

Customer results were measured with sales records as well as on-the-ground implementation. Acres treated with herbicide provided to clients is estimated based on the volume of chemical sold and the recommended application rates of ounces per acre. Acres seeded with seed mixes provided to clients are estimated based on a typical price to seed one acre ($90) and total seed sale revenue ($7,081). Acres brought under improved management for sage-grouse conservation are totalled through annual reports provided by Gunnison Conservation District Wildlife Biologist Aleshia Rummel. Educational events are counted by reviewing staff calendars since the beginning of 2020.

**APPENDIX B**

# Funding Recipient Project Report
# Calendar Year 2021

**Name of Funding Recipient:** _____

**Dollar Value of County Funds Awarded:** _____

**Funding Recipient's Total 2021 Annual Budget:** _____

**Other Funding Sources (please list source names and amounts received):** _____

_____

_____

_____

_____

**Percentage of Annual Budget Funded by the Other Funding Sources Listed Above:** _____

**How the County Funds Were Spent:** _____

_____

_____

_____

**Number of Clients Assisted during the Funding Year:** _____

**Customer Results Achieved via the County Funds:** _____

_____

_____

_____

_____

_____

**How Your Customer Results Were Measured:** _____

_____

_____

_____

_____

Submit this report to **one** of the following by October 1, 2021. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061

## Certificate Of Completion

Envelope Id: A2B77D130E8147C1A2F13F9F13220A10
Status: Completed
Subject: Please DocuSign: Updated Funding Agreement for Gunnison County.pdf
Source Envelope:
Document Pages: 6
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Hannah Schaefer Tibbett
822 Gothic Ave
Crested Butte, CO 81224
gunnisonconservation@gmail.com
IP Address: 76.89.88.225

## Record Tracking

Status: Original
3/22/2021 6:22:39 AM
Holder: Hannah Schaefer Tibbett
gunnisonconservation@gmail.com
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Jan Coury<br>buckhornapps@aol.com<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Jan Coury<br>27ACE61D03874BD...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 67.143.180.97 | Sent: 3/22/2021 6:24:55 AM<br>Viewed: 3/22/2021 5:33:46 PM<br>Signed: 3/22/2021 5:34:32 PM |

**Electronic Record and Signature Disclosure:**
Accepted: 3/22/2021 5:33:46 PM
ID: 64a2abc6-eb65-4855-bf28-4745c0afc3e4

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Hannah Schaefer Tibbett<br>gunnisonconservation@gmail.com<br>Gunnison Conservation District<br>Security Level: Email, Account Authentication (None) | COPIED | Sent: 3/22/2021 6:24:55 AM<br>Resent: 3/22/2021 5:34:32 PM |

**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 3/22/2021 6:24:55 AM |
| Certified Delivered | Security Checked | 3/22/2021 5:33:46 PM |
| Signing Complete | Security Checked | 3/22/2021 5:34:32 PM |
| Completed | Security Checked | 3/22/2021 5:34:32 PM |

| Payment Events | Status | Timestamps |
| --- | --- | --- |
| **Electronic Record and Signature Disclosure** | | |

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Gunnison Conservation District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Gunnison Conservation District:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: gunnisonconservation@gmail.com

**To advise Gunnison Conservation District of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at gunnisonconservation@gmail.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Gunnison Conservation District**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to gunnisonconservation@gmail.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Gunnison Conservation District**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to gunnisonconservation@gmail.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Gunnison Conservation District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Gunnison Conservation District during the course of your relationship with Gunnison Conservation District.

# CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the 1st day of January, 2021, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Gunnison Conservation District, whose address is 216 N. Colorado Street, Gunnison, Colorado 81230 (herein "Contractor").

## RECITALS

The Contractor desires to provide professional services regarding services to the community as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

## AGREEMENT

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

1. SERVICES.

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

2. TERM.

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

3. STRATEGIC RESULT.

Contractor agrees to submit a final project report in January of 2022 using the form identified as Appendix B that will identify how Contractor has fulfilled the following strategic result:

Execution of this Agreement will assist the County with its Promote Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Five Thousand and No/100 U. S. Dollars ($5,000.00). Quarterly payments will be distributed by the County upon submittal of appropriate documentation.

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 or expiration.

8. DISCRIMINATION.

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

9. IMMIGRATION COMPLIANCE CERTIFICATION.

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

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

c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification

Program administered by the Social Security Administration and Department of Homeland Security.

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

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

10. ADA COMPLIANCE.

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

11. MISCELLANEOUS.

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

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

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

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

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

14. NOTICES.

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

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

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

Contractor: Gunnison Conservation District
216 N. Colorado Street
Gunnison, CO 81230

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

15. GOVERNING LAW.

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

16. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

17. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements,

proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

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

18. PUBLIC RECORD

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____

Colorado Special Districts Property and Liability Pool

# CERTIFICATE OF COVERAGE

Certificate Number
CERT-007404

**ADMINISTRATOR**
Colorado Special Districts Property and Liability Pool
c/o McGriff, Seibels & Williams, Inc.
PO Box 1539
Portland, OR 97207-1539

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**NAMED MEMBER**
Gunnison Conservation District
216 N. Colorado
**Gunnison, CO 81230**

**COMPANIES AFFORDING COVERAGE**

| | |
|---|---|
| COMPANY A: | Colorado Special Districts Property and Liability Pool |
| COMPANY B: | |
| COMPANY C: | |
| COMPANY D: | |
| COMPANY E: | |

**COVERAGES**

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

| CO LTR | Type of Coverage | Coverage # | Effective Date | Expiration Date | LIMITS | |
|---|---|---|---|---|---|---|
| A | General Liability<br>☒Commercial General Liability<br>☒Public Officials Liability<br>☒Employment Practices<br>☒Occurrence | POL-0006338 | 01/01/21 | 12/31/21 | General Aggregate | Unlimited |
| | | *Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) $387,000 for an injury to any one person in any single occurrence; and (b) $1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed $387,000 for each injured person. | | | Each Occurrence* | $2,000,000 |
| A | Automobile Liability<br>☐Scheduled Autos<br>☒Hired Autos<br>☒Non-Owned Autos | POL-0006338 | 01/01/21 | 12/31/21 | Each Occurrence* | $2,000,000 |
| | Auto Physical Damage<br>☐Scheduled Autos<br>☐ Hired Autos | | | | | |
| | Excess Liability<br>☐Other Than Umbrella Form | | | | General Aggregate | |
| | | | | | Each Occurrence* | |
| | Property<br>☐ | | | | | |

Description:
Gunnison County is listed an Additional Covered Member under Commercial General Liability only with respect to their interest as outlined under written contract. Only those liabilities covered by the Pool's coverage document for the Member District shall apply and is subject to the provisions and limitations contained in the Colorado Governmental Immunity Act C.R.S. 24-10-101, as amended. Should any of the described policies be cancelled before the expiration date thereof, 30 days' notice shall be delivered in accordance with the policy's cancellation provision.

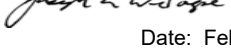
**CERTIFICATE HOLDER**

Gunnison County
200 E. Virginia
Gunnison, CO 81230

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.

AUTHORIZED REPRESENTATIVE:
By: Joseph E. DePaepe



Date: February 12, 2021

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/03/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Pinnacol Assurance<br>7501 E. Lowry Blvd.<br>Denver, CO 80230-7006 | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Pinnacol Assurance | 41190 |
| INSURED<br>Gunnison Soil Conservation Dist<br>216 N Colorado<br>Gunnison, CO 81230 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 31205 | 01/01/2021 | 01/01/2022 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 100,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Unless otherwise stated in the policy provisions, coverage in Colorado only.

**CERTIFICATE HOLDER**

2154996
GunnisonCD2006@gmail.com
216 North Colorado Street
Gunnison , CO 81230
GunnisonCD2006@gmail.com

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

**Pinnacol Assurance**

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ACORDs provided by Forms Boss. www.FormsBoss.com; (c) Impressive Publishing 800-208-1977

**Coverage Information for 31205** ESTIMATED PREMIUM

**Location:** Gunnison Soil Conservation Dist
216 N Colorado
Gunnison, CO 81230

**Period:** 01/01/2021 - 01/01/2022

| Class | RT | Description | Emp | Payroll | Rate | Prem Charge |
|---|---|---|---|---|---|---|
| 881105 | BD | Municipal, township, county, non-salaried board member & trustee | 6.00 | $93,600 | .051600 | $48 |
| 874205 | EM | Salespersons or collectors-outside | 1.00 | $44,563 | .258000 | $115 |
| 881005 | EM | Clerical office employees NOC | 1.00 | $13,369 | .137600 | $18 |
| **Total for Gunnison Soil Conservation Dist** | | | | $151,532 | | **$181** |

| Description | Period | Adjustment | Amount |
|---|---|---|---|
| Ratable Manual Premium | 01/01/2021 - 01/01/2022 | | $181 |
| Designated Provider Discount | 01/01/2021 - 01/01/2022 | .975 | $5- |
| Annual Policy Fee | 01/01/2021 - 01/01/2022 | | $160 |
| Terrorism Insurance Coverage | 01/01/2021 - 01/01/2022 | | $8 |
| Catastrophe Insurance Coverage | 01/01/2021 - 01/01/2022 | | $15 |
| Net Estimated Annual Premium | 01/01/2021 - 01/01/2022 | | $359 |

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# CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the 1st day of January, 2021, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Gunnison Conservation District, whose address is 216 N. Colorado Street, Gunnison, Colorado 81230 (herein "Contractor").

## RECITALS

The Contractor desires to provide professional services regarding services to the community as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

## AGREEMENT

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

1. SERVICES.

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

2. TERM.

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

3. STRATEGIC RESULT.

Contractor agrees to submit a final project report in January of 2022 using the form identified as Appendix B that will identify how Contractor has fulfilled the following strategic result:

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Execution of this Agreement will assist the County with its Promote Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Five Thousand and No/100 U. S. Dollars ($5,000.00). Quarterly payments will be distributed by the County upon submittal of appropriate documentation.

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).

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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

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

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

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Program administered by the Social Security Administration and Department of Homeland Security.

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

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

Contractor: Gunnison Conservation District
216 N. Colorado Street
Gunnison, CO 81230

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

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

17. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements,

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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.

18. PUBLIC RECORD

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: DocuSigned by: Jan Coury 27AGE61D03874BD... _____

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Acknowledgment of County Manager Signature; Grant

**Action Requested:** County Manager Signature

**Parties to the Agreement:** Gunnison County - ONDCP/CDC

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

**Summary:**

this need original signature, print and date in pen - I can bring an original upstairs when ready.

**Fiscal Impact:**

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

**Finance Review:** (●) Required ( ) Not Required

Comments:
No County match, 100% grant requested.

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 3/23/2021

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

Comments:
Reviewed and appears legally sufficient at this time. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 3/22/2021 Certificate of Insurance Required

Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/29/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

# Attachment 1 – Assurance of Legal Eligibility

**As the Statement of Legal Eligibility**, attach either Attachment 1 or Attachment 2. If the coalition is applying for this grant on its own behalf (as the Legal Applicant eligible to receive Federal funding), use Attachment 1. If the coalition is partnering with an outside agency as its grant award recipient/legal applicant (Ineligible to receive Federal funding on its own), use Attachment 2.

A coalition applying on its own behalf **must** answer the following questions and sign below.

1. Is the coalition serving as its own legal grant award recipient? X☐ Yes ☐ No
2. Is the coalition's name listed in Item #8 on the SF-424 of this application? X☐ Yes ☐ No

If the answer to both of these questions is "yes", the applicant coalition **must** sign and date the Statement of Legal Eligibility below and include as Attachment 1.

If the answer to **either** of these questions is "no", then the coalition **must** enter a relationship with an entity eligible to receive federal funds and submit a **Memorandum of Understanding (MOU)** (see Attachment 2) and include as Attachment 2.

**PLEASE NOTE**: Although your coalition may exist within another organization that is eligible to receive Federal funding, a Memorandum of Understanding may still be required. If the coalition's name does not appear on Line #8 of the submitted SF-424 with the corresponding Employer/Taxpayer Identification Number (EIN/TIN), then a Memorandum of Understanding **must** be submitted as part of the coalition's application. Not doing so will deem your application statutorily ineligible and will not move forward to peer review.

## Statement of Legal Eligibility

I, ***Kari Commerford*** hereby certify that ***Gunnison County Substance Abuse Prevention Project (GCSAPP)*** is legally eligible to receive federal funding.

Kari Commerford
Official Coalition Representative's Name

Kari Commerford
Official Coalition Representative's Signature

Project Director — 3/18/21
Title — Date

**NOTE:** All forms must be dated between January 2020 and the deadline for the submission of this application. All forms require handwritten signatures and dates or they will be screened out and not move forward to merit review.

# Attachment 3 – Disclosure of Drug-Free Communities Support Program Funding

**Please identifying the category that represents the applicant coalition:**

X☐ **Former DFC Grant Award Recipient**
☐ **Current DFC Grant Award Recipient**

| Former or Current DFC Grant Award Number | Legal Applicant/Grant Award Recipient Name | Coalition Name | Years of Funding |
|---|---|---|---|
| 2H79SP015650-06 | | | 09/30/2009 – 09/29/2019 |
| | | | |
| | | | |
| | | | |

By signing below, I attest that the *Gunnison County Substance Abuse Prevention Project (GCSAPP)* is either a current of former DFC grant award recipient and therefore eligible to apply for the FY 2021 CARA local Drug Crises Grants. I also attest the information provided in the table is true and correct.

Kari Commerford
Official Coalition Representative's Name (Print)

Kari Commerford
Official Coalition Representative's Signature

3/18/21
Date

Matthew Birnie
Legal Applicant/Grant Recipient Representative's Name (Print)

Legal Applicant/Grant Recipient Representative's Signature

3/30/2021
Date

## Attachment 4 – Statement of Rates of Misuse of Opioids or Methamphetamines

All applicant organizations must provide documentation based on local data to demonstrate that the local rates of misuse of opioids or methamphetamines are higher than the national average.
Here are three data sources to assist you in determining the national average for rates of opioids and methamphetamines in addition to your local data sources.

2018 National Survey on Drug Use and Health (NSDUH)
https://www.samhsa.gov/data/report/2018-nsduh-annual-national-report
NIDA Monitoring the Future: Report and Data Tables
http://monitoringthefuture.org/data/19data.html#2019data-drugs
Youth Risk Behavior Survey (YRBS)
https://www.cdc.gov/healthyyouth/data/yrbs/feature/index.htm#:~:text=The%202019%20YRBS%20results%20present%20a%20promising%20picture,engaging%20in%20behaviors%20that%20put%20them%20at%20risk.

Document the local rate of misuse of **opioids or methamphetamines** is higher than the national average.

| **Opioids** | | **Rates of Misuse** | **Source of Data** |
|---|---|---|---|
| | **National Rates** | 7% (Current misuse)<br>14% (Misuse in lifetime) | Youth Risk Behavior Survey (YRBS) |
| | **Local Rates** | 5.8% (Prescription pain meds)HS<br>15.1%(Prescription pain meds)HS | Health Kids Colorado Survey 2019 HKCS (Past 30 day use)<br>Health Kids Colorado Survey 2019 HKCS (Lifetime use) |

**Or**

| **Meth-amphetamines** | | **Rates of Misuse** | **Source of Data** |
|---|---|---|---|
| | **National Rates** | | |
| | **Local Rates** | | |

As the Legal Applicant/Grant Recipient Representative of the applicant organization, I attest that the above information is accurate.

Kari Commerford
Official Coalition Representative's Name (Print)

Kari Commerford
Official Coalition Representative's Signature

3/18/21
Date

Matthew Birnie
Legal Applicant/Grant Recipient Representative's Name (Print)

Legal Applicant/Grant Recipient Representative's Signature

3/30/2021
Date

# Attachment 5 - One Set of Coalition Meeting Minutes

Coalition Meeting Date: April 22nd, 2020

Attendees:

- Emily Mirza – youth serving organization
- Betty Sue – youth serving organization
- Marsha Thorson – healthcare professional
- Katie Hunt – substance abuse treatment provider (other)
- Jenny Birnie – parent
- Scott Cantril - School
- Rob Whiting- law enforcement
- Timoni Slusher - parent
- Tracy Griffin - parent
- Mary Beth Kelley- parent of youth lost to overdose
- Eric Barker – youth serving professional
- Denise Ruiz – volunteer group
- Mac Gray – youth
- Devan Haney – State govt. multicultural resource
- Andrew Butterfield – civic – project hope
- Jessica Willis - parent
- Melodie Heberley – healthcare/pharmacy
- Clay Curtis – youth serving
- Eva Paul - healthcare
- Judge Patrick – law enforcement (district judge)
- Tina McGuiness – youth serving organization
- Heidi Bogart – business/parent
- Lana Athey – youth serving organization
- Kari Commerford – youth serving organization
- Kyle Tibbett – state govt. public health

Meeting Topic: Humanizing Addiction video showing and community discussion.

Notes: During this meeting we hosted a zoom showing and discussion of our locally produced video "Humanizing Addiction". As part of our work to decrease Opioid misuse and address SUD/OUD 4 local professionals and three community members with lived experience helped to create a video to explain the correlation between adverse childhood experiences and SUD/OUD. The coalition viewed the video for the first time during this meeting and had breakout discussions about what we are doing well and areas for improvement for SUD/OUD prevention, treatment and recovery based on the topics addressed. We decided to utilize the video monthly over zoom to engage other members of the community and hold discussions across community groups. The coalition is excited to have this local video available for ongoing discussion and to really help de-stigmatize SUD/OUD. We also discussed other efforts that are currently in place – drop off boxes ongoing at locations across the valley, education on where drop off boxes are and why to use them, direct education in schools, Narcan education and distribution and provider education. Video link - https://www.youtube.com/watch?v=6XC1sTuR6mU

# Attachment 7 – CARA Act Program Evaluation Requirements

As Attachment 7, the legal applicant/grant recipient and/or official coalition representative must indicate the coalition's acknowledgement and understanding that it will participate in the National Cross-Site Evaluation requirements as determined by ONDCP.

The goal of this program is to prevent and reduce the abuse of opioids or methamphetamines and the abuse of prescription medications among youth ages 12-18 in communities throughout the United States.

Grant recipients are required to collect data on prescription drugs (opioids only) and/or methamphetamines. More information on specifics of this data collection will be provided at the time of award.

By signing below, I attest that the GCSAPP acknowledges and understands that we will participate in the Comprehensive Addiction and Recovery Act (CARA) Community-based Coalition Enhancement Grants to Address Local Drug Crises Grants National Cross-site Evaluation.

Kari Commerford

Official Coalition Representative's Name (Print)

Kari Commerford

Official Coalition Representative's Signature

3/30/21

Date

Matthew Birnie

Legal Applicant/Grant Recipient Representative's Name (Print)

Legal Applicant/Grant Recipient Representative's Signature

3-30-2021

Date

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## Abstract

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. 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] Gunnison County's prevalence of Adverse Childhood Experiences (ACEs) include physical abuse, neglect, sexual abuse, emotional abuse and parental mental health/substance use disorder (SUD). The most frequent ACE is neglect, which spiked between January and March of 2020. Gunnison Valley Hospital (GVH) has seen a 500% increase in admits to the ER for behavioral issues 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. Additionally, the GCSAPP coalition has seen a decrease in past 30-day use between 2009 and 2017 in all targeted substance (alcohol, marijuana and tobacco) except prescription drugs. Our prevention goals will include enhancing skills to promote community education and patient safety; providing support to increase involvement in drug-free/healthy activities in the school and community with an emphasis on serving higher risk youth, including LGBTQ and youth who have experienced trauma; enhance access/reduce barriers for systems and services that help prevent youth opioid use through our FAST program; and continue to promote and educate about drug-take back events.


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

**Background:**

In 2006, Gunnison County was identified by a SPF SIG project, the Colorado Prevention Partners (CPP) as one of 14 counties in the state at highest risk for substance abuse. The County ranked second among all Colorado counties for Adult Alcohol-Related Arrest Rates, and ranked third among the state's frontier counties for Juvenile Drug-Related Arrests Rate. These factors led to CPP awarding the County a non-competitive grant to prevent substance abuse at the community and systems level. The grant resulted in the creation of the Gunnison County Substance Abuse Prevention Project (GCSAPP) in 2007, and has allowed the County to address substance abuse prevention efforts targeted to the youth population. GCSAPP was awarded a Drug Free Communities (DFC) grant in September of 2009 and again in 2015. Through the DFC grant GCSAPP was successful in reducing past 30-day youth substance use rates of Alcohol and Marijuana. For the past 5 years GCSAPP has been awarded the Communities that Care (CTC) grant. Communities that Care is a framework which uses a public health lens to address prevention efforts through an upstream approach. In addition, GCSAPP utilizes the social ecological model to create interventions within the individual, familial, and community spheres. The mission of 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.

Using 8 years of longitudinal data from the Healthy Kids Colorado Survey, Colorado Behavioral Risk Factor Surveillance System data, Gunnison County Community Survey from 2017/2019 and the Community Health Needs Assessment from the Gunnison Health system 2019, Gunnison County has prioritized the following three risk factors in the County; community norms favorable towards substance use, high availability of substances with prescription drugs being the only substance trending upward, and extreme economic deprivation with emphasis on adverse childhood experiences and toxic stress.

Gunnison County's prevalence of Adverse Childhood Experiences (ACEs) include physical abuse, neglect, sexual abuse, emotional abuse and parental mental health/substance use disorder (SUD). The most frequent ACE is neglect, which spiked between January and March of 2020. Gunnison Valley Hospital (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 populations. Additionally, Project Hope, Gunnison County's advocacy group for domestic violence, sexual assault, and/or human trafficking is seeing an increase in services in 2020.

GCSAPP keeps a pulse on mental health rates as part of their substance abuse prevention efforts. Gunnison County has seen an increase of death by suicides in the past three years. From 2016 to 2019 Gunnison County experienced an average of 8 suicides per year with a total of 33 deaths over the 4-year period. In 2016 Gunnison County saw 10 deaths by suicide, in 2017 there were 8, in 2018 there were 9, and 2019 there were 6. Of those who ended their life by suicide 32% were receiving mental health treatment according to the Colorado Violent Death Reporting System, 2016-2018, Colorado Department of Public Health and Environment. Additionally, between 2016 and 2018, 32% of Gunnison County residents who ended their life by suicide had a toxicology report that indicated alcohol present at death compared to the state rate of 28%, for

opioids present the rate was 20% compared to the state rate of 13.6%. GCSAPP understands that the high rate of suicide violence impacts the health of all residents.
In a state with high substance use rates, Gunnison County's are among the highest. In the US, Colorado is 9th highest in drug use by state, 4th highest in number of drug users and 3rd highest in number of adults with unmet drug treatment needs. The adult excessive drinking rate in Gunnison County was 25.5% between 2016 and 2018, third highest in the state. CDPHE's Community Level Estimates (CO BRFSS data 2014-17) list Gunnison County in the highest quintile for marijuana use, heavy drinking, and binge drinking; GCSAPP understands that this increases the risk for Opioid misuse. Youth growing up in Gunnison County are exposed to alcohol use and abuse and experience relaxed social norms. The ski and tourism industry, alongside the ranching sub-culture, promote alcohol through advertisements and norms of casual use. GCSAPP has identified community norms favorable towards substance use as one of our primary risk factors, this is substantiated by local survey data from adults.
As with most rural, frontier regions, health disparities are prevalent. Access, availability, affordability, cultural variants, extreme poverty, and individual behavioral factors heighten behavioral health challenges. Gunnison County is designated as a Health Professional Shortage Area for primary care providers and mental health providers. Many residents of Gunnison County experience delayed medical care due to cost and lack of availability resulting in a large percentage of people who do not receive regular medical check-up. There is no doubt that high poverty rates, particularly among the Hispanic population, are a huge barrier to accessing care. Gunnison Valley Hospital (GVH) completed a community health needs assessment in 2017. This assessment ranked behavioral health and substance use needs as among the highest health needs in the county: Mental Health (ranked # 1), Suicide (#4), Alcohol (#5) and Drug Abuse (#18). As a rural frontier community, one of Gunnison County's most challenging determinants of health is stigma. With three grocery stores, three pharmacies, and one (recently closed) 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 psychiatrist who is treating your husband for SUD. The paradox of this and other sparsely-populated rural communities is that while anonymity is non-existent, isolation is pervasive. Other identified social and structural determinants of health leading to inequities in Gunnison County include: lack of affordability and access to basic needs (including housing and food security), lack of affordable health care (primary and behavioral), shortage of culturally diverse health/behavioral health providers, lack of childcare, high rates of substance use and low perception of risk in youth and adults with no inpatient or intensive out-patient services. Fifty-eight percent of renters pay over 30% of their household income for rent each month and 26% of Gunnison County renters pay over 50% of their household income for rent. While an 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).

**Purpose:**

GCSAPP works across risk areas to address the root causes of substance use, mental health, suicidal ideations, violence, bullying, and risky sexual behavior with the understanding that risk factors and health outcomes are inherently interconnected. GCSAPP utilizes upstream and primary prevention efforts, beginning with elementary school children and their parents. This proposal will help to reduce barriers to accessing services that support families and prevent substance misuse; provide opportunities for healthy activities and connectedness for youth who

are at greater risk, including those who identify as LGBTQ and those who have experienced adversity; and enhance community awareness of prevention efforts including drop boxes and safe use and provider practices.

**Outcomes:**

**Goal: Prevent local youth opioid and prescription drug use/misuse among youth aged 12-18 by engaging with a diverse range of sectors in the community**

| Strategies/Activities | Short-term Outcome | Intermediate Outcomes | Long-term Outcomes |
|---|---|---|---|
| **Enhance skills** - to promote community education and patient safety. (community/parent education, provider education – prescribing practices and ACE's) | Increase community awareness of the drug drop-off boxes.<br><br>Increase prescriber education of the connection between ACE's and SUD/OUD | Increase community utilization of the drug drop-off boxes.<br><br>Increase the number of prescribers who screen for SUD/OUD and/or ACE's. | Shift community norms to dispose of unused prescription drugs.<br><br>Decrease the number of opioids prescribed. |
| **Provide support** – provide support for Gay Straight Alliance (GSA) youth and families.<br><br>Provide/support opportunities for substance-free events that build connectedness | Increase awareness of the disproportionally high substance use rates and declining mental measures of LGBTQ youth.<br><br>Collaborate with community partners to promote family events. | Increase resources for LGBTQ youth and their families by conducting focus groups.<br><br>Support/provide opportunities for substance-free family events. | Decreased rate of substance use and increased mental health measures on HKCS.<br><br>Increase the number of youth who report having an adult to go to for help with a serious problem on HKCS. |
| **Reduce Barriers** – work with schools to have staff onsite three days a week to be meet with families to connect them to community prevention resources. | Increase availability of FAST staff at school sites across the district and build relationships with school staff. | Increase of families utilizes behavioral health services. | Decrease ACE's in youth 5-18 as measured by Child Protection Services and GVH's Behavioral Health Department. |

**Strategies and Activities:**

**Strategy I: Enhance skills to promote community education and patient safety.**

Approach 1 – Increase community/parent education.

- Work with media outlets to distribute informational cards on understanding pain, safe storage and disposal of prescription drugs.
- Run a three-week social media campaign about opioid misuse and local resources
- Hold one for parents and community members in collaboration with local Orthopedic Doctors and community members with lived experience.

- Hold one event to show the "Understanding Addiction" local video and have a community discussion about OUD/SUD and ACE's

Approach 2 – Host prescriber education events

- Hold one provider event in collaboration with the Colorado Consortium for Prescription Drug Abuse and facilitate a community discussion.
- Work with GVH and private clinics to offer ACE trainings to providers.
- Work with GVH and private clinics to identify a SUD/OUD screening tool

**Strategy II: Provide support to increase involvement in drug-free/healthy activities that build connectedness with an emphasis on youth who are at greater risk, including those who identify as LGBTQ and those who have experienced adversity.**

Approach 1- Increase resources for GSA's.

- Increase awareness of the disproportionally high substance use rates and declining mental measures of LGBTQ youth to stakeholders; school, parents, policy makers.
- Conduct focus groups with youth to help identify what resources are needed/wanted.
- Bring information from focus groups to the Youth Subgroup of the Health Coalition to diversify support and funding.
- Assist in providing and supporting identified resources.

Approach 2 - Provide/support opportunities for substance-free events that build connectedness.

- Work with community partners to educate on the risk factor of "community norms favorable towards substance use" and the importance of having family friendly substance-free events.
- Identify events already scheduled to take place and help promote across media outlets and provide additional support as needed; staff time.
- Host two family-friendly substance free event in the community.

**Strategy III: Reduce Barriers – Decrease barriers to accessing behavioral health and prevention services.**

Approach 1 – Work with schools to have staff onsite three days a week to be present, available and meet with families to connect them to community prevention resources.

- Meet with school administration to discuss Family Advocacy and Support Team being included in their Social Emotional Learning strategic plan for 2021-2024.
- Dedicate staff time to be present at school sites 3 days a week during drop-off or pick-up times.
- Provide trainings about community resources to school staff bi-annually.
- Provide resource materials to parents about community resources across the community and at school events.

**Collaborations:**

GCSAPP has adopted the public health-based approach called for in the 2016 Facing Addiction in America: The Surgeon General's Report on Alcohol, Drugs, and Health which aims to address the broad individual, environmental, and societal factors that influence substance misuse and its consequences, to improve the health, safety, and well-being of the entire population. It aims to understand and address the wide range of interacting factors that influence substance misuse and substance use disorders in different communities and coordinates efforts across diverse stakeholders to achieve reductions in both OUD and ACE's. Currently, all 12 Sectors are engaged in addressing the abuse of opioids and prescription drug misuse and abuse. However, the opioid crisis has spread so broadly, and penetrated so deeply, it demands wide-scale, integrated solutions, with contributions from all impacted sectors of the community. In some

cases, the full-diversity of each sector needs to be better examined to identify sub-sectors within the sector. The concept of an "ecosystem" provides a metaphor for the kind of collaboration needed to take on the opioid epidemic. Such a broad crisis requires an equally broad response, with collaboration from stakeholders in all of the ecosystem's many diverse sectors.
Gunnison County is a collaborative community by nature. When applicable, prevention partners in Gunnison County share funding to achieve objectives and prevention partners throughout the valley and are dedicated to developing competencies for volunteers and personnel. The Health Coalition of the Gunnison Valley is a large coalition that is the umbrella for almost all of the community organizations, coalitions and nonprofits, the Program Director sits on the Leadership team of the Health Coalition and Chairs the Youth sub-group. GCSAPP Community stakeholders include the 7th District Judicial Court Judge, Chief of Police, Crested Butte Marshal, Mt. Crested Butte Marshal, City of Gunnison, Town of Crested Butte, Town of Mt. Crested Butte, Gunnison Valley Health, Center for Mental Health, Community Foundation of the Gunnison Valley, Western Colorado University, Project Hope, Multicultural Resource Center, Early Childhood Council and parent, youth and community representative. Additionally, GCSAPP will outreach to the Division of Adolescent and School Health and Adverse Childhood Experiences, Division of Violence Prevention in order to strengthen the work in our community.

**Target Population and Health Disparities:**

The target population for this grant is Gunnison County youth K-12th grade and the broader community. In order to achieve the goals of this grant and alleviate health disparities GCSAPP will use the socioecological model in our strategies and programming. Some efforts will address the individual level with specific emphasis on serving youth who identify as LGBTQ> Some efforts will address the family level with specific emphasis on parents of young children, and efforts will target the societal and systems level by providing services to the greater community with emphasis on school, healthcare professionals, and policy makers.
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 half of county residents are between the ages of 0 and 35 (Gunnison Valley Health, 2019). Two reasons Gunnison County has such a high population of young adults is the existence of Western Colorado University (WCU) which lies within the city limits of Gunnison, and the outdoor tourism-driven economy. According to 2019 Health Kids Colorado Survey (HKCS) Data (Highschool only no data for middle school) 14.3% of youth identify as Gay/lesbian/bisexual and 1% of adult County resident identify as Gay/lesbian/bisexual. There are limited resources and education for our LGBTQ community members. Concerning mental health indicators have been on the rise, longitudinal data since 2010 shows increases in major depressive disorder, suicidal ideations, and attempts. 29.6% of 9th-12th grade students indicated feeling sad or hopeless for two weeks or more out of the past 30 days; in 2010 the rate was 15% (HKCS, 2010 and 2019). 17.6% of 9th-12the grade students seriously considered suicide and 5.1% attempted. 41.2% of the youth who considered suicide identify as LGBTG (HKCS, 2019).
The City of Gunnison's demographics offer a measure of diversity, with a 14.7% Hispanic population verse the county measure of 9%. County Census data reports 87.1% of residents identifying White alone, 2.6% identify as American Indian/Native Alaskans, and 1.9% identify as 2 or more races. This City of Gunnison's rate of growth in Hispanic population is in line with diversity growth across the rural United States (Census.gov). However, we continue to see a diversity gap in our local power structure that has not kept up with the change in demographics.

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 less per year on average making the rural community residents vulnerable to financial insecurities. Additionally, many of the community members who fall into this category are ineligible for services based on education and/or income. This is the double-edge-sword of middle and lower middle-class America.

In addition, Gunnison County is growing rapidly. (Census.gov) 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. The media often generalizes rural America as white, marginalizing the many rural communities of color across the US. Rural America and rural white America are not the same, and both exist in Gunnison County. Differences between the Crested Butte end of the valley and the City of Gunnison end (South) are stark. A plethora of second homes, a high school listed in the Forbes top 100, a 9% poverty rate, and a population that is 96.7% white define the charming resort town of Crested Butte. Contrast that with the City of Gunnison's 25.6% poverty rate, and a picture of wealth distribution becomes clear. Greater wealth = better schools = higher cost of living. This fosters a commuter culture where Crested Butte's workforce lives down valley resulting in a degree of wealth and class segregation.

Two of our biggest risk factors that was identified during the CTC community assessment are "Community Norms favorable to substance use" and "high availability of substances". This is true for both our youth and adult population and is more pervasive in the North end of the valley. Substance use rates have been steadily increasing for youth, binge drinking rates are currently higher than the region, state and nation with 27% of high school youth indicating binge drinking in the last 30 days (4 > drinks for women and 5 > drinks for men). 15.1% of $9^{th}$-$12^{th}$ grade youth have taken a prescription pain medicine without a doctor's prescription one or more times during their life (HKCS, 2019). 22.9% of $9^{th}$-$12^{th}$ grade youth think it is sort of or very easy to get prescription drugs without a prescription (HKCS, 2019). In addition, 19.2% of high school youth report they could easily access illicit drug such as cocaine, methamphetamines, or LSD.

**Applicant Evaluation and Performance Measurement Plan:**

1. **How will we collect performance measures? Available data source?**

| Performance Measure | Process Indicator | Outcome Indicator | Data Source |
|---|---|---|---|
| **Year 1 - Increase of amount prescription medication being disposed of at drop box locations and take back events by 5% and increase the number of youths who report having an adult to go to for help with a serious problem by 2% using HKCS 2019 data as a baseline.** | Create social media campaign, set dates for events.<br><br>Set dates for focus groups | Disseminate information and hold events.<br><br>Hold focus groups and help provide resources identified. | Social media platform, sign-in sheets, lbs. disposed<br><br>HKCS |
| **Year 3 - Decrease in the perception of access to prescription drugs on Healthy Kids Colorado** | Creating social media campaign, planning and marketing events, conducting focus | Media Campaign launched and number of | HKCS |

| | | | |
|---|---|---|---|
| **Survey and Community Survey by 5% and decrease the number of youth who report feeling sad or hopeless more days than not for the past two weeks by 3% using HKCS 2019 as baseline.** | groups with youth, collaborating across youth-serving organizations for resources/sustainability. | people reached, number of people at events, meeting notes | |
| **Year 5 – Decrease the number youth who report lifetime opioid/prescription drug use/misuse among youth aged 12-18 by 3% on HKCS using 2019 baseline data (15.1%) and move the community risk factor of "community norms favorable towards substance use" to a lower level risk as evidenced by the CTC prioritized rankings.** | Onsite school support weekly, parent and community education, youth supports | Monthly reports from FAST Coordinator and school, events held, ongoing focus groups | HKCS |

**2.How will you respond to the evaluation questions?**

The Program Director will be required to report all grant related measures. Staff time will be dedicated to reporting as needed.

**3.How will you use evaluation findings for continuous program quality improvement?**

Research and evaluation results are used to inform program changes that will improve outcomes. GCSAPP staff are exceedingly experienced at monitoring and tracking programs for fidelity, dedicate staff time to weekly tracking tasks and are committed to the highest levels of professionalism in program administration. GCSAPP has facilitated the administration of the HKCS in Gunnison Watershed School District for the last 12 years and information is locally available annually. This survey is administered to over 840 youth and CU Denver evaluates and creates local, health statistic region and state reports that we receive annually. HKCS data will be used to collect past 30-day use rates for alcohol, marijuana and prescription drugs, binge drinking rates, perception of harm for marijuana and alcohol, and protective factors. The GCSAPP coalition uses education, policy and programming informed by community data, needs and culture to promote protective factors and reduce risk factors." The coalition lets data tell the story (quantitative and qualitative), and is committed to addressing all community risk factors and protective factors using evidence-based and culturally relevant programming that fits our community. Data also allows GCSAPP to embrace change and as a mobilized coalition we can address additional risk and protective factors as applicable. GCSAPP has also administered community surveys, rotating every 3 years since 2010. This provides us information about parental and community member's perception of both their own children's use and other youth in the community. It also asks about perception of harm and community norms. GCSAPP will also use local and regional health data from community partners; GVH, CMH, GVM, and WCPHP.

**4.How will key program partners participate in the evaluation and performance measurement planning process?**

As a GCSAPP Coalition we have representation across all 12 sectors. The Coalition oversees all strategic planning and participates in evaluation. We will continue to utilize the coalition in this format.

**Organizational Capacity of Applicants to Implement the Approach:**

GCSAPP's Program Director is empowered to make the Coalition's day-to-day decisions as well as manage all operations. When it comes to making decisions related to our efforts to reduce youth substance use, GCSAPP involves the Executive Committee and members of the coalition. The Program Director compiles and presents community related data and youth reported data to coalition members and seeks their input. We make decisions in coalition meetings and those decisions are confirmed by the Executive Committee before moving forward on implementing strategies. GCSAPP has developed and abides by a set of policies and procedures that guide leaders' roles in maintaining the coalition. We recognize that successful coalitions have built-in flexibility to address various issues within prevention. We promote inclusiveness (*i.e.,* everyone has a voice) and ownership among all members.

GCSAPP coalition meetings are open to all community members and our meeting schedule is posted publicly. GCSAPP strives to provide an equal opportunity for all participants, and anyone who attends meetings may vote and provide input. Finally, committees are integral to our work, and there is at least one committee in operation at any given time, working towards the implementation of the goals. Currently, we have a funding and sustainability committee, a youth outreach committee, a risk and protective factor data committee and a resources assessment committee that meet monthly. We seek out key stakeholders as needed when working on specific goals and implementation, such as the Superintendent when working towards better collaboration with the schools, or Western Colorado University's Administration when working towards reducing access to drugs and alcohol for college freshmen.

In addition to regularly scheduled coalition meetings, we host meetings with representatives from our Spanish speaking community with the help of an interpreter, and we schedule zoom meetings regularly for individuals who can't attend in person. We are actively recruiting new members to the coalition from Crested Butte and the non-English speaking population.

GCSAPP designates the coalition's formal leadership as the Program Director, Project Coordinator and the Executive Committee. The Program Director and Project Coordinator perform duties as outlined in their job descriptions and are paid staff. The Executive Committee advises the staff and coalition on strategic planning, coalition meeting agenda setting and provides consultation and oversight to GCSAPP efforts.

Day to day financial decisions are overseen by the Program Director and guided by GCSAPP's strategic plan. Gunnison County manages the financial aspects and oversees major spending and revenue generation of GCSAPP. Each expenditure is vouchered, reviewed by Juvenile Services Director, and then processed by the county accountant. For purchases or revenue requiring contract agreements, the county's board of commissioners reviews the appropriate documents and signs accordingly. GCSAPP cannot enter into contracts without the signature of the County Manager or the board of commissioner chair person. Annually, GCSAPP Program Director works closely with Juvenile Services Director and the County's Finance Accountant to prepare budgets for the upcoming fiscal year.

**12 Month Work Plan:**

**Goal 1:** *Prevent the abuse of opioids and prescription medications through a 3% reduction in initiation of use among youth ages 12-18 by June 2024 as indicated by the Health Kids Colorado Survey using 2019 as baseline data.*

***Objective 1:*** *Increase of amount prescription medication being disposed of at drop box locations and take back events by 5% and increase the number of youths who report having an adult to go to for help with a serious problem by 2% using HKCS 2019 data as a baseline.*

**Strategy 1:** *Enhance skills to promote community education and patient safety.*

| Activity | Who is Responsible? | By When? |
|---|---|---|
| Work with media outlets to distribute informational cards on understanding pain, safe storage and disposal of prescription drugs. | Youth Coordinator, Communication sub-group of Coalition, Health Coalition | August 2021 |
| Run a three-week social media campaign about opioid misuse and local resources | Youth Coordinator | September 2021 |
| Hold education events in collaboration with local Orthopedic Doctors and community members with lived experience. | Youth Coordinator, Communication sub-group of Coalition, Health Coalition | October 2021 |
| Hold one event to show the "Understanding Addiction" and have a community discussion about OUD/SUD and ACE's | Program Director, Youth Coordinator, Health Coalition | October 2021 |
| Hold one provider event in collaboration with the Colorado Consortium for Prescription Drug Abuse and facilitate a community discussion around managing pain. | Program Director, Health Coalition Leadership | February 2022 |
| Work with GVH and private clinics to offer ACE trainings. | Program Director, Health Coalition Leadership | March 2022 |

**Strategy 2:** *Provide support to increase involvement in drug-free/healthy activities that build connectedness with an emphasis on youth who are at greater risk, including those who identify as LGBTQ and those who have experienced adversity.*

| Activity | Who is Responsible? | By When? |
|---|---|---|
| Increase awareness of the disproportionally high substance use rates and declining mental measures of LGBTQ youth to stakeholders; school, parents, policy makers | Youth Coordinator, Communication sub-group of Coalition, Health Coalition | August 2021 |
| Conduct focus groups with youth to help identify what resources are needed/wanted to support the GSA's. | Youth Coordinator, Youth Advisors | September 2021-November 2021 |
| Bring information from focus groups to the Youth Subgroup | Youth Coordinator, Youth Advisors | January 2022 |

| | | |
|---|---|---|
| of the Health Coalition to diversify support and funding. | | |
| Assist in providing and supporting identified resources. | Youth Coordinator, Health Coalition | March 2022 |

**Goal 2:** *Work to change the culture in the community from acceptance of substance use/opioid use by addressing the community risk factor of "community norms favorable towards substance use" to shifting it to a lower level risk as evidenced by the CTC prioritized rankings.*

**Objective 1:** *By June 2022, decrease the number of adults who report high acceptance for alcohol, marijuana and prescription drug use on the Community Survey by 5%; by 2023 move the risk factors of "Community Norms favorable to substance use" from our number one risk factor to number 3 or lower as determined by the CTC prioritized rankings.*

**Strategy III**: *Reduce Barriers – Decrease barriers to accessing behavioral health and prevention services by increasing cross-system collaboration.*

| **Activity** | **Who is Responsible?** | **By When?** |
|---|---|---|
| Meet with school administration to discuss FAST being included in their Social Emotional Learning strategic plan for 2021-2024. | FAST Coordinator, Coalition Executive Staff | July 2021 |
| Dedicate staff time to be present at school sites 3 days a week during drop-off or pick-up | FAST Coordinator, Program Director | August 2021-May 2022 |
| Provide trainings about community resources to school staff bi-annually. | FAST Coordinator | August 2021, January 2021 |
| Provide resource materials to parents about community resources across the community and at school events. | FAST Coordinator | September 2021-May 2022 |

**Strategy 2:** *Provide support to increase involvement in drug-free/healthy activities that build connectedness with an emphasis community and families.*

| | | |
|---|---|---|
| Educate community partners on the risk factor of "community norms favorable towards substance use" and the importance of having family friendly substance-free events | Youth and FAST Coordinator, Coalition and Health Coalition, Youth Advisors | August 2021-June 2022 |
| Identify events already scheduled to take place and help promote across media outlets and provide additional support as needed; staff time. | Youth and FAST Coordinator, Coalition and Health Coalition, Youth Advisors | August 2021-June 2022 |
| Host two family-friendly substance free event in the community for youth and families. | Youth and FAST Coordinator, Coalition and Youth Advisors | October 2021/May2022 |

**FY2021-2022 Budget Narrative and Justification**

**A. Personnel:** an employee of the applying agency whose work is tied to the application

**TABLE 7: FEDERAL REQUEST**

| Position | Name | Annual Salary/Rate | Cost to project | Total |
|---|---|---|---|---|
| Chief Financial Officer | Juan Guerra | $142,000 | 0% | 0 |
| Program Director | Kari Commerford | $85,000 | 10% | $8,500 |
| FAST Coordinator | Dawn Seitz | $50,274 | 20% | $10,055 |
| Youth Coordinator | Emily Mirza | $56,774 | 20% | $11,355 |
| | | | TOTAL | $29,910 |

**NARRATIVE JUSTIFICATION:** Funds are requested for the Program Director, Youth Coordinator and FAST Coordinator. They will direct all aspects of the coalition's activities as outlined in the 12-month plan. The Accountant II will oversee all budgetary activities and submit all budgetary requests and reports. No funds are requested for the Accountant II as this position is covered by Gunnison County General Funds. The Program Director will direct the program and oversee all aspects in addition to fulfill all reporting requirements. The FAST Coordinator The compensation rates are determined by the county and cost of living is calculated in the formula.

**FEDERAL REQUEST** (enter in Section B column 1 line 6a of form SF424A) **$29,910**
*2% of the Directors total salary is considered administrative expenses for the purpose of this funding ($2,000).*

**B. Fringe Benefits:**

**TABLE 9: FEDERAL REQUEST**

| Component | Rate | Wage | Cost |
|---|---|---|---|
| FICA | 7.95% | 18,500 | $2,378 |
| | | TOTAL | $2,378 |

**NARRATIVE JUSTIFICATION:** Any and all fringe are required for employees.
**FEDERAL REQUEST** (enter in Section B column 1 line 6b of form SF424A) **$2,378**

**C. Travel:**

**TABLE 11: FEDERAL REQUEST**

| Purpose of Travel | Location | Item | Rate | Cost |
|---|---|---|---|---|
| Local Travel | Gunnison County | 1,720 miles | .54/mile | $929 |
| | | | Total | $929 |

**NARRATIVE JUSTIFICATION:**
Funds are also requested to cover the cost of the in-county mileage to attend meetings and events that support work of the coalition and for staff to serve the Crested Butte Community.
**FEDERAL REQUEST** (enter in Section B column 1 line 6c of form SF424A) **$929**

**D. Equipment**:
**TABLE 13: FEDERAL REQUEST**

| Item(s) | Rate | Cost |
|---|---|---|
| None | | |
| | Total | $0 |

**NARRATIVE JUSTIFICATION:** NONE
**FEDERAL REQUEST** – (enter in Section B column 1 line 6d of form SF424A) **$ 0**

**E. Supplies**: Materials costing less that $5,000 per unit and often having one-time use
**TABLE 15; FEDERAL REQUEST**

| Item(s) | Rate | Cost |
|---|---|---|
| Supplies for Youth groups/focus groups | Paper/copies | $650 |
| | Markers | $125 |
| | Craft supplies | $908 |
| Supplies for Take Back campaign | | $1,000 |
| Family Friendly events - $500 per event to cover cost of supplies, space and materials x 2 | | $1,000 |
| | Total | $ 3,638 |

**NARRATIVE JUSTIFICATION:**
Supplies for the school based prevention strategies will include prevention publications, paper, craft supplies for school wide awareness activities, and other supplies needed to accomplish the work as outlined in the strategic plan. We are also requesting funds to purchase supplies for our proposed trainings and 2 Identification campaign. The coalition newsletter will publish timely articles that are informative on the harms of opioids and prescription drug use. Awards, electronic message board, coalition newspaper, and community flyers display the stores names who participate.
**FEDERAL REQUEST** – (enter in Section B column 1 line 6e of form SF424A) **$3,638**

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

| Name | | Cost |
|---|---|---|
| Youth/parent engagement programming. Partnering with community organizations to provide opportunities for healthy/substance-free activities for youth and parents to participate together for up to 50 families. | | $4,503 |
| Participant Incentive Costs for education events and focus groups | $15 x 100 people | $1,500 |
| | TOTAL | $6,003 |

**FEDERAL REQUEST-- (enter in Section B column 1 line 6f of form SF424A) $6,045**

**G. Construction**: **NOT ALLOWED** – NONE

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

**TABLE 19: FEDERAL REQUEST**

| Item | Rate | Cost |
|---|---|---|
| Web Hosting | Annual fee - $100 | $100 |
| PSA production with youth | Youth development of PSA production of 4 PSA @ $250psa | $1000 |
| Public Awareness Campaign via Billboard space, radio, online or newspaper advertisements for PSA messaging. | $500 per month x 12 months | $6,000 |
| | Total | $7,100 |

**NARRATIVE JUSTIFICATION:** Explain the need for each item and how their use will support the purpose and goals of this proposal. Be sure to break down costs into cost/unit: i.e. cost/square foot and explain the use of each item requested.

Funds are requested to continue CADCA membership which is an integral part of the coalition's plan to strengthen collaboration. Funds are also requested to pay for the positive alternative activities that the program director will carry out. These funds may include costs for locations, speakers, refreshments, or other costs as needed to ensure that the events are attractive to youth. Costs are based on past experiences of hosting positive alternative activities for youth. Funds are requested to pay for hosting of the website.

**FEDERAL REQUEST-- (enter in Section B column 1 line 6h of form SF424A) $7,100**

**TOTAL DIRECT COSTS:**
**FEDERAL REQUEST** (enter in Section B column 1 line 6i of form SF424A) **$50,000**
*6% of the budget is considered administrative expenses for the purposes of this grant ($3,000). 10% of the budget is considered data collection, performance measurement, and performance assessment expenses for the purposes of this grant ($2,500).*

**TOTAL INDIRECT COSTS:**
**FEDERAL REQUEST** (enter in Section B column 1 line 6j of form SF424A) **$0**

**TOTAL PROJECT COSTS: Sum of Total Direct Costs and Indirect Costs**
**FEDERAL REQUEST** (enter in Section B column 1 line 6k of form SF424A) **$50,000**

TABLE 21: BUDGET SUMMARY

| Category | Federal Request | Non-Federal Match | Total |
|---|---|---|---|
| Personnel | $29,910 | $0 | $29,910 |
| Fringe | $2,378 | $0 | $2,378 |
| Travel | $929 | $0 | $929 |

| | | | |
|---|---|---|---|
| Equipment | $0 | $0 | $0 |
| Supplies | $3,680 | $0 | $3,680 |
| Contractual | $6,003 | $0 | $6,003 |
| Other | $7,100 | $0 | $7,100 |
| Total Direct Costs* | $50,000 | $0 | $50,000 |
| Indirect Costs | $0 | $0 | $0 |
| Total Project Costs | $50,000 | $0 | $50,000 |

# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Contractor Agreement; Six Points Evaluation and Tr

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

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

**Summary:**

The attached contract reflects the amount approved in the 2021 Gunnison County budget.

**Fiscal Impact:** $12,000

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

**Finance Review:** (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 4/1/2021

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/23/2021 Certificate of Insurance Required Yes (●) No ( )

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

APPENDIX A

# COMMUNITY BASED ORGANIZATION
# 2021 CHARGES FOR SERVICE APPLICATION

| | | | | | |
|---|---|---|---|---|---|
| **Organization Name:** | Six Points Evaluation and Training, Inc. | | | | |
| **Address 1:** | P.O. Box 1002 | | | | |
| **Address 2:** | 1160 N. Main St. | | | | |
| **City:** | Gunnison | **State:** | CO | **Zip Code:** | 81230 |
| **Telephone Number:** | 970-641-3081 | **Fax Number:** | 970-641-0800 | | |
| **Email Address:** | director@sixpointsgunnison.org | | | | |
| **Contact Person(s):** | Nancy Lakiotes | | | | |

1. What is the amount of County funds requested? Please keep your request below $12,000.

$12,000.00

2. Provide specific information regarding what the County funds will be used for.

Six Points is respectfully requesting funding for the following operational needs:

**Residential and Supported Living Services (SLS) programming as follows: $5,000.00:** Residential and SLS services allow our clients with developmental disabilities to be able to live independently, either in their own homes in the county or in three residences owned by Six Points in Gunnison. Without such assistance, many would have to live in group homes or be institutionalized in larger metropolitan areas. Hands-on assistance is provided as needed round the clock according to each client's individual needs and may include assessment and training in **personal care**, such as eating/drinking, hygiene, medications, and health monitoring; **household assistance**, such as budgeting/money management, shopping assistance, laundry, meal preparation, cleaning and household maintenance; **mentoring**, such as decision making, planning, appointment scheduling, safety, nutrition, and relationship education; **transportation**, to access community services, employment, appointments, shopping, banking, and social activities; and, **supported community connections**, such as recreational/community activities, adaptive skills and socialization. Your continued funding will support the operational costs associated with this programming and allow our clients to enjoy the quality of life all of us enjoy in Gunnison County.

**Vocational services, including rehabilitation and supported employment as follows: $6,000.00:** Six Points has six clients who are employed at local businesses in Gunnison who rely on assistance from our vocational staff to ensure successful employment. In addition, Six Points also has seven clients who work in the Six Points' Thrift Store and require daily assistance and regular training to successfully complete their job requirements. The plan is to continue to expand these services to more people with disabilities in Gunnison County, beginning with people who have a traumatic brain injury (TBI). Our research indicates that there is a need in the Gunnison Valley to provide these services to TBI survivors. Many individuals who have suffered from a TBI struggle to keep their job or find employment. These services are crucial in ensuring that our clients and other adults in our county can continue to be gainfully employed and are therefore, less dependent on government assistance to be able to live independent, fruitful lives in this valley. Our TBI Pilot Program confirmed that these services are necessary and desirable for community members living with TBI.

**Landfill fees, delivery of unsalable goods and waste management expenses as follows: $1,000.00:** The Six Points Thrift Store staff works diligently to accept only quality, gently used merchandise in working order for resale in the store. However, some merchandise is donated that is dirty, torn, stained, or broken and cannot be resold. We have a chain across the driveway after hours to prevent dumping. We have increased our signage, including signage stating that we do not accept old TVs or outdated electronics. Still, some of these items slip in and since electronics are not accepted at the landfill, we have had to pay to have them recycled at the City's Public Works offices. We continue to work to educate the community about the need for gently used items in saleable condition. We collaborate with New Horizons, another nonprofit located in Pueblo, to send unsalable but still useable items to be baled and kept out of the waste stream. We have searched for other avenues to reduce our expenses; however, the avenues that we have found would cause us to need more storage space that we do not have, until the excess could be picked up. We have been unable to find an outlet for scrap metal recycling since Donovan Moss passed away. Our waste management fees are very high due to a bigger store and increased volume of donations. Your support of this line item continues to be very important not only to our budget but also to help us keep our property safe, attractive, professional, and inviting.

3. Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.

With respect to the Residential and Supported Living Services (SLS) programs, the results of funding from the County will be measured by our ability to be able to support our clients living in Gunnison County without having to raise their rents or make cuts to their Service Plans due to a lack of monies available in the budget to cover these expenses. In addition, Six Points is required to conduct state and federal evaluations, which include regular, ongoing assessments of our clients with respect to their health, welfare and employment. Also, overall programming is reviewed through regular Program Quality Surveys conducted by the Colorado Division for Intellectual and Developmental Disabilities. Six Points continues to receive very favorable reviews through all of these program reports. In addition, we are very pleased with the feedback we get from clients, family, natural supports, and other community members with respect to the care and support that we provide.

As for vocational training, we will measure the success of our program by looking at client outcomes in employment. In our partnership with the Division of Vocational Rehabilitation (DVR), we track all job placements and successful closures. Each client at Six Points has specific, individualized vocational goals within his or her Service Plan and we regularly assess their progress in achieving these goals. Finally, the biggest measure of our success with respect to the vocational training we provide is to measure each individual's ability to secure and maintain successful employment within the county.

Finally, with your support of our waste management operations, we will be able to continue to recycle as much as possible, to deliver unsalable merchandise to needy populations and to continue to keep our grounds as neat as possible through regular trash pick-ups. The best measurement of our waste management success will be to reduce this budget line item expense and be good neighbors.

With respect to existing County services, without Six Points' county-based living supports and training program, many of the individuals we serve would not be able to live independently in Gunnison County and would have to move to more institutional settings in urban areas. This aligns directly with the County's strategic measure to "Promote Prosperous, Collaborative and Healthy Communities" by "promoting optimal community and family health, safety and wellbeing" while sustaining essential health and human services. Six Points has been providing "optimal community and family health, safety and wellbeing" for adults with developmental disabilities in our county for over 40 years now in an efficient, professional, compassionate, and resourceful manner. As is the mission of Gunnison County Department of Health and Human Services, Six Points, too, provides prevention, protection, advocacy and support services for our Gunnison and Hinsdale County-area clients and their families across their life spectrum so they can have an improved quality of life. During the COVID-19 pandemic all Six Points clients have remained healthy and well, thanks in part to the services that they receive. However, providing these essential services during the pandemic has come at a greatly increased cost. Six Points must now provide PPE and one-on-one services, which are more expensive to provide than group activities. There was also a significant reduction in revenue due to less billable hours to Medicaid and decreased Thrift Store income (because of the necessity of closing our Day Program and the Thrift Store for an extended period).

In addition to these specific correlations with County services, we at Six Points believe that from a social perspective, our clients add vibrance and diversity to our county's population and show visitors and potential residents that Gunnison County promotes acceptance of all individuals, regardless of disabilities or other potential barriers.

Finally, with respect to economic development, the Six Points Thrift Store serves as a crucial retail outlet for many low-income residents of our county who rely on our inexpensive household merchandise to sustain their lifestyle. Six Points partners with the Department of Health and Human Services to provide in-kind donations of basic household necessities and clothing to low-income community members. In addition, Six Points provides jobs for 34 employees, including 7 client employees, and supports 6 clients who work in the community of Gunnison. All of these individuals add to the tax rolls of Gunnison County.

4. Please attach the following two documents to this application:

a) Names and addresses of all Board members including designation of officers

b) Budget detail for 2020 and 2021 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)

c) 2020 Funding Report

**Completed Application should be submitted to:**

**Electronic Submittal:**

Adobe PDF Format

Kelly Weak, Accountant

kweak@gunnisoncounty.org

**Mailed Submittal:**

Gunnison County Finance

Attn: Kelly Weak

200 E. Virginia Ave.

Gunnison, CO 81230

**Submittal Deadline:**

November 10, 2020

# Annual Budget 2020/2021

## Six Points Evaluation & Training, Inc.

| Account | Annual Budget 2020/2021 |
|---|---|
| **Income** | |
| Fee revenue | $430,000.00 |
| Grant revenue | $40,000.00 |
| Thrift store revenue | $315,000.00 |
| Public support-donations | $25,000.00 |
| Fundraising income | $15,000.00 |
| Other revenue and in-kind | $50,000.00 |
| **Total Income** | **$875,000.00** |
| **Gross Profit** | **$875,000.00** |
| **Operating Expenses** | |
| Thrift store expenses | $16,000.00 |
| Advertising | $5,000.00 |
| Fundraising expenses | $5,000.00 |
| Office utilities | $33,800.00 |
| Office supplies | $11,000.00 |
| Equipment contracts and repairs | $7,176.00 |
| Vehicle expenses | $22,000.00 |
| Property improvements/maintenance | $3,500.00 |
| Professional fees | $7,926.00 |
| Recreation/gifts | $7,000.00 |
| Client welfare | $300.00 |
| Per diem meals and mileage | $700.00 |
| Insurance | $45,000.00 |
| Operating expenses - other | $4,000.00 |
| RES food, custodial, medical & other | $27,264.00 |
| RES rent and utilities | $24,780.00 |
| Payroll expenses | $641,609.00 |
| Reporting and filing expenses | $252.00 |
| Office events and staff appreciation | $1,000.00 |
| Art activities and supplies | $700.00 |
| Travel expenses | $500.00 |
| **Total Operating Expenses** | **$864,507.00** |
| **Operating Income** | **$864,507.00** |
| **Net Income** | **$10,493.00** |

# Six Points Evaluation and Training, Inc. - Board of Directors – 2020

| NAME | ELECTED | TERM ENDS | ADDRESS | PHONE | EMAIL |
|---|---|---|---|---|---|
| Robin Cash<br>**President**<br>Retired: Higher Education Executive Committee Chair; Board Policy & Affairs Committee Chair | March 2017 | March 2021 | PO Box 1455<br>Crested Butte, CO 81224 | 740-398-1455 (c) | robingcash@gmail.com |
| Laura Arciniegas<br>**Vice President**<br>Intellectual Property Attorney<br>Grants Committee Chair | Sept 2018 | Sept 2020 | 43 Vista Court<br>Crested Butte, CO 81224 | 303-906-4109 (c) | lbarciniegas@gmail.com |
| Mike Gierut<br>**Secretary**<br>Sales | Sept 2017 | Sept 2021 | | 719-235-5031 (c) | gierut@gmail.com |
| Amanda Brackett<br>**Treasurer**<br>Business & HR Manager & CPA<br>Finance & Audit Committee Chair | Sept 2017 | Sept 2021 | 223 Rio Grande Avenue<br>Gunnison, CO 81230 | 209-8272 (c) | asbrackett@gmail.com |
| Traci Busse<br>Restaurant Owner<br>Thrift Store Committee Chair<br>Fundraising Committee Chair | Dec 2020 | Dec 2022 | 414 South Taylor Street<br>Gunnison, CO 81230 | 641-2992 (h)<br>596-0646 (c) | traci@beesrustlust.com |
| Ricky Glatiotis<br>Six Points Client & Thrift Store Processing Clerk<br>Building & Property Committee Chair | Dec 2016 | Dec 2020 | Willows Assisted Living<br>300 North 3rd Street #8<br>Gunnison, CO 81230 | 971-413-9475 (c)<br>641-3031 (Willows) | |
| Kathy Norgard<br>P/T Psychologist, licensed in AZ<br>Nominating Committee Chair | Dec 2015 | Dec 2021 | PO Box 2614<br>Crested Butte, CO 81224 | 349-6223 (h)<br>Preferred 520-325-6240 (c) | knorgard@gmail.com |
| Valerie Stahl<br>Retired: Speech Language Pathology | June 2019 | June 2021 | 134 Alpine Ct<br>Crested Butte, CO 81224 | 349-2650 (c) | vjstahl55@gmail.com |
| David Windsor<br>Six Points Client & Vet Tech, Pet Sitter | March 2019 | March 2021 | 208 Third Street<br>PO Box 1132<br>Crested Butte, CO 81224 | 417-7634 (c) | cbhdc@hotmail.com |
| Nancy Gruber-Meier<br>Retired – Teacher and Social Worker | April 2020 | April 2022 | Crested Butte, CO 81224 | (303) 589-3709 | Nancygrubermeier@gmail.com |
| Scott Cohn<br>Higher Education-Psychology | May 2020 | May 2022 | 601 N. 14th St.<br>Gunnison, CO 8230 | (202)907-6129 | drscottcohn@gmail.com |
| Sue Gross<br>Real Estate Agent<br>Program Committee Chair | August 2020 | August 2022 | P.O. Box 4075<br>Crested Butte, CO 81224 | 781-697-5686 | suegross@signaturepropertiescb.com |

**SIX POINTS EVALUATION AND TRAINING INC.**

2020 Program Services Summary

For Gunnison County – 2020 Contract for Service Agreement Final Report

Six Points Evaluation and Training, Inc. (Six Points) currently serves 20 adults with developmental disabilities in Gunnison County. The Gunnison County Board of Commissioners agreed to provide a total of $12,000 in funding assistance in 2020, which was utilized as follows:

(A) A total of $5,000 was allocated for assistance with Vocational Services.
Six Points provides vocational and day program services for 19 adult clients. Vocational services include day program assistance, activities, and supported employment. Five of these clients have full or part time employment with businesses in the Gunnison Valley. These clients receive supported employment assistance to ensure that they are able to execute their jobs in the community successfully. Six clients are employed at the Six Points Thrift Store and receive training and assistance for their jobs of processing and selling donated merchandise. Five clients continue to have successful entrepreneurial businesses, which they started with Six Points' assistance. As of August 31, 2020, Six Points had billed for $10,759.69 for day program services and $33,675.66 for Supported Employment. Due to the COVID-19 pandemic, there were no unbillable hours because we were only able to provide the most essential services for much of 2020. However, in 2019 we incurred $8,149.20 of vocational training expenses in the first half of the year, which we were not able to bill for through Medicaid due primarily to caps on clients' service plans. We expect our unbillable hours to increase to previous levels or even higher if cuts are made to Medicaid funding. Therefore, this funding from the County helps us sustain vital vocational training necessary to help our clients stay productively employed.

(B) A total of $6,000 was allocated for assistance with Residential Comprehensive and SLS Services.
Six Points provides residential comprehensive services to seven adult clients. All seven clients live in residences integrated within the community. Two of these clients live in a duplex owned by Six Points. One client resides in a mobile home donated to Six Points. Also, one client lives in a rental unit in town, one client lives in an apartment owned by his mother, one client lives in a house owned by his mother, and one client is paying off a mortgage. Six Points provides financial assistance to all residential clients in order for them to be able to live and thrive in Gunnison County. If it weren't for this assistance, including this funding from the County, most clients would not be able to stay in Gunnison County and would have to move to more institutional settings in larger urban areas to receive services and therefore, would not have the quality of life we have here in Gunnison County. In addition to our financial assistance, Six Points also provides residential services for these clients including assessment of physical and mental health, evaluation and training in financial management, domestic skills, social and recreational activities, accessing community services, transportation and the overall responsibility of monitoring and insuring the safety and welfare of the clients served. Overnight supervision and assistance are also available, and one client needs overnight supervision every night. As of August 2020, Six Points has expended a total of $34,040.76 on room, board, and housing expenses for our residential clients. This does not include payroll expenses for staff providing these services.

(C) A total of $1,000 was allocated for Landfill and Trash Services.
As of August 31, 2020, Six Points has spent $5,033.38 in waste management and recycling. Unfortunately, after hours, we still often find donations dumped behind the building in spite of our increased signage and continued efforts to educate the public about only bringing quality, clean donations in working order during regular business hours. We continued to reduce our waste management expenses by finding other organizations that help with recycling donations that do not sell. In January 2019, Six Points contracted with a recycling company, New Horizons, out of Pueblo, which pays us $0.05 per pound to purchase our unsalable clothing, shoes, and books. After Donovan Moss passed away, we have been unable to find any outlet for scrap metal recycling. Scrap metal now goes into the waste stream and adds to our expense. We continue to research other avenues to reduce our waste; however, our budget for trash removal is still very high.

In addition to the services outlined above, Six Points also provides a crucial resource of affordable merchandise for the entire Gunnison Valley through the operation of the Thrift Store. The Thrift Store continues to serve as a valuable outlet in the reuse philosophy of our environment helping to reduce amounts dumped into our local landfill. It also provides an essential source of clothing and merchandise for low income families in our county. Plus, Six Points collaborates with many other nonprofit and human service organizations in our county to provide free merchandise as needed and never turns away individuals or families who have a need for free clothing or household goods. Comparing the first half of the year to 2019, Thrift Store revenues decreased by 23.2%, or $40,633. Unfortunately, COVID-19 has impacted our revenue stream this year as the Thrift Store had to remain closed for 7 weeks in the spring to follow Public Health orders. We were also unable to use the box truck to pick up items in Crested Butte due to the risk of potentially infected items.

# Annual Budget 2019/2020

Six Points Evaluation & Training, Inc.

| Account | Annual Budget 2019/2020 |
|---|---|
| **Income** | |
| Fee Revenue | 486,726.50 |
| Grant Revenue | 41,975.00 |
| Thrift Store Revenue | 387,000.00 |
| Public Support - Donations | 36,950.00 |
| Fundraising Income | 37,000.00 |
| Other Revenue & In-Kind | 54,385.00 |
| **Total Income** | **1,044,036.50** |
| **Gross Profit** | **1,044,036.50** |
| **Operating Expenses** | |
| Thrift Store Expense | 13,380.00 |
| Advertising | 4,585.00 |
| Fundraising Expenses | 11,650.00 |
| Office Utilities | 28,800.00 |
| Office Supplies | 7,699.00 |
| Equipment Contracts & Repairs | 7,176.00 |
| Vehicle Expenses | 19,675.00 |
| Property Improvements / Maintenance | 3,700.00 |
| Professional Fees | 26,000.00 |
| Recreation/Gifts | 9,500.00 |
| Client Welfare | 300.00 |
| Per Diem Meals & Mileage | 700.00 |
| Insurance | 43,050.00 |
| Operating Expenses - Other | 5,375.00 |
| RES Food, Custodial, Medical & Other | 30,860.00 |
| RES Rent & Utilities | 32,580.00 |
| Payroll Expenses | 788,086.90 |
| Reporting & Filing Expenses | 250.00 |
| **Total Operating Expenses** | **1,033,366.90** |
| **Operating Income** | **1,033,366.90** |
| **Net Income** | **10,669.60** |

**APPENDIX B**

# Funding Recipient Project Report
# Calendar Year 2021

**Name of Funding Recipient:** _____

**Dollar Value of County Funds Awarded:** _____

**Funding Recipient's Total 2021 Annual Budget:** _____

**Other Funding Sources (please list source names and amounts received):** _____

_____

_____

_____

_____

**Percentage of Annual Budget Funded by the Other Funding Sources Listed Above:** _____

**How the County Funds Were Spent:** _____

_____

_____

_____

**Number of Clients Assisted during the Funding Year:** _____

**Customer Results Achieved via the County Funds:** _____

_____

_____

_____

_____

_____

**How Your Customer Results Were Measured:** _____

_____

_____

_____

_____

Submit this report to **one** of the following by October 1, 2021. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061

# CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the 1st day of January, 2021, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Six Points Evaluation and Training, Inc., whose address is PO Box 1002, Gunnison, Colorado 81230 (herein "Contractor").

## RECITALS

The Contractor desires to provide professional services regarding services to the community as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

## AGREEMENT

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

1. SERVICES.

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

2. TERM.

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

3. STRATEGIC RESULT.

Contractor agrees to submit a final project report in January of 2022 using the form identified as Appendix B that will identify how Contractor has fulfilled the following strategic result:

Execution of this Agreement will assist the County with its Promote Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Twelve Thousand and No/100 U. S. Dollars ($12,000.00). Quarterly payments will be distributed by the County upon submittal of appropriate documentation.

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 or expiration.

8. DISCRIMINATION.

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

9. IMMIGRATION COMPLIANCE CERTIFICATION.

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

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

c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification

Program administered by the Social Security Administration and Department of Homeland Security.

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

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

10. ADA COMPLIANCE.

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

11. MISCELLANEOUS.

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

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

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

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

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

14. NOTICES.

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

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

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

Contractor: Six Points Evaluation and Training, Inc.
PO Box 1002
Gunnison, CO 81230

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

15. GOVERNING LAW.

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

16. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

17. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements,

proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

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

18. PUBLIC RECORD

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
CenterPoint Insurance Group
8400 E Prentice Ave Suite 735
Greenwood Village CO 80111

**CONTACT NAME:** Val Jennings
**PHONE (A/C, No, Ext):** (303)333-0375 **FAX (A/C, No):** (303)333-1391
**E-MAIL ADDRESS:** val.jennings@cptins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Philadelphia Insurance Companies | 006 |
| INSURER B : Pinnacol Assurance Company | 20 |
| INSURER C : Certain Underwriters at Lloyds | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Six Points Evaluation & Training, Inc.
P.O. Box 1002
1160 N. Main
Gunnison CO 81230-0000

**COVERAGES** **CERTIFICATE NUMBER:** 2020-2021 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>X Prof Liab $1MM/$2MM<br>X Sex Abuse $1MM/$1MM<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | X | | PHPK2128534 | 5/6/2020 | 5/6/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>X ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>X HIRED AUTOS [X] NON-OWNED AUTOS | X | | PHPK2128534 | 5/6/2020 | 5/6/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ 10,000 | | | PHUB720942 | 5/6/2020 | 5/6/2021 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 1,000,000<br>$<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 1317160 | 7/1/2020 | 7/1/2021 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 100,000<br>$ 100,000<br>$ 500,000 |
| C | Cyber/Privacy Liability | | | ESI061167349 | 7/1/2020 | 7/1/2021 | Limit | $1MM/$2MM |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
As required by written contract or agreement Gunnison County is included as an Additional Insured with respect to Commercial General Liabilty and Automobile Liability.

**CERTIFICATE HOLDER**
Gunnison County
County Manager
200 East Virginia
Gunnison, CO 81230

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Michael Simms/VAL

© 1988-2014 ACORD CORPORATION. All rights reserved.

# CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the 1st day of January, 2021, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Six Points Evaluation and Training, Inc., whose address is PO Box 1002, Gunnison, Colorado 81230 (herein "Contractor").

## RECITALS

The Contractor desires to provide professional services regarding services to the community as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

## AGREEMENT

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

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2. TERM.

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

3. STRATEGIC RESULT.

Contractor agrees to submit a final project report in January of 2022 using the form identified as Appendix B that will identify how Contractor has fulfilled the following strategic result:

Execution of this Agreement will assist the County with its Promote Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan.

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In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Twelve Thousand and No/100 U. S. Dollars ($12,000.00). Quarterly payments will be distributed by the County upon submittal of appropriate documentation.

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).

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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.

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

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

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

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

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

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

14. NOTICES.

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

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

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

Contractor: Six Points Evaluation and Training, Inc.
PO Box 1002
Gunnison, CO 81230

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

15. GOVERNING LAW.

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

16. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

17. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements,

proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

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

18. PUBLIC RECORD

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: N. DeRhotes

# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Intergovernmental Agreement for Winter Road Mainte

**Action Requested:** Discussion

**Parties to the Agreement:** Gunnison County and Montrose County

**Term Begins:** 01/01/2021 **Term Ends:** 12/31/2023 **Grant Contract #:**

**Summary:**

The original document was signed on 12/20/20 by Jonathan, but the Montrose County Attorney made some changes.

**Fiscal Impact:** For 2019 & 2020 Montrose County paid $12.95.

**Submitted by:** Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 4/1/2021

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

Comments:

Substantive changes made by Montrose after Jonathan signed - (1) extended the term of the IGA in Section I from one year to three; (2) specified the gravel specs in Section II (3), previously just said Gunnison entitled to gravel crushing services at Cedar Creek, changed to be at Soderquist and lay out specific 2,052 tons and cost of $3.81/ton; and (3) updated Section III to specify that invoices due by December 1 and payments by December 31. All appears legally sufficient. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 4/2/2021 Certificate of Insurance Required

Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

**INTERGOVERNMENTAL AGREEMENT**
**FOR WINTER ROAD MAINTENANCE**

**THIS INTERGOVERNMENTAL AGREEMENT** made effective on this ____ day of _____, 2020, between the **COUNTY OF MONTROSE, STATE OF COLORADO,** who shall hereinafter be referred to as "Montrose" and the **COUNTY OF GUNNISON, STATE OF COLORADO,** who shall hereinafter be referred to as "Gunnison," both of which entities are political subdivision of the State of Colorado.

**RECITALS**

**WHEREAS,** pursuant to the Colorado Constitution, Article XIV, Section 18(2.a.) and C.R.S. 29-1-201, et seq., any political subdivision of the State of Colorado may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, provided that such cooperation or contracts are authorized by each party thereto with the approval of its legislative body; and

**WHEREAS,** Montrose and Gunnison desire to enter into an Intergovernmental Agreement to provide for the performance by Montrose of winter snow removal and/or plowing on a certain segment of Big Cimarron Road located within Gunnison County; and

**WHEREAS,** Montrose and Gunnison desire to enter into an Intergovernmental Agreement to provide for non-winter performance road grading by Gunnison on certain segments of county Road 864A and O84 Rd located within Montrose County; and

**WHEREAS,** Montrose and Gunnison desire to enter into an Intergovernmental Agreement for gravel crushing services by Montrose within certain Montrose County gravel pits for the benefit of Gunnison to use on Gunnison County roads; and

**WHEREAS,** Montrose and Gunnison deem such Intergovernmental Agreement to be in the best interests of each of their inhabitants;

**NOW, THEREFORE,** Montrose and Gunnison in consideration of the agreements and covenants set forth herein, do hereby enter into this Agreement for the provisions of winter and non-winter road maintenance services along with gravel crushing services.

**SECTION I**
**TERM OF AGREEMENT**

THE TERM of this Agreement shall be for a period of twelve months from January 1, 2021 to December 31, 2021 unless otherwise terminated in accordance with Section III below.

## SECTION II
## MONTROSE WINTER MAINTENANCE OF GUNNISON COUNTY ROADS

1. Montrose shall perform winter snow removal and/or plowing maintenance for Gunnison on Big Cimarron Road as follows:

    a. Montrose County Road & Bridge will provide basic "Road Grader" or "Maintainer" snow removal service for Gunnison on the Big Cimarron Road from the current end of Montrose winter maintenance at the Youth with a Mission entrance, south up the road to a convenient turnaround at the Forest Boundary just past the Bear Claw Subdivision. A distance of about 4 miles.
    b. The snow removal will be provided only in process as an extension of Montrose plowing on the lower portion of the road. Montrose will not plow the 4 mile section of Big Cimarron Road in Gunnison unless the lower portion also needs to be plowed. The intention of this provision is that Montrose shall not be obligated to mobilize its equipment just for this upper 4 mile section.
2. Gunnison shall perform non-winter road grading maintenance services on County Road 864A and O84 Rd as an extension of Gunnison County grading maintenance as follows:
    a. Gunnison County will provide "road grader" or "maintainer" grading services for Montrose on County Road 864A that lies within Montrose County but is accessed by Gunnison County roads. Grading services will consist of grading the road and pulling ditches if necessary on 3.69 miles of road.
    b. Gunnison County will provide "road grader" or "maintainer" grading services for Montrose on 082 Rd for the portion that lies within Montrose County off of Highway 92 and provides access to Gunnison County. Grading services will consist of grading the road and pulling ditches if necessary, on 1.1 miles of road.
    c. Grading services shall be in conjunction with Gunnison's normal grading schedule and is not intended to be done on a special basis.
3. Montrose shall perform gravel crushing services under Montrose's gravel crushing contract to provide an agreed upon stock of gravel at Cedar Creek Pit for the benefit and use by Gunnison.
    a. A separate stock pile shall be isolated for Gunnison's use.
    b. The class of gravel requested by Gunnison shall match those specifications already under contract by Montrose.
    c. Gunnison shall pay the contract rate for the gravel, a prorated contract per ton mobilization charge, plus fifty (50) cents/ton for gravel pit administration, maintenance, and reclamation.

## SECTION III
## PAYMENT

Montrose and Gunnison shall charge on a time and materials basis for the services to be provided under this IGA and each entity shall submit invoices specifying the services rendered and the amount of dollars expended. Gravel costs will be charges as outlined in Section II.3.c.

## SECTION IV
## RESPONSIBILITY FOR ROAD MAINTENANCE AND DAMAGES

Montrose and Gunnison specifically understand and agree that nothing in this Agreement shall be interpreted to require Montrose to perform any general road maintenance other than the snow removal and/or plowing on Big Cimarron Road in Gunnison County. Furthermore, it is understood and agreed that Montrose shall not be held liable for any roadbed or roadside damages that occur as a result of such snow removal and/or plowing, and that Gunnison shall be solely responsible for any such road repair or maintenance required as a result of the snow removal and/or plowing performed under this Agreement.

Montrose and Gunnison specifically understand and agree that nothing in this Agreement shall be interpreted to require Gunnison to perform any road maintenance other than grading and pulling ditches on County Road 864A or O84 Rd. Montrose shall be responsible for culverts and graveling on said roads. Furthermore, it is understood and agreed that Gunnison shall not be held liable for any road infrastructure damages that occur as a result of such grading, and that Montrose shall be solely responsible for any such road infrastructure repair or maintenance required as a result of road grading performed under this Agreement.

Montrose and Gunnison specifically understand and agree that contracting for gravel crushing services shall be the responsibility of Montrose. Gunnison shall communicate gravel type and quantity prior to the end of 2018.

Nothing in this agreement is or shall be construed to be a waiver by either party of governmental immunity.

## SECTION V
## RECORDS

Montrose and Gunnison shall maintain records of the time and materials spent performing the services described in this Agreement. Such records shall be available upon request.

## SECTION VI
## WORKER'S COMPENSATION AND DAMAGES TO EQUIPMENT

Each party shall be responsible for its own employees and equipment while performing services under this Agreement. Any and all injuries to employees and/or damages to equipment shall be subject to the respective party's insurance coverages, and the other party is expressly held harmless as to the injuries and/or damages suffered by the employees and/or equipment.

## SECTION VII
## NON-ASSIGNABILITY

Neither party hereto shall assign, sublet or transfer this Agreement or any interest therein to any other party without the prior written consent of both parties to this Agreement, which consent shall not be unreasonably withheld.

## SECTION VIII
## BINDING EFFECT

Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively.

## SECTION IX
## AMENDMENTS

Any and all modifications or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and non-binding unless set forth in writing and signed by both parties hereto.

## SECTION X
## TERMINATION

It is understood and agreed by and between Montrose and Gunnison that this Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

**IN WITNESS WHEREOF** the parties hereto agree to the foregoing Agreement.

**APPROVED** on _____, 2020 by Montrose County Board of County Commissioners.

ATTEST:

COUNTY OF MONTROSE,
STATE OF COLORADO

_____
Deputy Clerk and Recorder

_____
Chairperson

**APPROVED** on _____, 2020 by Gunnison County Board of County Commissioners.

ATTEST:

COUNTY OF GUNNISON,
STATE OF COLORADO

_____
Deputy Clerk

_____
Jonathan Houck, Chairperson

CONTRACT 2021-024
BOCC 2/3/2021
EXP. 12/31/2023
# 3831
$ 3390.18 (REV)

# INTERGOVERNMENTAL AGREEMENT FOR WINTER ROAD MAINTENANCE

**THIS INTERGOVERNMENTAL AGREEMENT** made effective on this 3rd day of February, 2021, between the **COUNTY OF MONTROSE, STATE OF COLORADO,** who shall hereinafter be referred to as "Montrose" and the **COUNTY OF GUNNISON, STATE OF COLORADO,** who shall hereinafter be referred to as "Gunnison," both of which entities are political subdivision of the State of Colorado.

## RECITALS

**WHEREAS,** pursuant to the Colorado Constitution, Article XIV, Section 18(2.a.) and C.R.S. 29-1-201, et seq., any political subdivision of the State of Colorado may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, provided that such cooperation or contracts are authorized by each party thereto with the approval of its legislative body; and

**WHEREAS,** Montrose and Gunnison desire to enter into an Intergovernmental Agreement to provide for the performance by Montrose of winter snow removal and/or plowing on a certain segment of Big Cimarron Road located within Gunnison County; and

**WHEREAS,** Montrose and Gunnison desire to enter into an Intergovernmental Agreement to provide for non-winter performance road grading by Gunnison on certain segments of county Road 864A and O84 Rd located within Montrose County; and

**WHEREAS,** Montrose and Gunnison desire to enter into an Intergovernmental Agreement for gravel crushing services by Montrose within certain Montrose County gravel pits for the benefit of Gunnison to use on Gunnison County roads; and

**WHEREAS,** Montrose and Gunnison deem such Intergovernmental Agreement to be in the best interests of each of their inhabitants;

**NOW, THEREFORE,** Montrose and Gunnison in consideration of the agreements and covenants set forth herein, do hereby enter into this Agreement for the provisions of winter and non-winter road maintenance services along with gravel crushing services.

## SECTION I
## TERM OF AGREEMENT

THE TERM of this Agreement shall be from January 1, 2021 and be pursued with due diligence for a period on one (1) year from the date this Agreement. This IGA will automatically renew for each calendar year until December 31, 2023 unless otherwise terminated in accordance with Section X below.

## SECTION II
## MONTROSE WINTER MAINTENANCE OF GUNNISON COUNTY ROADS

1. Montrose shall perform winter snow removal and/or plowing maintenance for Gunnison on Big Cimarron Road as follows:

    a. Montrose County Road & Bridge will provide basic "Road Grader" or "Maintainer" snow removal service for Gunnison on the Big Cimarron Road from the current end of Montrose winter maintenance at the Youth with a Mission entrance, south up the road to a convenient turnaround at the Forest Boundary just past the Bear Claw Subdivision. A distance of about 4 miles.

    b. The snow removal will be provided only in process as an extension of Montrose plowing on the lower portion of the road. Montrose will not plow the 4 mile section of Big Cimarron Road in Gunnison unless the lower portion also needs to be plowed. The intention of this provision is that Montrose shall not be obligated to mobilize its equipment just for this upper 4 mile section.

2. Gunnison shall perform non-winter road grading maintenance services on County Road 864A and O84 Rd as an extension of Gunnison County grading maintenance as follows:

    a. Gunnison County will provide "road grader" or "maintainer" grading services for Montrose on County Road 864A that lies within Montrose County but is accessed by Gunnison County roads. Grading services will consist of grading the road and pulling ditches if necessary on 3.69 miles of road.

    b. Gunnison County will provide "road grader" or "maintainer" grading services for Montrose on 082 Rd for the portion that lies within Montrose County off of Highway 92 and provides access to Gunnison County. Grading services will consist of grading the road and pulling ditches if necessary, on 1.1 miles of road.

    c. Grading services shall be in conjunction with Gunnison's normal grading schedule and is not intended to be done on a special basis.

3. Montrose operates the Soderquist gravel pit located on the Big Cimarron Road in Montrose County. Montrose will provide crushed gravel to Gunnison from the Soderquist gravel pit as follows:

    a. Gunnison has paid for 2,052 tons of gravel in the Montrose owned Cedar Pit to be hauled in 2021. Montrose hereby agrees to allow Gunnison to haul the 2,052 tons of gravel from the Soderquist Pit because it is closer and more convenient to Gunnison County.

    b. Gunnison County may haul gravel from the Soderquist pit in excess of the initial 2,052 tons. The cost of this gravel will be based on crushing costs plus fifty (50) cents/ton for loading the gravel and pit administration, maintenance and reclamation.

    c. Montrose issued an RFP and received bids for crushing in the Soderquist pit in 2020. The 2020 crushing cost was $3.31 per ton, which includes the crusher mobilization cost. Adding the $0.50 cost for loading and pit administration costs, the total cost is $3.81 per ton. This will be the price for any gravel hauled by Gunnison in excess of the 2,052 tons already paid for.

d. All gravel shall be loaded using Montrose loaders equipped with a scale.
e. Gunnison shall receive the same class of gravel as that already crushed by Montrose to the specifications of Montrose.

## SECTION III
## PAYMENT

Montrose and Gunnison shall charge on a time and materials basis for the services to be provided under this IGA, with gravel charged as provided in Section II, above. Each entity shall submit invoices specifying the services rendered and the amount of dollars expended. Invoices for all services and gravel shall be provided by each County by December 1, 2021 and payments shall be made respectively not later than December 31, 2021.

## SECTION IV
## RESPONSIBILITY FOR ROAD MAINTENANCE AND DAMAGES

Montrose and Gunnison specifically understand and agree that nothing in this Agreement shall be interpreted to require Montrose to perform any general road maintenance other than the snow removal and/or plowing on Big Cimarron Road in Gunnison County. Furthermore, it is understood and agreed that Montrose shall not be held liable for any roadbed or roadside damages that occur as a result of such snow removal and/or plowing, and that Gunnison shall be solely responsible for any such road repair or maintenance required as a result of the snow removal and/or plowing performed under this Agreement.

Montrose and Gunnison specifically understand and agree that nothing in this Agreement shall be interpreted to require Gunnison to perform any road maintenance other than grading and pulling ditches on County Road 864A or O84 Rd. Montrose shall be responsible for culverts and graveling on said roads. Furthermore, it is understood and agreed that Gunnison shall not be held liable for any road infrastructure damages that occur as a result of such grading, and that Montrose shall be solely responsible for any such road infrastructure repair or maintenance required as a result of road grading performed under this Agreement.

Montrose and Gunnison specifically understand and agree that contracting for gravel crushing services shall be the responsibility of Montrose. Gunnison shall communicate gravel type and quantity 30 days prior to the issuance of bids for crushing each year.

Nothing in this agreement is or shall be construed to be a waiver by either party of governmental immunity.

## SECTION V
## RECORDS

Montrose and Gunnison shall maintain records of the time and materials spent performing the services described in this Agreement. Such records shall be available upon request.

## SECTION VI
## WORKER'S COMPENSATION AND DAMAGES TO EQUIPMENT

Each party shall be responsible for its own employees and equipment while performing services under this Agreement. Any and all injuries to employees and/or damages to equipment shall be subject to the respective party's insurance coverages, and the other party is expressly held harmless as to the injuries and/or damages suffered by the employees and/or equipment.

## SECTION VII
## NON-ASSIGNABILITY

Neither party hereto shall assign, sublet or transfer this Agreement or any interest therein to any other party without the prior written consent of both parties to this Agreement, which consent shall not be unreasonably withheld.

## SECTION VIII
## BINDING EFFECT

Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively.

## SECTION IX
## AMENDMENTS

Any and all modifications or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and non-binding unless set forth in writing and signed by both parties hereto.

## SECTION X
## TERMINATION

It is understood and agreed by and between Montrose and Gunnison that this Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

**IN WITNESS WHEREOF** the parties hereto agree to the foregoing Agreement.

**APPROVED** on February 3, 2021 by Montrose County Board of County Commissioners.

ATTEST: Jessica Gypas

COUNTY OF MONTROSE,
STATE OF COLORADO

Eloise Lentz
Deputy Clerk and Recorder

Sue Hansen, Chair

COUNTY CLERK SEAL MONTROSE COUNTY, COLORADO

**APPROVED** on 12/20/2020, 2020 by Gunnison County Board of County Commissioners.

ATTEST:

COUNTY OF GUNNISON,
STATE OF COLORADO

Kathy Simulion
Deputy Clerk County Clerk

Jonathan Houck, Chairperson

# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Gunnison County Operating Plan; Wildland Fire Mana

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

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

**Summary:**

Please see the attached annual agreement and comments. Sheriff Gallowich and Emergency Manager Morrill are in agreement with the document language.

**Fiscal Impact:** N/A

**Submitted by:** Katherine Haase for BOCC **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

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 3/31/2021 Certificate of Insurance Required

Yes ○ No ◉

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 4/6/2021

*Revised April 2015*

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# GUNNISON COUNTY OPERATING PLAN

## PREAMBLE

This Operating Plan (OP) is prepared pursuant to the Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement and the Colorado Statewide Wildland Fire Management Operating Plan and the Agreement for Cooperative Wildfire Protection.

## PURPOSE

The purpose of this local Operating Plan is to set forth standard operating procedures, agreed-upon policies, and responsibilities to implement cooperative wildfire protection on all lands within Gunnison County.

## AUTHORITIES

- Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement Between:
  - BUREAU OF LAND MANAGEMENT – COLORADO Agreement
  - NATIONAL PARK SERVICE – INTERMOUNTAIN REGION
  - BUREAU OF INDIAN AFFAIRS – SOUTHWEST REGION
  - UNITED STATES FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE REGION
  - UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE – ROCKY MOUNTAIN REGION Agreement 21-FI-110200000-001
- Agreement for Cooperative Wildfire Protection in Gunnison County
- Gunnison County Emergency Operations Plan

## RECITALS

It is to the mutual advantage of the parties to this plan to coordinate efforts for the prevention, detection, and suppression of wildfires in and adjacent to their areas of responsibility, and to limit duplication and improve the effectiveness of wildland fire response.

## INTERAGENCY COOPERATION

**Interagency Dispatch Centers** Montrose Interagency Dispatch Center (MTC), Gunnison Regional Communications Center (GRCC) and Gunnison County EOC. Interagency dispatch centers utilize Wildcad while dispatching for initial attack and IROC to dispatch resources beyond the mutual aid period. Contacts can be referenced in Exhibit A.

**Interagency Resources** All wildland fire agencies are limited by current staffing and funding levels. A wildfire is normally a seasonal event and as such, fire suppression capability will vary by time of year.

**Standards** During initial action, all agencies accept each other's qualification standards. Once the jurisdiction is established, then the standards of the agency(s) with jurisdiction prevails. All fireline personnel at the incident, including during the mutual aid period, must be equipped with personal protective equipment that meets standards identified in the Interagency Standards for Fire and Aviation Operations-NFES 2724 (Red Book), Chapter 7.

**Personnel responding to incidents on BLM Lands must meet the following requirements;**

- Be 18 years of age or older;
- Have and use required personal protective equipment (PPE) found in chapter 7 of the Interagency Standards for Fire and Fire Aviation Operations (Red Book); and
- Attended basic wildland fire annual refresher training, that covers each of the following topic areas: Entrapment avoidance; Current issues; Fire Shelter deployment; Other hazards and safety issues; and NWCG Course I-100, Introduction to Incident Command System.

BLM District/Unit FMOs will coordinate with local fire departments to provide qualified instructors if needed.

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# PREPAREDNESS

**Protection Planning** Each jurisdictional authority is responsible for its protection planning documents to be created in accordance with the authority's policy and goals.

**Protection Areas and Boundaries** Federal jurisdictional agencies have responsibility for wildfire protection on federal lands. Within Fire Protection Districts and/or Fire Departments, the Fire Chief is responsible for fire protection on non-federal lands, unless this responsibility is transferred by mutual consent to the County Sheriff. The County Sheriff is responsible for wildfire protection on all non-federal lands in the county that are outside of Fire Protection District boundaries. The Division of Fire Prevention and Control does not have jurisdiction on any lands until authority and responsibility is transferred by mutual consent from the County Sheriff to DFPC.

**Methods of Fire Protection and Suppression**
The Incident Command System (ICS) is a component of NIMS and is a standardized emergency management system specifically designed to provide for an integrated organizational structure used for incident management. ICS will be used to manage all wildland fires.

**Reciprocal (Mutual Aid) Fire Assistance**
Mutual Aid Zones- One mile on either side of the boundary between the jurisdictional agency's lands.

Mutual Aid Period- The mutual aid period is defined as the time of initial dispatch and ends at either midnight of the first operational period or midnight of the second operational period. All mutual aid periods will preferably end at midnight for ease of financial accounting and the development of cost share agreements. Each agency covers its own expenses during the mutual period.

Mutual Aid Resources- All resources including severity resources.The Jurisdictional Agency will not be required to reimburse the Supporting Agency(s) for costs incurred following the initial dispatch of any ground and aviation resources to the fire for the duration of the mutual aid period. Assistance beyond the Mutual Aid period will be reimbursable assistance, and the Supporting Agency may bill the Jurisdictional Agency for resources assigned to the fire outside the Mutual Aid period. It is understood that no supporting Agency will be required to assist, or expected to commit resources to a Jurisdictional Agency.

**Joint Projects and Project Plans**These projects may involve such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of interagency fire management. Implementation of such projects will require a separate, local agreement, or other appropriate written document, executed by the authorized signatories of the involved parties. This may include a Supplemental Project Agreement, as in Colorado Statewide Fire Management and Stafford Act Response Agreement or other written document.

**Fire Prevention** Each party to the agreement will follow their own agencies policies and guidance as it pertains to prevention activities. The parties will look for opportunities to coordinate, share resources, messaging, and cost share when appropriate. Parties will share any prevention plans with other parties that are signatory to this agreement within the identified dispatch zones.

**Public Use Restrictions** The purpose of fire restrictions is to reduce the risk of human-caused fires during high fire danger and/or burning conditions, for the protection of human life and property. Fire restrictions and closures are invoked on federal, state, county, and private lands under federal and state laws. It is essential that the restrictions and closures are easily understood by the public and that implementation should be discussed across all lands and jurisdictions involved in the county. In the case of any restrictions on burning or public movements because of extreme fire danger, the county sheriff will be responsible for the enforcement of all non-federal lands and may assist other lands at the request of that agency. See Exhibit C.

**Prescribed Fire (Planned Ignitions) and Fuels Management** The Parties agree to cooperate in the development and implementation of prescribed burning programs and projects. Each agency will notify the other agencies of major prescribed burning activity prior to ignition. If parties to this plan conduct a cooperative prescribed fire, details covering cost-sharing, reimbursement, and responsibility for suppression costs, should it

escape, shall be agreed upon and documented in the burn plan. Wildfires resulting from escaped prescribed fires ignited by a party to this plan on lands it manages shall be the responsibility of that party. The party responsible for the prescribed fire will reimburse other parties to this plan consistent with the terms and conditions contained herein for costs incurred in the suppression of such fires.

**Smoke Management** The Parties to this plan agree to try and minimize negative smoke impacts as a result of prescribed burning. All prescribed fires will conform to standards set forth in local, state, and federal regulations. Smoke Management Permits are required to conduct prescribed burns and are administered through the State of Colorado Department of Public Health and Environment (CDPHE).

## OPERATIONS

**Fire Notifications** GRCC and MTC will receive reports of wildfires and coordinate the notification and/or dispatch of the appropriate agencies for all wildfires, regardless of location.

**Boundary Line Fires** A boundary line fire is a fire that occurs on lands of intermingled and/or adjoining protection responsibilities. A fire adjacent to a protection boundary or located in an area of undetermined jurisdiction will be the initial attack responsibility of the protecting agencies on both sides of the boundary. If multiple agencies are engaged in a fire on or near common boundaries, the agency representatives should convene as soon as possible to decide upon the best fire strategy.

**Response to Wildland Fire** Firefighter and public safety are the foremost priority. Upon arriving on scene initial attack resources should provide a size-up, determine jurisdiction, and make the appropriate notifications if necessary. Resources should only commit to tactics and strategies that have a high probability of success while accomplishing incident objectives. Firefighters should establish and maintain Lookouts, Communication, Escape Routes and Safety Zones (LCES) and follow the 10 Standard Fire Orders. The closest forces concept will be utilized. There should be no delay in response pending a determination of the precise location of a fire, land ownership, fire jurisdiction or responsibility. The jurisdictional agency will assume command of the incident as soon as possible or as otherwise agreed upon.

**Special Management Considerations**

Management Objectives: It is recognized that federal agencies may manage fire for multiple objectives on lands within their jurisdiction. A supporting agency taking independent action within another agency's jurisdiction should notify that agency as soon as possible, in order to avoid conflicting land management objectives. However, it is agreed that there should be no delay in initial fire response pending a determination of the precise location of the fire, land ownership, or responsibility.

Evacuations: Evacuation efforts will be coordinated and controlled by the County Sheriff's office. Traffic control will be provided by the County Sheriff, upon request, to expedite the routing of vehicles and personnel to and from major fires and to exclude unauthorized personnel from the fire area.

Gunnison Sage Grouse(GUSG): Protection and habitat enhancement is a high priority for the federal land management agencies fire management program. When unplanned ignition occurs in GUSG habitat the appropriate federal land management agency will be immediately notified.

Retardant Avoidance Areas: Avoid aerial application of all wildland fire chemicals within 300 feet (ft.) of waterways or other mapped avoidance areas. Waterways are defined as any body of water (including lakes, rivers, streams, and ponds) whether or not it contains aquatic life. Deviations from the policy are allowed only for the protection of life or safety (public and firefighter).

**Decision Process** Federal agencies are required to utilize the Wildland Fire Decision Support System (WFDSS) for fires on their lands. If multi-jurisdictional fires occur that involve federal and non-federal lands, then one WFDSS should be completed for the incident that includes input from all affected jurisdictional agencies. Additionally, all State Responsibility Fires require a Decision Support System to be utilized.

**Cooperation** The parties agree to coordinate fire suppression efforts and will continue to enhance strong partnerships between local, state, and federal agencies.

**Communication** Each agency is responsible for providing public information as necessary for fires that they are responsible for. The parties agree to coordinate public information efforts as needed. On multijurisdictional fires, a Joint Information Center (JIC) may be established. A JIC can act as a single point of coordination for public information on an incident. The agencies having jurisdiction on the incident are all represented and can jointly disseminate official, timely, and accurate information to the public through their respective PIOs.

**Cost Efficiency** The cost-effectiveness of any fire operation is the responsibility of all involved, including those that authorize, direct or implement those operations. Cooperation and coordination during the decision process should be the intent with the goal being to accomplish fire operations objectives safely and efficiently. Each party is fiscally accountable and responsible for the cost of the suppression of wildfires within their respective jurisdictional boundaries. The parties agree to coordinate and make joint decisions when resources are being ordered that may have a financial impact on a partner agency.

**Delegation of Authority** In the event of an extended attack incident, a Delegation of Authority should be issued to the Incident Commander prior to assuming command of the fire. If that is not possible due to time constraints then the delegation should be issued as soon as possible following the assumption of command. If the fire is a multijurisdictional fire, then an Agency Administrator from each jurisdictional agency should issue a single joint Delegation of Authority to the incident commander.

**Preservation of Evidence** The Jurisdictional Agency will be responsible for fire origin and cause investigation. Regardless of whether the Initial Attack Incident Commander is a representative of the Jurisdictional Agency, he or she should protect and preserve the general origin area of the fire, as well as information and evidence pertaining to the origin and cause of the wildland fire. The general origin area of the fire should be immediately identified and protected by the first participant to arrive on the scene in order to protect evidence for the fire origin and cause investigation. Fire cause investigations are required for Federal Fires, State Fires, and any wildland fire that receives a Federal Emergency Management Agency declaration. The participants acknowledge that an accurate origin and cause investigation and determination are essential to an effective and fair administrative, civil or criminal action. Federal policy requires federal agencies to use an NWCG qualified Fire Investigator (INVF) and to pursue cost recovery for all human-caused fires on public land. Joint investigations are encouraged on multijurisdictional fires.

## STATE EMERGENCY FIRE FUND (EFF)

The Emergency Fire Fund program formalizes the transfer of a qualifying fire from a County Responsibility Fire to a State Responsibility Fire. Details are outlined in the Memorandum of Understanding for Participation in the Colorado Emergency Fire Fund.

## USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

**Cost Share Agreement (Cost Share Methodologies)** A cost-share agreement should be considered for any multi-jurisdiction fire that goes beyond the mutual aid period or utilizes non-mutual aid resources. Cost-share agreements should not influence the suppression of the fire. Cost-share agreements should be negotiated as soon as practical and signed by agency administrators. Cost-share agreements can be updated whenever necessary. A copy of all cost-share agreements should be provided to the DFPC Battalion Chief.

Examples include but are not limited to the following methodologies for determining shared costs to the agencies involved:

- Each agency assumes its own costs as expended by it in the fire control effort.
- Division of costs based upon percent ownership.
- Each agency agrees to a negotiated portion of the suppression costs.

**Training** Each party shall be responsible for the training of their respective personnel. Standardized fire training courses are provided periodically within the county. As courses are offered, the parties should advise the others and issue invitations to participate.

**Communication Systems** Local, state and federal agencies utilize different radio systems and frequencies. The Parties agree to share the appropriate radio frequencies with each other in order to enhance firefighter

coordination and allow for an effective mutual aid response. See Exhibit B

**Fire Weather Systems** Fire weather forecasts are issued by the National Weather Service. Each agency may obtain fire weather forecasts and is responsible for requesting spot weather forecasts for their individual fire incidents. Red Flag Warning and Watches are issued by the National Weather Service.

**Aviation Operations** Aviation resources for wildland fire should be ordered through Montrose Interagency Dispatch. When aircraft are ordered, the request should include the following:

- Type and kind of aviation resource being requested.
- Lat/Long (Degrees decimal minutes)
- Ground contact for who will work with the aircraft on the incident.
- Aerial Hazards in the area.

Air Attack will be ordered automatically under certain circumstances per the Interagency Aerial Supervision Guide.

Designated VHF air-to-ground frequencies are required when using aircraft and dispatch will designate the appropriate air-to-ground frequency for the incident.

Aircraft must be DOI/USFS carded for use on fires where federal resources are being used or where federal lands are involved.

Multi-Mission Aircraft (MMA): To order the MMA call the DFPC Duty Officer at (720) 460-9367 and/or fill out and submit the MMA Ordering Form.

**Billing Procedures** DFPC serves as the coordinator for inter-jurisdictional wildland fire billing in Colorado for local, state, and federal agencies. DFPC receives, reviews, and processes invoices between the federal agencies and Colorado cooperators. The parties may aggregate expenses incurred and present an invoice for such expenses to DFPC. Required documentation includes but is not limited to Resource Orders, Crew Time Reports, Equipment Shift Tickets, and Colorado Resource Rate Forms (CRRFs). DFPC will then bill the jurisdictional authority and reimburse the applicable party. A copy of all cost-share agreements between non-federal and federal agencies should be provided to DFPC for billing purposes. All billing procedures must align with Colorado Statewide Fire Management and Stafford Act Response Agreement – Reimbursable Billings and Payments.

**Cost Recovery** In the event that cost recovery is pursued on a trespass fire (regardless of ownership), all costs from the time of the initial report of the fire (including mutual aid) may be pursued. Federal policy requires federal agencies to pursue cost recovery for all human-caused fires on federal jurisdiction.

## GENERAL PROVISIONS

**Personnel Policy** Employees of the Parties to this plan are subject to the personnel rules, laws and regulations of their respective agencies.

**Modification** Modifications within the scope of this Operating Plan shall be made by mutual consent of the Parties, through the issuance of a written modification signed and dated by all Parties prior to any changes being performed. Any Party shall have the right to terminate their participation under this Operating Plan by providing six months written notice to the other Parties.

**Annual Review** This Operating Plan is reviewed annually by January 31st and revised, as needed. Operating plans will remain current until a revised Operating Plan is signed by all parties.

**Duration of Operating Plan** This Operating Plan is executed as of the date of last signature and remains in effect for five years unless modified or superseded.

If the current Colorado Statewide Fire Management and Stafford Act Response Agreement is superseded by a new Agreement, this Operating Plan may remain in effect to the extent that is does not conflict with provisions of the new Agreement, but only until such time that all activities and conditions can be incorporated into a new Operating Plan.

**SIGNATURES-** Authorized Representatives

## COUNTY SIGNATURES

County Sheriff

| Sign | Print | Date |
|---|---|---|
| | | |

County Commissioner

| Sign | Print | Date |
|---|---|---|
| | Jonathan Houck | |

## COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE

Region Battalion Chief

| Sign | Print | Date |
|---|---|---|
|  | Tanner Hutt | 3/8/2021 |

## FEDERAL LAND MANAGEMENT AGENCY SIGNATURES

GMUG Forest Service Supervisor

| Sign | Print | Date |
|---|---|---|
| Chad Stewart | Chad Stewart | 3/8/2021 |

BLM Southwest District Manager

| Sign | Print | Date |
|---|---|---|
| Stephanie Connolly | Stephanie Connolly | 3/18/2021 |

Black Canyon National Park And Curecanti National Recreation Area Superintendent

| Sign | Print | Date |
|---|---|---|
| Deanna Greco | Deanna Greco | 3/8/2021 |

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| Gunnison | | Office | Cell | Email |
|---|---|---|---|---|
| **Dispatch Centers** | | | | |
| **Montrose Interagency (MTC)** | | 970.249.1010 | | comtc@firenet.gov |
| **Gunnison County Dispatch** | | 970.641.8201 | | |
| | | | | |
| **GUX-Gunnison County** | | | | |
| **Sheriff** | John Gallowich | 970.641.1113 | 970.975.1776 | jgallowich@gunnisoncounty.org |
| **Undersheriff** | Scott Jackson | 970.641.1113 | 970.975.1383 | sjackson@gunnisoncounty.org |
| **Emergency Managers** | Scott Morrill | 970.275.1370 | 970.641.2481 | smorrill@gunnisoncounty.org |
| **EOC** | | 970.641.7607 | | eoc@gunnisoncounty.org |
| **Commisioners** | Roland Mason | 970.641.0248 | 970.922.9653 | rmason@gunnisoncounty.org |
| | Liz Smith | | 303.250.3954 | esmith@gunnisoncounty.org |
| | Jonathan Houck | 970.641.0248 | 970.275.9625 | jhouck@gunnisoncounty.org |
| | | | | |
| **Fire Protection Districts** | | | | |
| **Gunnison** | Hugo Ferchau | 970.641.8153 | 970.209.7666 | hferchau@gunnisonco.gov |
| **Crested Butte** | Rob Weisbaum | 970.349.5333 | 724.891.0101 | rweisbaum@cbfpd.org |
| **Arrowhead** | Jim Gelsomini | 303.881.7480 | | avfdchief2014@gmail.com |
| **Ohio City** | Hal Hearne | 970.209.7848 | 970.641.4057 | hlhearne@pcrs.net |
| **Colorado DFPC** | | | | |
| **Gunnison River Region BC** | Tanner Hutt | 970.787.0881 | | tanner.hutt@state.co.us |
| **CO Emergency Operations Line** | *Request BC Assistance | 303.279.8856 | | |
| | | | | |
| **GMUG National Forest** | | | | |
| **Forest Supervisor** | Chad Stewart | 970.874.6674 | 970.275.7347 | chad.stewart@usda.gov |
| **Forest FMO** | Cordell Taylor | 970.874.6643 | 970.615.0922 | cordell.taylor@usda.gov |
| **North Zone FMO** | Vacant | | | |
| **West Zone FMO** | Corey Robinson | 970.327.4261 | 970.901.6691 | cdrobinson@fs.fed.us |
| **East Zone FMO** | Pat Medina | (970) 642-4407 | (970) 596-1086 | pmedina@fs.fed.us |
| | | | | |
| **BLM** | | | | |
| **Southwest District Manager** | Stephanie Connolly | 970.240.5415 | 970.216.5243 | sconnolly@blm.gov |
| **Gunnison Field Office Manager** | Ryan Kay | 970.642.4956 | 719.221.5111 | rmkay@blm.gov |
| **FMO- BLM Southwest CO** | Brandon Lewis | (970) 240-5351 | (970) 596-5359 C | bclewis@blm.gov |
| **Deputy FMO- BLM Southwest CO** | Randy Chappell | (970) 240-5373 | (970) 596-6343 C | rchappell@blm.gov |
| | | | | |
| **DSHEM- RFM** | Drew Peterson | (970) 633-0201 | | drew.petersen@state.co.us |
| | | | | |
| **West Region Fire Council** | Jamie Gomez | 970.615.7300 | 970.249.9051 | jamie.gomez@cowildfire.org |
| | | | | |
| **Colorado State Forest Service** | Sam Pankratz | (970) 258-2105 | (970) 641-6852 | Sam.Pankratz@colostate.edu |
| | | | | |
| **NPS-Black Canyon** | | | | |
| **Chief Ranger** | Chris Mengel | 970.641.2337 | 970.765.1672 | chris_mengel@nps.gov |
| **Park Supervisor** | Deanna Greco | 970.641.2337 ex220 | 770.318.3229 | deanna_greco@nps.gov |

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# 2020 RADIO FREQUENCIES

| Repeater Name | Radio Display Name | RX | Tone GRD | TX | Tone GRD |
|---|---|---|---|---|---|
| BALD MT | BALD | 170.4625 | | 164.8250 | 136.5 |
| BOBCAT | BOBCAT | 170.0250 | | 165.4500 | 146.2 |
| GRAYHEAD | GRAYHEAD | 170.0250 | | 165.4500 | 123.0 |
| GUNNISON PORTABLE | GUN PORT | 170.4625 | | 164.8250 | 127.3 |
| HILL 71 | HILL 71 | 172.3250 | | 173.3250 | 146.2 |
| ISLAND LAKE | ISLAND LAKE | 170.4625 | | 164.8250 | 107.2 |
| JACKSON | JACKSON | 172.3250 | | 166.4250 | 141.3 |
| JUMBO | JUMBO | 170.0250 | | 165.4500 | 71.9 |
| LANDSEND BASE | | 170.4625 | | 164.8250 | 100.0 |
| LANDSEND REPEAT | | 170.4625 | | 164.8250 | 103.5 |
| LONE CONE | LONECONE | 170.0250 | | 165.4500 | 179.9 |
| MATCHLESS | | 172.3250 | | 166.4250 | 103.5 |
| MANTI LA SAL | MANTI | 170.0250 | | 165.4500 | 167.9 |
| MONARCH | MONARCH | 172.3250 | | 166.4250 | 156.7 |
| MONTPELIER | MONTPELR | 170.4625 | | 164.8250 | 114.8 |
| MONTROSE PORT | MONTPORT | 170.0250 | | 165.4500 | 127.3 |
| MUD HILL | MUD HILL | 170.4625 | | 164.8250 | 110.9 |
| 9 MILE | 9 MILE | 172.3250 | | 166.4250 | 167.9 |
| PAONIA BASE | PAONIA | 170.4625 | | 164.8250 | 162.2 |
| PILOT KNOB | PILOTKNB | 170.4625 | | 164.8250 | 131.8 |
| RENO | RENO | 172.3250 | | 166.4250 | 151.4 |
| RASPBERRY | RASPBRY | 170.0250 | | 165.4500 | 107.2 |
| RAZOR DOME | RAZOR | 172.3250 | | 166.4250 | 192.8 |
| STORMKING | STRMKNG | 170.0250 | | 170.0250 | 173.8 |
| **Tac Name** | **Radio Display Name** | **RX** | **Tone GRD** | **TX** | **Tone GRD** |
| BLM WORK | LD WORK | 168.3500 | | 168.3500 | |
| FS WORK | FD WORK | 164.9875 | | 164.9875 | |
| VFIRE21 | VFIRE21 | 154.2800 | | 154.2800 | 156.7 |
| FIRETAC 7 | FIRETAC 7 | 169.2875 | | 169.2875 | |
| **A/G Name** | **Radio Display Name** | **RX** | **Tone GRD** | **TX** | **Tone GRD** |
| CO04 A/G1 | A/G15 | 167.5250 | | 167.5250 | |
| CO04 A/G1 | A/G 13 | 167.4250 | | 167.4250 | |
| CO04 A/G1 | A/G07 | 166.8500 | | 166.8500 | |
| **ALL AIR AMBULANCE** | **VMED28** | **155.3400** | | **155.3400** | **156.7** |
| **NATIONAL FLIGHT FOLLOW** | | **168.6500** | 110.9 | **168.6500** | **110.9** |

Also Refer to West Region Tactical Interoperable Communications Plan (WR TIC)

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# FIRE RESTRICTIONS and CLOSURES

## Purpose

The purpose of Fire Restrictions and Closures (Restrictions/Closures) is to reduce the risk of human-caused fires during unusually high fire danger; for the protection of human life and property. Restrictions/Closures should be considered when weather factors and fuel conditions indicate an increased risk to public safety and fire fighting personnel.
Restrictions/Closures should be planned for the long-term danger and not change at short-term fluctuations in risk, weather, and fire danger.
This guidance should provide fire management staff the tools to develop, implement, and legally enforce Restrictions/Closures. Further, by providing consistency and developing clear messages for the public and partners, this guidance will encourage public acceptance and compliance.
Restrictions/Closures impose many limitations on the general public, and therefore should be implemented only after all other prevention measures have been taken. These measures may include but are not limited to: increasing the number of prevention signs, public contacts, media campaigns, and other proactive public education efforts. Restrictions/Closures should not be considered the equivalent of a fire prevention program.

## Authority

Restrictions/Closures are enacted on federal, state, county, and private lands under federal, state, and local laws. Agency Administrators issue appropriate documents and are responsible for enforcing Restrictions/Closures for those lands on which they have jurisdiction. The authorities related to Restrictions/Closures on federally-managed lands are referenced below:

Bureau of Land Management

- 43 U.S.C. §1701, et seq. (Federal Land Policy and Management Act of 1976)
- 43 CFR, Part 9210 (Fire Management)
- 43 CFR, Part 9212 (Wildfire Prevention)

US Forest Service

- 16 U.S.C. §551; 18 U.S.C. §3559; and 18 U.S.C. §3571 (Violations and Penalties)
- 36 CFR Part 220.6 (Categorical Exclusions)
- 36 CFR Part 261.50 (Orders)
- 36 CFR Part 261.51 (Posting)
- 36 CFR Part 261.52 (Fire)

The complete references shown above may be found at United States Code (U.S.C.): http://uscode.house.gov/
Code of Federal Regulations (CFR): http://www.gpoaccess.gov/cfr/

## Coordination

Restrictions/Closures procedures should be uniform across administrative and geographic boundaries. Agency Administrators and fire management staff are responsible for coordinating with other agencies including, but not limited to, other federal land management agencies, Tribal agencies, Congressional members, Colorado Division of Fire Prevention and Control, Colorado State Parks, county officials (commissioners, sheriffs, emergency managers), permittees, and local fire departments. The scope of the Restrictions/Closures will dictate how much coordination is necessary.
Annually, the parties to the Annual Operating Plan shall review and validate the Restrictions/Closures procedures and monitor the previous year's use of the procedures to ensure Restrictions/Closures are implemented consistently. The conditions identified in the Fire Restriction/Closure Evaluation Guidelines should be agreed upon by all fire management agencies in the county before the onset of fire season and will become part of the Annual Operating Plan.
Restrictions/Closures will be implemented and rescinded by fire restriction area and all agencies within the area will coordinate uniform levels and timing of restrictions, verifying that the trigger points have been reached.

## Initiating a Restriction/Closure

When the conditions identified in the Fire Restriction/Closure Evaluation Guidelines approach critical levels for an area, fire management staff will make Restriction/Closure recommendations to Agency Administrators. Agency Administrators and fire management staff will be responsible for monitoring these conditions.

1. When conditions are identified as critical, fire management staff within the proposed fire restriction area will confer, review conditions, recommend that a fire restriction is necessary for their area of responsibility, and include a start date.

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2. Before the respective agency(s) applies a restriction, they will coordinate with the other agencies in developing a schedule and plan for public notification.

3. The Montrose Interagency Dispatch Center will be notified of Restrictions/Closures.

4. Law enforcement personnel for each agency should have an opportunity to review the Restriction/Closure Orders to assure they are enforceable prior to public release. Law enforcement and fire personnel should jointly develop a plan to enforce the restrictions.

5. Each respective agency will be responsible for assuring their Restriction/Closure Orders are properly completed and signed by the Officer with authority.

6. The Public Information Officer with responsibility for that fire restriction area will organize and initiate the media notification process.

7. Each agency will disseminate Restriction/Closure notification through web pages, signage, and media outreach according to agency guidelines. Additional patrols may be initiated in high risk-high value areas.

8. Each agency will inform agency personnel of the restrictions being enacted and discuss changes in their daily routines to compensate for the increased fire danger. Those responsible for public contact will be provided with a copy of the Restriction/Closure Order and an appropriate map. Each agency will also ensure that all employees understand what each Restriction/Closure means.

County Sheriffs' that have emergency needs to bypass the Fire Restrictions and Closures procedures will immediately notify Montrose Interagency Dispatch Center of the status of Restrictions/Closures occurring in their jurisdictions.

## Rescinding a Restriction/Closure

When a level of restriction is no longer needed, the Restriction/Closure may go to a lower stage by implementing a new, supplemental or modified Order; or the Restriction/Closure may be rescinded.

Removal of Restrictions/Closures will follow the same procedures outlined above. Agency Administrators and fire management staff must agree that the Restrictions/Closures should be removed in the fire restriction area.

## Fire Restriction/Closure Evaluation Guidelines

When weather factors or fire suppression impacts become a concern, the following guidelines will be used to determine if Restrictions/Closures should be considered:

Montrose Interagency Dispatch Response Area at Preparedness Level 4 or Above, and:

Local fire activity is impacting local agencies' suppression resources; making adequate initial attack difficult. The local area is receiving a high occurrence of human-caused fires, or the human-caused risk is predicted to increase.

Adverse fire weather conditions and risks are predicted to continue.

Implementation of existing fire restrictions is not adequately reducing human-caused fires.

Consider initiating STAGE I Fire Restriction if:

- Preparedness Level is 4, and
- one of the above conditions is met.

Consider initiating STAGE II Fire Restriction if:

- STAGE I Fire Restriction has been in effect,
- Preparedness Level is 4 or above, and
- all of the above conditions are met.

Consider initiating STAGE III Closure if:

- STAGE II Fire Restriction has been in effect, and
- Preparedness Level is 5, and
- all of the above conditions are met.

Closures are extremely rare events, and will only be implemented in extraordinary situations, after significant interagency coordination, and when there is a very high risk to human life or property and the ability to manage those risks using Stage I or Stage II Fire Restrictions are no longer viable. Closures should be implemented only in situations where the public's safety cannot be guaranteed.

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## Prohibited Acts Under Stage I and II Fire Restrictions, and Stage III Closure

There will be three stages to fire restrictions – Stage I and II Fire Restrictions and Stage III Closures. Each agency must write its own Fire Prevention Order which authorizes the Restrictions/Closures within their jurisdiction. Each is responsible for using their agency's format and having their law enforcement personnel review the Order to assure it is legally correct and enforceable.

To reduce confusion and standardize the Restrictions/Closures, the following language will be used in all Fire Prevention Orders:

STAGE I Fire Restrictions

The following acts are prohibited:

- The building, maintaining, attending, or using a fire, campfire or stove fire except within a permanently constructed fire grate in a developed campground, developed recreation site, or improved site.
- Smoking, except within an enclosed vehicle or building, a developed recreation site or while stopped in an area at least three feet in diameter that is barren or cleared of all flammable materials.

STAGE II Fire Restrictions

In addition to the prohibited acts of Stage I Fire Restrictions, the following acts are prohibited:

- Building, maintaining, attending, or using a fire, campfire or stove fire.
- Smoking, except within an enclosed vehicle or building.
- Operating a chainsaw or other equipment powered by an internal combustion engine.
- Welding, operating a torch with open flame, or any activities which generate flame or flammable material.
- Use of explosives.

STAGE III Closure

Stage III is a closure prohibiting entry to the affected area. The area is closed to all entry other than the following:

- Persons with a written fire entry and activity permit.
- Any federal, state, or local officer or member of an organized rescue or firefighting force in the performance of an official duty.
- Resident owners and lessees of land within the closed area.

Closures are extremely rare events, and will only be implemented in extraordinary situations, after significant interagency coordination, and when there is a very high risk to human life or property and the ability to manage those risks using Stage I or Stage II Fire Restrictions are no longer viable. Closures should be implemented only in situations where the public's safety cannot be guaranteed.

The following acts are always prohibited on federally managed lands:

- The use of fireworks and other incendiary devices on public lands in Colorado
- Leaving fires unattended or unextinguished

## Exemptions

Exemption from prohibited acts may be granted to specific entities during a Restriction/Closure under the authority of 43 CFR 9212.2 and 36 CFR 236.50 (Orders), and 43 CFR 9212.3 (Permits).

Exemptions to a Fire Prevention Order will be included in the Order and identify those persons who, without a written permit, are exempt from the closure or restrictions (43 CFR 9212.2 / 36 CFR 236.50). Further, 43 CFR 9212.3 states that Permits may be issued to enter and use public lands designated in Fire Prevention Orders when the authorized officer determines that the permitted activities will not conflict with the purpose of the Order. Each permit shall specify:

- The public lands, roads, trails or waterways where entry or use is permitted;
- The person(s) to whom the permit applies;
- Activities that are permitted in the closed area;
- Fire prevention requirements with which the permittee shall comply; and
- An expiration date.

An authorized officer may cancel a Permit at any time.

Exemptions from prohibited acts may also be included in the Fire Prevention Orders under the discretion of the Agency Administrator. Typically, exemptions included in an Order specify an allowable use of a prohibited act. Examples include:

The following acts are prohibited until further notice:

- The building, maintaining, attending, or using a fire, campfire or stove fire.

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EXEMPTION: Use of a heating or cooking device fueled solely by liquid fuels that can be turned on and off is allowed.

• Operating a chainsaw or other equipment powered by an internal combustion engine. EXEMPTION: Operating a chainsaw or other equipment powered by an internal combustion engine between the hours of 5:00 am and 11:00 am is allowed.

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

## Restriction/Closure Boundaries

Restrictions/Closures should be implemented on the smallest geographic scale to affect the fewest number of people.

For ease of implementation and interagency coordination, an Order should be designed to cover an easily identifiable, logical geographic area. This may be a county, district or field office boundary, a watershed, or an area bounded by specified roads or topographic features.
All orders should be accompanied by a high-quality map clearly delineating the boundaries of the Restrictions/Closures in such a manner that the public can readily locate those boundaries on the ground. As enforcement is a key component of every Order, the boundaries must be designed to facilitate compliance.

Various stages might be in effect in more than one geographic area across the landscape. However, before making the decision to implement more than one Restriction/Closure at a time on the landscape, there needs to be careful consideration of the potential for confusion and for potential effects on the public.

## Communication

The planning process for Restrictions/Closures will include a public awareness campaign, keeping the media and public informed of the possibility of Restrictions/Closures. All press releases, descriptions of Restrictions/Closures, and other necessary agency documents will be available in template format before the start of the fire season. Public Information Officers will then prepare a media notification plan to inform the public.

Development and issuance of news releases will be coordinated with all agencies for any implementation or rescission of Restrictions/Closures. Public information about Restrictions/Closures must be broad-based, clear, and coordinated.

Each agency will inform it's personnel of the Restrictions/Closures being enacted and discuss changes in their daily routine to compensate for the increased fire danger. Those responsible for public contact will be provided with a copy of the Order and appropriate map.

Public Information Officers for each agency will be responsible for notifying the public ways in which they can find the status of Restrictions/Closures for any area in Colorado. The intent is to better inform the public of Restrictions/Closures throughout Colorado when they may be planning activities at areas away from their homes.

## Definitions

The following definitions should be used as part of, or referenced to, the Special Orders or laws that initiate and authorize a Stage I or Stage II Fire Restriction and a Stage III Closure:

Campfire: A fire, not within any building, mobile home or living accommodation mounted on a vehicle that is used for cooking, branding, personal warmth, lighting, ceremonial or aesthetic purposes. Campfires are open fires, usually built on the ground from native fuels or charcoal, including charcoal grills. Campfire includes "fire".
Chainsaw: A saw powered by an internal combustion engine with cutting teeth linked in an endless chain.
Closure: The closing of an area to entry or use.
Developed Campground: An area that provide designated campsites, toilets, picnic tables, and fire rings.
Developed Recreation Site: An area which has been improved or developed for recreation. A developed recreation site is signed as an agency-owned campground or picnic area and identified on a map as a site developed for that purpose.
Explosives: Any substance or article, including a device, which is designed to function by explosion (i.e., an extremely rapid release of gas and heat) or which, by chemical reaction within itself, is able to function in a similar manner even if not designed to function by explosion. For the purposes of these restrictions, firearms are not considered an explosive.
Fire Grate/Fire Ring: A permanent structure, installed by the agency managing the lands, that is used for building a campfire.

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Fire Prevention Order: A legal document restricting certain prohibited acts that are issued in times of increased fire danger and human-caused fire activity. Orders specify actions that are prohibited in specific areas under the jurisdiction of the agency with authority over the lands identified in the Order. Fire Prevention Orders also specify the duration of the restrictions and identify the legal references granting authority to restrict the mentioned acts.
Fire Restriction Area: The area that is covered by a Fire Restriction/Closure Order. Restrictions/Closures enacted cover the area defined by the Order as defined in the Order.
Fire: The burning of timber, trees, slash, brush, tundra, grass or other flammable material such as, but not limited to, petroleum products, trash, rubbish, lumber, paper, cloth or agricultural refuse occurring out of doors and includes campfires.
Improved Site: An area that has been cleared and has an established fire barrier that restricts fire spread, and includes improvements such as picnic tables and/or toilets.
Permit: A written document issued by an authorized agency representative to specifically authorize an otherwise prohibited act.
Restriction: A limitation on an activity or use.
Stove Fire: A campfire built inside an enclosed stove, grill or portable stove; including a space heating device.
Torch: Any of various lamp-like devices that produce a hot flame and are used for soldering, burning off paint, etc.
Welding: To unite or fuse (as pieces of metal) by hammering, compressing, or the like, especially after rendering soft by heat, and sometimes with the addition of fusible material like or unlike the pieces to be united.

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Exhibit A- Contacts
Exhibit B- Interagency Communications Plan
Exhibit C- Fire Restrictions Plan

# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Commercial Lease Agreement; Tom Anderson, d/b/a Be

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Gunnison County and Tom Anderson dba Beleza, Inc.

**Term Begins:** 04/01/2021 **Term Ends:** 3/31/2022 **Grant Contract #:**

**Summary:**

New agreement to lease airport property to Beleza, Inc. for the use of operating a commercial business.

**Fiscal Impact:** Annual Rent Total: $7,200.00

**Submitted by:** Stephanie Williams **Submitter's Email Address:** swilliams@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 4/2/2021

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/24/2021 Certificate of Insurance Required

Yes (●) No ( )

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

## COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is dated as of this ____ day of _____, 2021 (the "Effective Date") by and between the **BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO**, a body corporate and politic, on behalf of the **GUNNISON-CRESTED BUTTE REGIONAL AIRPORT** (the "County") and **TOM ANDERSON, D/B/A BELEZA, INC.**, (the "Tenant").

## RECITALS

A. The County is the owner and operator of the Gunnison-Crested Butte Regional Airport (the "Airport") and the County owns the real property located in the City of Gunnison, Gunnison County, Colorado as more particularly described in Exhibit A, commonly known as 711 S. 10th Street and 725 S. 10th Street, Units A, A-1, B, C and D, Gunnison, CO 81230 (the "Building").

B. The Building is located within an area directly adjacent to the Airport, sometimes referred to as a land-side property, and the County desires to lease a portion of the Building as more particularly described in Exhibit B, also known as 725 S. 10th Street, Unit D, Gunnison, CO 81230 (the "Leased Premises") to the Tenant.

C. The Tenant desires to lease the Leased Premises from the County for the purpose of custom stone and other material countertops and related retail, design, fabrication, installation and material storage services and in accordance with the terms and provisions of the Lease and any applicable Airport regulations and the County desires to lease the Leased Premises to the Tenant.

## AGREEMENT

For and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Tenant agree as follows:

## ARTICLE I. THE LEASED PREMISES

**Section 1.01** The Leased Premises. The County leases to the Tenant and the Tenant leases from County, upon the terms and provisions of this Lease and subject to the provisions of the applicable Airport regulations, including but not limited to Federal Aviation Regulations Part 77, exclusive use of the Leased Premises as shown on Exhibit B. The Tenant shall have non-exclusive access to shared parking directly in front of the Building fronting Railroad Ave. and behind the Building, off the alley between S. 9th St. and S. 10th St., all designated as common space equally shared by all tenants of the Building as shown on Exhibit B. **In no event shall any parking be permitted along either side of S. 10th Street along the side of the Building or against any of the Airport's runway fencing.** For purposes of clarity, this Lease does not permit the Tenant to use any portion of the Airport facility or property. Tenant, any of its employees, agents, guests, licensees or invitees must abide by all posted Airport signage and regulations.

**Section 1.02** Fixtures, Furniture and Equipment. As part of the Leased Premises, County includes fixtures, furniture and equipment as described in Exhibit C. Subject to prior written approval by the County, Tenant may purchase and install additional fixtures, furniture and equipment within the Leased Premises that it has exclusive use of. Any such purchase and installation shall be at the Tenant's own expense. The County and Tenant shall jointly verify the existing fixtures, furniture and equipment in Exhibit C as well as catalog any Tenant-provided fixtures, furniture and equipment.

**Section 1.03** Condition of Leased Premises. The Tenant has had an opportunity to inspect the Leased Premises and acknowledges that it is fit for Tenant's use and enjoyment. The taking of possession of the Leased Premises shall be deemed an acceptance of the same by the Tenant in its "AS IS" condition without any obligation whatsoever on the part of the County to repair, remodel, reconstruct or modify the Leased Premises for the Tenant. The Tenant has had an opportunity to inspect and measure the Leased Premises and acknowledges that the approximate square footage of the Leased Premises is **one thousand and two hundred (1,200)** square feet.

**Section 1.04** Permitted Use. The Tenant shall use the Leased Premises solely for the purpose(s) described above at D of the Recitals, as approved by the County and other related business purposes. No other use shall be permitted without the County's prior written consent.

**Section 1.05** No Hazardous Use, Nuisance or Waste Permitted on Leased Premises. The Tenant shall not use or permit the Leased Premises to be used for any business or purpose deemed by the County to be hazardous, or in any manner as to constitute a violation of any federal, state, county, and local laws, rules, regulations, requirements or orders of any lawful governmental or public authority relating to the Leased Premises. Tenant covenants and agrees at its sole cost and expense to fully and promptly comply with all such laws, regulations, ordinances and every order or regulation enacted by such authorities, including but not limited to, the United States, the County of Gunnison, the State of Colorado and the Federal Aviation Administration. The Tenant agrees that it shall not permit any noxious or offensive activity on the Leased Premises or allow any nuisance to exist on the Leased Premises which may cause disturbance to other tenants of the Building or to others on adjacent or nearby property. Further, the Tenant agrees that nothing shall be done or kept on the Leased Premises which might impair the value of the Leased Premises or which would constitute waste.

**Section 1.06** No Smoking, Vaping and E-Cigarettes. Smoking, vaping and the use of e-cigarettes is not permitted on the Leased Premises, in the Building or in any County building. The Tenant may, at the Tenant's discretion, permit its employees and invitees to smoke, vape or use e-cigarettes outside of the Leased Premises and Building; provided, however, that such activities must occur at a distance of at least twenty-five (25) feet from any entrance. Smoking, vaping and e-cigarette use is not permitted in any location where prohibited by law or regulations governing the Airport. The Tenant shall remove all smoking, vaping and e-cigarette debris (including wrappers, butts and matches) from the Leased Premises and Building at least twice per week. If this task is not performed to the satisfaction of the County, the County may

remove such debris and charge the cost of removal, plus an administrative fee of 50% of such cost, to the Tenant.

## ARTICLE II. TERM

**Section 2.01** Term. The term of this Lease shall be a period of one (1) year (the "Term"), commencing on **April 1, 2021** (the "Commencement Date") and ending on **March 31, 2022** unless terminated earlier in accordance with the terms of this Lease.

**Section 2.02** Option to Extend. Upon expiration of the Term and provided that the Tenant is not in default of its obligations under this Lease, the Tenant may request an extension of this Lease for additional one (1) year periods (each an "Extended Term"), upon the same terms and conditions, but any such grant of an Extended Term shall solely be at the County's discretion. The Tenant shall make any such request for an Extended Term by providing written notice to the County no later than sixty (60) days prior to the expiration of the Term or Extended Term and no earlier than six (6) months prior to the expiration of the Term or Extended Term. Rent, for each Extended Term, if granted, shall be adjusted as set forth in this Lease.

## ARTICLE III. RENT

**Section 3.01** Rent. The Tenant shall make annual rental payments (the "Annual Rent") for the Premises of **seven thousand and two hundred and 00/100 U.S. Dollars ($7,200.00)** payable in monthly installments in advance on the first day of each month of **six hundred and 00/100 U.S. Dollars ($600.00)**. The Tenant shall pay as "Additional Rent" all other payments of whatever nature that Tenant has agreed to pay or assume under this Lease, Annual Rent and Additional Rent may be referred to collectively as "Rent." The payment of Rent shall begin on the Commencement Date. without demand in accordance to the amounts set forth in the table below.

**Section 3.02** Extended Term Increased Annual Rent. Effective for any Extended Term, the Annual Rent shall be adjusted by the greater of either (1) the CPI Adjustment as described below, or (2) a flat three percent (3%) increase in the Annual Rent. The "CPI Adjustment" shall be calculated using the Bureau of Labor Statistics (BLS) CPI inflation calculator using the monthly installment of Annual Rent for the January of the expiring Term or Extended Term compared to the January of the year in which the Extended Term shall begin.

**Section 3.03** Security Deposit. The Tenant has previously paid, and the County continues to hold a security deposit in the amount of **one thousand and twenty-five and 00/100 U.S. Dollars ($1,025.00)**. This security deposit will be held by the County to ensure the Tenant's faithful performance of all of the terms, conditions and covenants of this Lease. The County may apply the security deposit to cure any default. The Tenant may not apply the security deposit to the payment of Annual Rent or for the performance of other obligations. The County will refund the security deposit within 30 days after termination of the Lease, less any deductions for past due amounts or damage to the Leased Premises.

**Section 3.04** Manner of Payment. All amounts due under this Lease shall be paid on the first of each month during the Term or any Extended Term and paid to the County at

Gunnison County Finance
200 E. Virginia Ave.
Gunnison, CO 81230
Attn: Juan Guerra, Interim Finance Director

or at such place as County designates by proper notice as provided in Section 18.12. All checks shall be subject to collection and the Tenant shall pay all bank charges incurred by the County as a result of dishonor. Any Rent or fees not received by the County within five (5) days of the applicable date due shall incur a late fee of ten and 00/100 U.S. Dollars ($10.00) per day until paid. The County shall apply all payments received first to past due amounts and second to current Rent and fees.

**Section 3.05** Proration. If the Term or Extended Term commences on a day other than the first calendar day of a month, then Tenant shall pay to County a prorated monthly installment of Annual Rent, calculated using the number of days that exist prior to the first day of the succeeding month, with a similar adjustment being made at the termination of the Lease.

## ARTICLE IV. MAINTENANCE; UTILITIES; INSEPCTIONS

**Section 4.01** Tenant Maintenance Obligations. Throughout the duration of the Lease, all repairs or maintenance to the Leased Premises shall be the obligation of the Tenant. The Tenant agrees to: (1) maintain the Leased Premises and all improvements, fixtures, furnishings and equipment in good working order and repair; (2) keep the interior of the Leased Premises painted, clean and sanitary, (3) keep shared parking areas, paved walkways leading to the Leased Premises clear of ice, snow, litter and debris, (4) perform routine maintenance of the Leased Premises, including, but not limited to, maintaining any landscaping adjacent to the Leased Premises, restroom plumbing, lighting, ballasts, doors and locks. The Tenant shall not overload the floors or walls of the Leased Premises. The Tenant shall be responsible for janitorial services for the Leased Premises. For purposes of this Section 4.01, "routine maintenance" shall mean any repair or maintenance done in the ordinary course for the purpose of preserving machinery, equipment and improvements in good working order and condition and shall not include any extraordinary maintenance or repair.

**Section 4.02** Failure to Maintain. Should the Tenant fail to maintain the Leased Premises in a satisfactory manner according to the terms of this Lease, the County may conduct such maintenance on behalf of the Tenant, and the Tenant shall reimburse the County for all costs and expenses plus an administrative charge of 50% of such costs incurred in connection with such maintenance.

**Section 4.03** Service and Maintenance by Professionals. All Tenant maintenance obligations at the Leased Premises shall only be performed by qualified or licensed service professionals. Upon request by the County, Tenant shall promptly provide a list of all service agreements, a copy of any service agreements in place as well as contact information for personnel providing such services to Leased Premises. The County shall have the right to enter the Leased Premises as more specifically set forth in Section 4.07 below, to determine compliance with this Section 4 of the Lease.

**Section 4.04** Utilities. The Tenant shall be responsible for obtaining all utilities associated with the Leased Premises, including but not limited to, electricity, heat, internet service, telecommunications services, snow removal, trash removal and any other services not provided by the County to the Leased Premises at the Tenant's sole cost and expense. To the extent the provision of additional services to the Leased Premises requires alterations of the Building, the Tenant shall comply with the terms of Article V below. The disruption, failure, lack or shortage of any service or utility due to any cause whatsoever shall not affect any obligation of the Tenant hereunder, and the Tenant shall faithfully keep and observe all the terms, conditions and covenants of this Lease and pay all Rent due hereunder, all without diminution, credit or deduction. The County shall not be liable for any failure to make any repairs or to perform any maintenance to utilities unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to the County by the Tenant. If any maintenance or repair is necessitated due to the acts or omissions of the Tenant, its employees, agents or invitees, the Tenant shall pay the costs of such repairs or maintenance to the County within thirty (30) days after receipt of an invoice, together with an administrative charge in the amount equal to fifteen percent (15%) of the cost of the repairs. The County shall not be liable to Tenant for any interruption of Tenant's business or inconvenience caused due to any work performed within the Leased Premises or Building. To the extent allowed by law, the Tenant waives the right to make repairs at the County's expense under any law, statute or ordinance now or hereafter in effect.

**Section 4.05** County Provided Services. Notwithstanding the above, the County shall provide to the Tenant during the Lease, as part of the rental consideration, the following services: **water and sewer**

**Section 4.06** Inspection of Leased Premises. The Tenant will permit the County, its representatives or agents to make inspection of the Leased Premises at any time to confirm compliance with the terms of this Lease. If there is a potential (based upon reasonable facts or circumstances) or an actual material breach or violation of this Lease, or if an emergency exists which necessitates the County's access to the Leased Premises in the County's sole discretion, the County shall have the right to enter upon and inspect the Leased Premises and to do any reasonable act or thing in order to enforce its rights and obligations under this Lease. In all cases except an emergency, the County shall give the Tenant twenty-four (24) hours prior written notice, which shall specify the particular purpose for entering onto the Leased Premises.

**Section 4.07** Accident Reports. In the case of an accident or emergency, Tenant agrees to cooperate with the County in the formulation of an action plan and any response to media inquiries. All accidents, significant occurrences, incidents, situations requiring official reporting or action, including law enforcement response, shall be reported to the County as soon as possible but no later than the next business day. Reports provided must include the name, address, telephone number for any injured persons and any witnesses, any statements collected, a description of the accident including when, where and how it occurred, a

description of any bodily injury or property damage and the action taken by Tenant or other persons.

## ARTICLE V. IMPROVEMENTS; ALTERATIONS; ADDITIONS

**Section 5.01** Requirements for Improvements; Alterations; Additions. No improvements, alterations or additions ("Alterations") shall be made to the Leased Premises by the Tenant without prior written consent of the County, including but not limited to, Alterations of Building walls, roofs, support, finishes, any mechanical, electrical or plumbing system, carpet, paint, interior remodel of spaces and any exterior alterations. In such event, any permitted Alterations shall be performed subject to the following conditions.

**(a)** Prior to the construction of any Alterations, the Tenant shall submit Detailed Plans and Specifications to the County for approval. "Detailed Plans and Specifications" means drawings, maps or plans depicting the location, character, dimension and details of the Leased Premises and all improvements the Tenants desires to make to the Leased Premises. The Detailed Plans and Specifications may include, without limitation, construction details, fire protection systems, lighting, utilities, architectural drawings, layout and colors, containment areas for construction equipment and materials, building footprint, fencing and gates and any other information which may reasonably be required by the County to assess the plans.

**(b)** The Tenant shall be responsible for obtaining all applicable planning and zoning approval, building permits and other required governmental authorizations, including but not limited to, any necessary Federal Aviation Administration approvals, for the Alterations with copies of all permits and authorizations provided to County prior to commencement of any Alteration.

**(c)** The Tenant shall execute a contract for construction with a provision naming the County as a third-party beneficiary, with a copy of this provided to the County.

**(d)** The Tenant shall provide proof of surety bonds in a form acceptable to the County covering the Alterations.

**(e)** All Alterations shall be done in a good and workmanlike manner in compliance with all applicable laws, ordinances, rules and regulations and subject to the County's reasonable acceptance. If Alterations are not done in a good and workmanlike manner and in accordance with all applicable authorities, the County shall have the right to correct such Alterations and the Tenant shall pay the cost and expense of such correction to the County immediately upon demand by the County, plus an amount equal to the County's cost of overhead expense attributable to the making of such repairs (to be reasonably determined by the County).

**(f)** All work done in connection with Alterations shall be at the Tenant's sole cost and expense and Tenant shall be wholly responsible to all contractors, subcontractors, laborers and materialmen.

**(g)** The Tenant shall ensure that at no time shall any mechanic's lien or lien for work connected to Alterations be asserted against the Leased Premises or any part of the Building. If such a lien or encumbrance is filed or recorded against the Leased Premises or Building, the Tenant shall promptly discharge said lien or encumbrance. If any such lien or encumbrance has not been removed within thirty (30) days from the date it is filed or recorded, the Tenant shall deposit with the County an amount in cash equal to one

hundred fifty percent (150%) of the amount of the lien filed or post a bond in form reasonably satisfactory to the County until said lien or encumbrance is discharged. If the Tenant fails, neglects or refuses to satisfy any such lien or encumbrance or refuses to secure the County as provided above, then the County shall have the option, but not the obligation, to satisfy such lien or encumbrance and any amounts paid by the County shall be promptly reimbursed by the Tenant.

**(h)** The Tenant shall diligently pursue construction of any approved Alterations until completion.

**(i)** Upon completion of work on any Alterations, the Tenant shall be responsible for restoring all areas disturbed by construction activities, whether or not such areas are located outside the Leased Premises, to the general condition existing prior to construction.

**(j)** Approved Alterations shall not be removed, expanded or materially altered without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.

**(k)** Approved Alterations constructed in accordance with this process shall be permanently attached to the Premises and at the termination of this Lease shall not be removed, altered or changed by the Tenant in any way.

**(l)** In no case shall any Alterations constitute grounds for extending the term of this Lease.

## ARTICLE VI. SIGNAGE

**Section 6.01** Signage. The Tenant shall not install any new sign, lettering, advertisement or posting in, upon or around the Leased Premises or Building without the prior written consent of the County. The Tenant shall pay for all costs in connection with the posting of a sign approved by the County, including, but not limited to, artwork, application, permits, installation and maintenance. The County shall have absolute discretion in approving any such sign. The Tenant shall pay for costs of removal of signs from the Leased Premises and Building upon termination of the Lease and the Tenant shall pay the costs of repair if any damage is caused by such removal.

## ARTICLE VII. INSURANCE; INDEMNIFICATION; DAMAGE

**Section 7.01** Insurance. During the Term and any Extended Term of this Lease, the Tenant shall carry and maintain in full force and effect and at its sole cost and expense, the following insurance policies, which limits can be met with a combination of primary and excess/umbrella policies. Within thirty (30) days of the execution of this Lease, Tenant will provide insurance certificates to the County, listing the County as an additional insured for all liability insurances, for the coverages required herein. Any such policies shall not be materially changed or cancelled without thirty (30) days advance written notice to the County.

**(a)** Comprehensive General Liability Insurance, or the equivalent, in the minimum amount of one million ninety-three thousand and no/100 U.S. Dollars ($1,093,000.00) per occurrence or as a combined single limit each occurrence.

**(b)** Fire or Extended Coverage Insurance in an amount sufficient to fully cover replacement costs for Tenant's improvements, fixtures, furnishings, equipment and any other personal property of Tenant's kept or maintained at the Leased Premises.

**(c)** Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Tenant during the term of this Agreement.

**(d)** Automobile Insurance on all vehicles used by Tenant in the course of business related to this Lease, including but not limited to, any storage or operation of owned or hired vehicles on the Leased Premises or Building, in the minimum amount of one million ninety-three thousand and no/100 U.S. Dollars ($1,093,000.00) per occurrence or as a combined single limit each occurrence.

**Section 7.02** County Rights. If the Tenant fails to obtain and maintain insurance, the County may obtain insurance coverage on behalf of the Tenant, and the amount of any premium paid by the County for such insurance shall be immediately payable by the Tenant to the County. The County may also treat the failure of the Tenant to obtain insurance as a default under this Lease and may proceed with any remedy available to it.

**Section 7.03** Additional Insurance. The Tenant may insure the Premises in such additional amounts and for such other risks as the Tenant deems appropriate or as may be required by the County.

**Section 7.04** Waiver of Subrogation. The Tenant agrees to waive all rights of recovery against the County if any damage, claim, loss or liability sustained by Tenant is covered and paid for by insurance to the extent of the insurance coverage. Tenant shall give notice to its insurance carrier(s) that a waiver of subrogation is contained in this Lease and all policies required shall contain a waiver of subrogation endorsement naming the County.

**Section 7.05** Indemnification. The Tenant shall indemnify, defend and hold the County, its elected officials, officers, employees and agents harmless from and against any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees) in connection with: (1) the Tenant's failure to perform its obligations under this Lease, and (2) the acts and omissions of Tenant, its officers, employees, agents and invitees that occur on or about the Airport, Building and Leased Premises during the term of this Lease. The indemnities set forth in the paragraph shall survive the termination or expiration of this Lease.

**Section 7.06** Risk of Loss. The Tenant assumes the risk of loss or damage to the contents of the Leased Premises, whether from fire, theft, accident, earthquake, snow, water damage or any other cause whatsoever. The Tenant assumes all risk of loss to personal property located on the Leased Premises, and the County shall not be liable for any damage to, or loss of, such property, or for damage or loss suffered by Tenant in connection with any act or omission of a third party. The County shall not be liable for damage or loss resulting from: (1) bursting, overflowing or leaking water, (2) sewer or steam pipes, (3) heating or plumbing fixtures, (4) electrical wiring, (5) gases or odors or (6) or any other loss or damage that would otherwise

have been avoided if Tenant had obtained appropriate insurance that insured against such loss or damage.

**Section 7.07** Casualty Damage.

**(a)** In the case where the Leased Premises shall be rendered untenantable by fire, explosion or other casualty, which is not the fault of the Tenant, and the Leased Premises cannot be restored within 180 days after such occurrence, the County or the Tenant may, at their option, terminate this Lease. The Tenant shall pay all amounts due and accruing through such date of termination, and the parties shall be discharged of all further obligations under this Lease.

**(b)** If the Leased Premises are damaged, without fault of the Tenant, in such a way as to make the Leased Premises unfit for occupancy, the Tenant's obligation to pay Rent shall be abated until such damage is repaired and the Leased Premises are again fit for occupancy. If such damage can be repaired within a reasonable period of time by the County's estimation, then the County shall repair such damage with all reasonable speed and Rent shall be abated for the period during which the Tenant is deprived of the use and occupancy of the Leased Premises.

**(c)** If the Leased Premises, without fault of the Tenant, receives only minor damage but such damage does not render the Leased Premises unfit for occupancy, the County, upon receipt of notice of the occurrence of such event, shall repair such damage with reasonable promptness; provided, however, that there shall be no abatement of Rent.

**(d)** If the Leased Premises are damaged or destroyed by the Tenant, its employees, invitees or agents, the Tenant shall be liable for all costs and expenses to repair the Leased Premises and Building to substantially the same condition that existed prior to the casualty, and the Tenant shall continue to pay Rent during the pendency of any such repairs. The Tenant agrees to commence any remedial work within 15 days after written notice by the County and to complete all remedial work required in the reasonable opinion of the County to restore the Leased Premises and Building to its original condition, within the number of days specified in the written notice provided such work can be reasonably performed within such number of days. If remedial work is not undertaken and completed in the specified time frame, the County may undertake and complete the work or contract to complete the remedial work and shall be reimbursed by the Tenant for any and all reasonable costs incurred by the County in performing such repairs, including any overhead costs reasonably allocable to the performance thereof. The remedies in this section are cumulative to any other remedies provided in this Lease.

**Section 7.08** Environmental Matters. If the Tenant stores, spills or releases any hazardous or toxic substance or material (including any substance that could constitute a hazardous waste or environmental condition) on, near, in or at the Leased Premises or Building (each, an "Incident"), the Tenant shall immediately notify the County and any other governmental authority with jurisdiction (such as the Environmental Protection Agency) and shall promptly take all action necessary to remediate the Incident and restore the affected area in accordance with applicable law. The remediation and restoration of any such area shall not adversely affect

the maintenance, operations or future development of the adjacent Airport. The Tenant agrees to release, hold harmless and indemnify the County, its officials, employees, officers and agents from and against any and all fines, suits, claims, losses, demands, penalties, liabilities, costs or expenses (including reasonable attorney's fees), settlements, remedial action requirements, enforcement actions, administrative proceedings and any other action of any kind or nature, including personal injury, wrongful death or property damage arising out of, or in connection with, the discovery, remediation or disposal of any hazardous waste or environmental condition existing on, in, under or about the Leased Premises, Building or the Airport caused directly or indirectly by an act or omission of the Tenant or its officers, employees, agents, contractors, invitees, successors, predecessors, sublessees, or assigns. As used in this Lease, the terms "hazardous waste" and "environmental condition" shall mean (a) any "hazardous waste" as defined in the Solid Waste Disposal Act (as amended by the Resource Conservation and Recovery Act of 1976, as amended) and the regulations promulgated thereunder; (b) any "Hazardous Substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and the regulations promulgated thereunder; (c) any oil, petroleum products or by-products; (d) asbestos or asbestos-containing substances; and (e) any Hazardous Substance, toxic substance, toxic pollutant, or any substance whose release, disposal, generation, storage or emission is regulated by federal, state or local law.

## ARTICLE VIII. DISCLAIMER OF LIABILITY

THE COUNTY HEREBY DISCLAIMS, AND THE TENANT HEREBY RELEASES THE COUNTY AND ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY THE TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS LEASE OR ANY EXTENSION THEREOF INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF TENANT OR TENANT'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE LEASED PREMISES OR BUILDING, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY THE COUNTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR IS CAUSED BY THE COUNTY'S BREACH OF ITS OBLIGATIONS UNDER THIS LEASE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE FOR SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, WITHOUT LIMITATION, PUNITIVE DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT BE CONSTRUED TO CONSTITUTE AN AGREEMENT BY THE TENANT TO INDEMNIFY THE COUNTY FOR THE COUNTY'S NEGLIGENT, WILLFUL OR INTENTIONAL ACTS.

## ARTICLE IX. LIENS AND BANKRUPTCY

**Section 9.01** Liens Prohibited. The Tenant shall not permit any lien or encumbrance to be placed upon the Leased Premises. If a lien or encumbrance is placed upon the Leased Premises, the County may satisfy such lien or encumbrance, and the Tenant shall reimburse the County

in full at the next rent payment date. If the Tenant fails to reimburse the County by the next rent due date, amounts remaining past due shall bear interest at the lesser of: (1) the maximum rate permitted by law or (2) 18% per annum until paid and the County may pursue any other remedy available to it.

**Section 9.02** Bankruptcy. If Tenant is unable to pay its debts when due, files for bankruptcy, seeks relief from creditors or has a receiver appointed on its behalf, the County may terminate this Lease, except to the extent such termination may be avoided by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect regarding creditors' rights generally or principles governing the availability of equitable remedies. Nevertheless, the County shall have a claim in such bankruptcy or receivership proceeding in an amount equal to the aggregate amount of Rent due and payable from the date such proceeding commenced through the remainder of the Term (and any renewal or extension thereof). The amount of such damages may be satisfied by the County out of monies or assets deposited by the Tenant under this Lease as security for payment of its obligations.

## ARTICLE X. REPRESENTATIONS & WARRANTIES

**Section 10.01** Representations & Warranties. The Tenant represents and warrants to the County as follows:

**(a)** The Tenant is lawfully existing entity or individual that is qualified to conduct business in Colorado.

**(b)** The Tenant has all requisite power and authority to enter into, and perform its obligations under, this Lease.

**(c)** All requisite entity action authorizing the Tenant to enter into, and perform its obligations under this Lease have been duly taken and approved.

**(d)** The execution, delivery and performance of this Lease by the Tenant does not and will not: (1) require the consent of any person or entity, (2) violate any legal requirement, (3) conflict with or constitute a breach or violation of (a) the Tenant's articles of organization, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Tenant is bound or affected.

**(e)** The Tenant understands and shall comply with Colorado Revised Statutes §18-8-301, et seq. (Bribery and Corrupt Influences) and Colorado Revised Statutes §18-8-401, et seq. (Abuse of Public Office) and that no violation of such statutes has occurred or is occurring.

**(f)** No officer or employee of the County has any personal, financial or beneficial interest whatsoever in this Lease or in any operations to be conducted by the Tenant upon the Leased Premises.

## ARTICLE XI. DEFAULT AND REMEDIES.

**Section 11.01** Events of Default. Any one or more of the following events shall be an "Event of Default":

**(a)** The failure of the Tenant to make any payment of Rent or any other payment required to be paid by the Tenant under this Lease when and as the same shall become due and payable, if such failure continues for a period of ten (10) days after written notice thereof from the County to the Tenant;

**(b)** The Tenant shall vacate or abandon the Leased Premises; however, as long as no monetary default exists, Rent is being paid and the Tenant is maintaining the insurance described in Article VII above, vacation or abandonment of the Leased Premises shall not constitute a default;

**(c)** The Tenant shall fail to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease other than those referred to in the foregoing Sections 11.01(a) and (b), and the Tenant fails to remedy the same within thirty (30) days after the County has given the Tenant written notice specifying such default or such additional period, if any, as may be reasonably required to cure the failure if the failure reasonably cannot be cured within a thirty (30) day period, provided the Tenant commences to cure such default within thirty (30) days after receipt of notice and thereafter diligently pursues such cure to completion;

**(d)** The Tenant fails to vacate the Leased Premises upon the termination of a hold-over term in accordance with Section 11.03 of this Lease; or

**(e)** The making by the Tenant of any general arrangement or assignment for the benefit of creditors; (ii) the filing by the Tenant of a voluntary petition in bankruptcy under Title 11 U.S.C. or the filing of an involuntary petition against the Tenant which remains uncontested for a period of sixty (60) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of the Tenant's assets located at the Leased Premises or of the Tenant's interest in this Lease; or (iv) the attachment, execution or other judicial seizure of substantially all of the Tenant's assets located at the Leased Premises or of the Tenant's interest in this Lease, provided, however, in the event that any provisions of this Section 11.01(e) is contrary to any applicable law, such provision shall be of no force or effect.

**Section 11.02** Remedies. Upon the occurrence of an Event of Default, the County shall have the option to (i) institute suit against the Tenant to collect Rent or other sum as it becomes due or to enforce any obligation under this Lease, (ii) terminate this Lease, (iii) terminate the Tenant's right to possession without terminating this Lease, or (iv) cure the Event of Default on behalf of the Tenant. If County cures an Event of Default on behalf of the Tenant, the Tenant shall, on demand and as Additional Rent, reimburse the County for the County's expenses incurred thereby including the costs of removing and storing the Tenant's or any other occupant's property. All past due payments required of the Tenant hereunder shall bear interest from the date due until paid at the lesser of ten percent (10%) per annum or the maximum lawful rate of interest. If the County terminates either this Lease or the Tenant's right to possession of the Leased Premises, the Tenant will immediately surrender the Leased

Premises to the County. If the Tenant fails to surrender the Leased Premises, the County may enter upon and take possession of the Leased Premises and expel or remove the Tenant and any other person who may be occupying the Leased Premises or any part thereof. Any termination only of the Tenant's right to possession of the Leased Premises will not relieve the Tenant of the Tenant's obligation to pay the Rent under this Lease. The County shall use reasonable efforts to mitigate any damages incurred by the County and to re-let the Leased Premises. In determining the amount of loss which the County suffers by reason of termination of this Lease, allowance shall be made for the expense of repossession and any necessary repairs, but not for any remodeling undertaken by the County following repossession. Except as provided otherwise in this Lease, the County shall have the option to terminate all or a portion of this Lease upon default by the Tenant, and in addition to, or in lieu thereof, the County may seek any relief available to it at law or in equity. Nothing in this Lease shall be deemed a restriction or waiver of any right or remedy that either party may have at law or equity for any breach or default by either party.

**Section 11.03** Surrender and Holding Over. Upon the expiration or earlier termination of this Lease, the Tenant shall quit and surrender the Leased Premises in generally good and serviceable condition, reasonable wear and tear excepted. Thereafter, the County shall have the right to enter and take possession of the Leased Premises, with or without process of law and without liability for trespass. Holding over or failure to vacate the Leased Premises at the end of the initial Term or any Extended Term shall not be construed to be the granting or exercise of any additional term. Any holding over after the expiration of the initial Term or any Extended Term without the written consent of the County shall be construed to be a month-to-month tenancy at sufferance, at 150% of the Annual Rent payable during the last month of the Term or the Extended Term thereof, whichever is applicable (prorated on a monthly basis, the "Holdover Rent"), but shall otherwise be subject to all of the terms and conditions of this Lease. Notwithstanding anything to the contrary contained in this Section, the Tenant shall not be deemed to be holding over the Premises in the event that both parties are engaged in good faith negotiations to extend the term of the Lease. The County and the Tenant each agree to give the other party written notice at least thirty (30) days prior to the last day of a monthly term to terminate this holdover tenancy. In the event the Tenant does not vacate the Premises thirty (30) days after County's notice terminating the holdover tenancy and the County re-lets the Leased Premises to a new tenant with a lease term commencing after the date the Tenant is required to vacate the Leased Premises, such failure shall be an Event of Default under Section 11.01 of this Lease.

**Section 11.04** Performance of Covenants. If the Tenant is in default in the performance of any covenant or condition required to be performed by it, the County may, without notice, perform such covenant or condition for the account and at the expense of the Tenant. Such expense may include reasonable attorney's fees in prosecuting or defending any action or proceeding instituted by reason of default of the Tenant, and the Tenant shall promptly reimburse the County for the amount of such expense.

**Section 11.05** Title to Leased Premises & Improvements. Any fixtures or improvements erected or constructed on the Leased Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written consent of the County. Title to the Leased Premises and improvements is and shall remain vested in the County. All of the

Tenant's moveable personal property located in or on the Leased Premises shall remain the property of the Tenant. The Tenant shall have the right at any time during the term of this Lease and upon expiration or termination, to remove all such equipment and property; provided that the Tenant is not in default of its obligations under the Lease. If the Tenant has been provided with notice of default or breach under this Section 11, the Tenant shall not be entitled to remove any of the Tenant's personal property from the Leased Premises until such default has been cured. Any property affixed to the Leased Premises so that the same may not be removed without material damage to the Leased Premises shall not be removed by the Tenant at any time, but shall become the property of the County upon expiration or earlier termination of this Lease.

**Section 11.06** Payments Received After Termination. No payment received by the County from the Tenant after the termination of this Lease or after the giving of a notice of termination, shall reinstate, continue or extend the Term or any Renewal Term or affect any prior termination notice delivered to the Tenant. The parties agree that after (1) delivery of a notice of termination, (2) commencement of an action for repossession or (3) final judgment that grants the County possession of the Leased Premises, the County may receive and collect any amounts past due and owing under the terms of this Lease, and the collection of such amounts shall not waive any notice previously given or waive such action or judgment.

## ARTICLE XII. ASSIGNMENT AND SUBLETTING

**Section 12.01** Transfers and Assignments by the Tenant. Except as provided below, the Tenant shall not, without the prior written consent of the County: (a) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law; (b) permit any other person or entity to become the Tenant hereunder by merger, consolidation or other reorganization; (c) if the Tenant is an entity other than a corporation whose stock is public traded, permit the transfer of an ownership interest in the Tenant that results in a change in current control of the Tenant; (d) grant any license, concession, or other right of occupancy of any portion of the Leased Premises; or (e) use or permit the use of the Leased Premises by any parties other than the Tenant (any of the prior described events in Section 12.01 (a to e) being a "Transfer"). Any Transfer of this Lease shall require that the Transfer is to (i) a transferee who is commercially reasonable and acceptable to the County; and (ii) the use and occupancy of the Leased Premises and any improvement following the Transfer remains substantially the same as contemplated by this Lease. The Tenant shall provide copies to the County of any and all documents or instruments that effect a Transfer of the Premises. No Transfer shall release the Tenant from its obligations under this Lease, but rather the Tenant and the transferee shall be jointly and severally liable.

**Section 12.02** Subleasing. The Tenant shall not have the right to sublease property within the Leased Premises without the written consent of the County.

**Section 12.03** Successors to County. The rights and obligations of the County under this Lease may be assigned by the County at its option and without the consent of the Tenant.

## ARTICLE XIII. ABANDONMENT

**Section 13.01** Abandonment/Vacation of the Premises. If Tenant abandons or vacates the Leased Premises before the end of the Term (or any renewal or extension thereof), the County may enter the Leased Premises, remove fixtures and personal property of the Tenant and re-let the Leased Premises as it sees fit without terminating this Lease. In addition, the County may make any repairs, changes, alterations or additions to the Leased Premises as may be necessary or desirable for the purpose of re-letting. If the County cannot obtain rent from such re-letting (after payment of all costs and expenses, including payment of Rent accruing from the date of abandonment) in an amount equivalent to the Rent, then Tenant shall be liable for any such deficiency. If the Tenant neglects to retrieve its personal property from Leased Premises upon abandonment or upon termination or expiration of the Lease, the County may remove and store such personal property (without liability to the Tenant for risk of loss), and the Tenant agrees to reimburse the County on demand, for any and all expenses incurred in such removal and storage, including court costs, attorney's fees and storage charges for the period of time such property remains in storage. The County may, after 30 days' notice to the Tenant, sell such property, in whole or in part, at private sale and without legal process, and apply the proceeds of such sale towards any amounts due from the Tenant to the County and render the surplus, if any, to the Tenant.

## ARTICLE XIV. OBLIGATIONS OF THE COUNTY

**Section 14.01** Quiet Enjoyment. The Tenant shall be entitled to quiet enjoyment of the Leased Premises and County will not interfere with that right, as long as the Tenant pays Rent in a timely manner and performs all other obligations under this Lease. The Tenant acknowledges that its right to enjoy the Leased Premises is subject to the use of the surrounding property for industrial, commercial and airport purposes with the accompanying industrial, commercial and airport noises, odors, smoke, sonic booms and low-flying aircraft and the danger and nuisance thereof.

## ARTICLE XV. EMINENT DOMAIN; CONDEMNATION

**Section 15.01** General. If the Leased Premises (or a substantial part thereof) are taken in eminent domain, or are conveyed under threat of condemnation proceedings ("a Taking"), then this Lease shall forthwith terminate upon such taking as if the Term expired at the time of such Taking; provided that Rent and any other amounts due under this Lease shall be paid to the County by the Tenant as of the date of such taking.

**Section 15.02** Partial Taking – Tenant's Rights. If any part of the Leased Premises becomes subject to a Taking and such Taking will prevent the Tenant from conducting its business in the Leased Premises in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than 180 days, then the Tenant may terminate this Lease as of the date of such Taking by giving written notice to the County within 30 days after the Taking, and Rent shall be apportioned as of the date of such Taking. If the Tenant does not

terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Leased Premises rendered untenantable by the Taking.

**Section 15.03** Partial Taking – County's Rights. If any material portion, but less than all, of the Building becomes subject to a Taking, then the County may terminate this Lease by delivering written notice thereof to the Tenant within 30 days after such Taking, and Rent shall be apportioned as of the date of such Taking. If the County does not terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Leased Premises rendered untenantable by the Taking.

**Section 15.04** Award. If an award is made for a taking of the Leased Premises in condemnation proceedings, the County is entitled to all amounts awarded or paid for such Taking; provided, however, the Tenant may separately pursue a claim (to the extent it will not reduce the County's award) against the condemner for the value of the Tenant's personal property which the Tenant is entitled to remove under this Lease, moving costs, loss of business and other claims it may have.

## ARTICLE XVI. COMPLIANCE WITH LAWS; ADDITIONAL RULES

**Section 16.01** Compliance with Laws. Both parties hereto shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules, ordinances, policies, and standards, including but not limited to, any County land development regulations, zoning regulations and Airport requirements, all as may be amended from time to time.

**Section 16.02** Additional Rules. The Tenant, its officers, employees, agents and invitees shall comply with the following:

**(a)** Sidewalks, entries, passages and stairways shall not be obstructed in any manner, this shall include prompt removal of all snow from any walkways, drives, porches, sidewalks and parking areas that serve the Leased Premises.

**(b)** The Leased Premises shall be maintained at all times in a clean, sanitary and attractive condition with all rubbish, garbage and other waste properly contained and disposed of to appropriate refuse facilities.

**(c)** Items, which may constitute a hazard or danger to the any person or property, shall not be moved into the Leased Premises.

**(d)** Antennas, satellite dishes and other equipment may not be erected or installed on the Leased Premises without the prior written consent of the County.

**(e)** All appliances, utilities and fixtures shall be properly operated and used, restrooms are not to be used for any purpose other than that for which they are intended, and any damage resulting to any appliance, utility or fixture from the Tenant's misuse shall be paid by the Tenant.

**(f)** Animals, except qualified services animals, are prohibited in the Leased Premises and in

the Building.

**(g)** The Tenant shall not play loud music or cause other nuisances that disturb the occupants or adjoining tenants or other parties in the Building.

**(h)** The Tenant shall obtain the written consent of the County prior to installing or changing locks on doors of the Leased Premises. If locks are changed or installed, it shall be accomplished at the Tenant's sole expense, the Tenant shall provide copies of new keys to the County.

**(i)** The Tenant must obtain the prior written consent of the County for installation of, change to or temporary installation of any objects along the exterior of the Leased Premises or Building, all such exterior changes are subject to any applicable pre-notice or approval regulations given the designation as a land-side property, including but not limited to the Federal Aviation Regulations Part 77.

**(j)** Tenant shall not deface the walls, ceilings, partitions or floors of the Leased Premises or of the Building. The Tenant shall pay for any defacement, damage or injury caused by the Tenant, its agents, employees or invitees.

**(k)** The County may institute such other rules and regulations as in its reasonable judgment may be necessary or desirable for the safety, care and preservation of the Leased Premises and the Building.

## ARTICLE XVII. COMPLIANCE WITH LAWS; AIRPORT CONSTRUCTION

**Section 17.01** Taxes. The Tenant is responsible for all taxes assessed against the Tenant's personal property located upon the Leased Premises during the term of this Lease and any sales or other taxes that may be assessed in connection with Tenant's use of the Leased Premises.

**Section 17.02** Non-Discrimination. The Tenant and its successor and assigns shall comply with pertinent statutes, executive orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, religion, sexual orientation, political affiliation or disability be excluded from participating in any activity conducted that is directly or indirectly related to this Lease. The Tenant shall use the Leased Premises in compliance with all requirements imposed by or pursuant to Title 49, Part 21 of the Regulations of the Office of the Secretary of Transportation, the Colorado Anti-Discrimination Act of 1957 and any other laws and regulations respecting discrimination, all as may be amended from time to time. The Tenant and County shall comply with any enforcement procedures as may be demanded by any authority for the purposes of complying with such laws and regulations.

**Section 17.03** Agreements with Other Governmental Authorities. This Lease shall be subject to the provisions and requirements of any existing or future agreement between the County and the United States, the Federal Aviation Administration or the State of Colorado.

**Section 17.04** Energy Conservation Requirements. The Tenant agrees to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy

conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

**Section 17.05** Fair Labor Standards Act Requirements. The Tenant shall comply with the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text herein. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Tenant has full responsibility to monitor compliance to the referenced statute or regulation. The Tenant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**Section 17.06** Occupational Safety and Health Act of 1970 Requirements. The Tenant shall comply with the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Tenant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Tenant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Tenant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**Section 17.07** Clean Air and Water Pollution Control Requirements. The Tenant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Tenant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. The Tenant must include this requirement in all contracts and subcontracts relating to the Leased Premises that exceeds $150,000.

**Section 17.08** Airspace Above Premises. The County reserves for itself and for the use and benefit of the public, and the Tenant acknowledges and accepts the Leased Premises subject to, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise, vibration, exhaust and fumes as may be inherent in the operation of aircraft now known or hereafter used for landing upon, taking off from, or operating on, the Airport.

**Section 17.09** Interference with Aircraft. The Tenant shall not erect or permit the erection of any structure or object on the Leased Premises above the elevations established by the Airport. The Tenant shall not make use of the Leased Premises in any manner that might interfere with the landing, taking off, or operation of aircraft upon the Airport nor create any hazard at the Airport. If the Tenant fails to comply with this Section, the County reserves the right to enter upon the Leased Premises and remove any offending structure or object, or cause the abatement of any interference or hazard, at the sole cost and expense of the Tenant.

**Section 17.10** Construction by the County. From time to time, it may be necessary for the County to carry out extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair to the Building and adjacent County Buildings, including but not

limited to the Airport, which programs may inconvenience or temporarily interrupt the Tenant's operations. The County shall give the Tenant at least seven (7) days' notice prior to commencement of such construction only in the event that such construction must necessarily commence in seven (7) days due to the emergency nature of the situation; in all other cases, the County must give the Tenant not less than thirty (30) days prior notice. The County shall use commercially reasonable efforts to minimize any interruption of the Tenant's use of the Leased Premises as permitted under this Lease. The Tenant acknowledges and agrees that such construction may require the Tenant to take a longer route to its Leased Premises during construction.

## ARTICLE XVIII. MISCELLANEOUS

**Section 18.01** County Representative. The Airport Manager and the County Manager, as appointed by the Gunnison Board of County Commissioners, each acting independent of the other, shall be a County Representative for purposes of this Lease.

**Section 18.02** Force Majeure. A party shall not be deemed in violation of this Lease (excluding payment obligations) if such party is prevented from performing any of its obligations by reason of, boycott, embargo, act of nature, act of God, pending litigation or legal proceedings or any other circumstance which is beyond its reasonable control and conditioned on the other party providing reasonable written notice to the other of the circumstance and taking commercially reasonable actions to mitigate any such impact.

**Section 18.03** Brokerage. Neither the County nor the Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease. The Tenant shall indemnify, defend and hold the County harmless from and against all costs, expenses, attorneys' fees, liens and other liability for commissions or compensation claimed by any broker or agent claiming the same, by, through or under the Tenant. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

**Section 18.04** Headings. The Section headings contained in this Lease are for convenience in reference and are not intended to define or limit the scope of any provision.

**Section 18.05** Time of Essence. Time is of the essence in this Lease.

**Section 18.06** Attorneys' Fees. In the event any action or proceeding is brought to take possession of the Leased Premises, breach of any provision of this Lease or to enforce compliance with this Lease for failure to observe any of a party's covenants, the prevailing party shall be awarded reasonable attorneys' fees, expenses and costs.

**Section 18.07** Waiver. Waiver by a party of, or the failure of a party to insist upon, the strict performance of any provision of this Lease shall not constitute a waiver of such party's right or prevent such party from requiring the strict performance of any such provision in the future. Any waiver of an obligation, right, term or provision contained in this Lease must be in writing and signed by the party against whom enforcement is sought.

**Section 18.08** Limitation of Benefit. There are no third-party beneficiaries of this Lease. Without limiting the generality of the preceding sentence, this Lease does not create in or

bestow upon any other person or entity not an express party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not an express party to this Lease.

**Section 18.09** Severability. If any provision of this Lease is held invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Lease.

**Section 18.10** Successors. The terms and provisions in this Lease shall extend to and bind the permitted successors and assigns of each party.

**Section 18.11** Non-Exclusive Right. Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right. The County reserves the right to grant to others the privilege and right of conducting activities at the Building. The County reserves the right, during the term hereof, to reduce and reallocate space leased for the exclusive use of the Tenant in any case where the failure to do so might reasonably constitute the granting by the County to the Tenant of an exclusive right. Notwithstanding anything contained herein, this Section shall not be construed to permit the interference with the Tenant's right to the undisturbed, peaceful and quiet enjoyment of the Leased Premises throughout the Term of this Lease.

**Section 18.12** Notices. All notices required under this Lease shall be in writing and delivered personally, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when actually received. If delivered email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notice shall be delivered to:

If to Tenant:

Beleza, Inc.
Attn: Tom Anderson
PO Box 7191
Gunnison, CO 81230
Email: _____

If to the County:

Gunnison-Crested Butte Regional Airport
Attn: Rick Lamport, Airport Manager
519 W. Rio Grande
Gunnison, CO 81230
Email: rlamport@gunnisoncounty.org

County Manager's Office
Attn: Matthew Birnie, County Manager
200 E. Virginia Ave.
Gunnison, CO 81230

with a copy to:

Gunnison County Attorney's Office
200 E. Virginia Ave.
Gunnison, CO 81230
Email: mhoyt@gunnisoncounty.org

or to such other address or addresses as the parties may designate in writing.

**Section 18.13** Governing Law; Jurisdiction. This Lease shall be governed by, and construed in accordance with, the laws of the State of Colorado without regard to its conflicts of law provisions. The parties submit this Lease and any dispute arising under this lease to the sole and exclusive jurisdiction of the courts in and for Gunnison County, Colorado. Any action to enforce or interpret the provisions of this Lease shall be brought in a court in and for Gunnison County, Colorado.

**Section 18.14** Incorporation of Exhibits, Other Documents. The Exhibits and any applicable Airport regulations are incorporated by reference into this Lease and made a part of this Lease. In the event of a conflict between this Lease and the applicable Airport Regulations, the Airport regulations shall control.

**Section 18.15** Entire Agreement. This Lease embodies the entire agreement between the parties concerning the subject matter and supersedes all prior written or oral conversations, proposals, negotiations, understandings and agreements. This Lease may not be altered or modified in any manner whatsoever except by a writing signed by the parties.

**Section 18.16** Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties as creating a relationship of principal and agent, partners, joint venturers or any other relationship. It is understood and agreed that neither the method of computation of fees, nor any other provision contained herein, nor any act of a party creates a relationship other than the relationship of County and the Tenant.

**Section 18.17** No Waiver of Immunity. Nothing in this Lease shall be deemed a waiver of any protections available to the County under the Colorado Governmental Immunity Act, or any similar statutory provision.

**Section 18.18** Counterparts. This Lease may be executed in counterparts, each of which will be deemed an original. Delivery of an executed signature page of this Lease by facsimile or email transmission will constitute effective and binding execution and delivery of this Lease. The County and the Tenant agree to allow the use of electronic signatures for execution of this

Lease. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

[*Signatures appear on following page.*]

The parties have executed this Commercial Lease Agreement as of the Effective Date listed above.

**LANDLORD:**

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON,

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

**TENANT:**

TOM ANDERSON, D/B/A BELEZA, INC.,

By: _____
Tom Anderson

EXHIBIT A

LEGAL DESCRIPTION OF BUILDING

Lots 16 through 26, Block 11, RIO GRANDE ADDITION, according to the plat recorded April 14, 1961 as Reception No. 247973, TOGETHER WITH the E 15' of the vacated north-south alley adjacent to Lots 16 through 22, said Block 11,

City of Gunnison
County of Gunnison
State of Colorado;

known as 725 S. 10th Street, Units A, A-1, B, C, D and 711 S. 10th Street, Gunnison, CO 81230, consisting of three buildings, together with all appurtenances.

EXHIBIT B

LEASED PREMISES DESCRIPTION

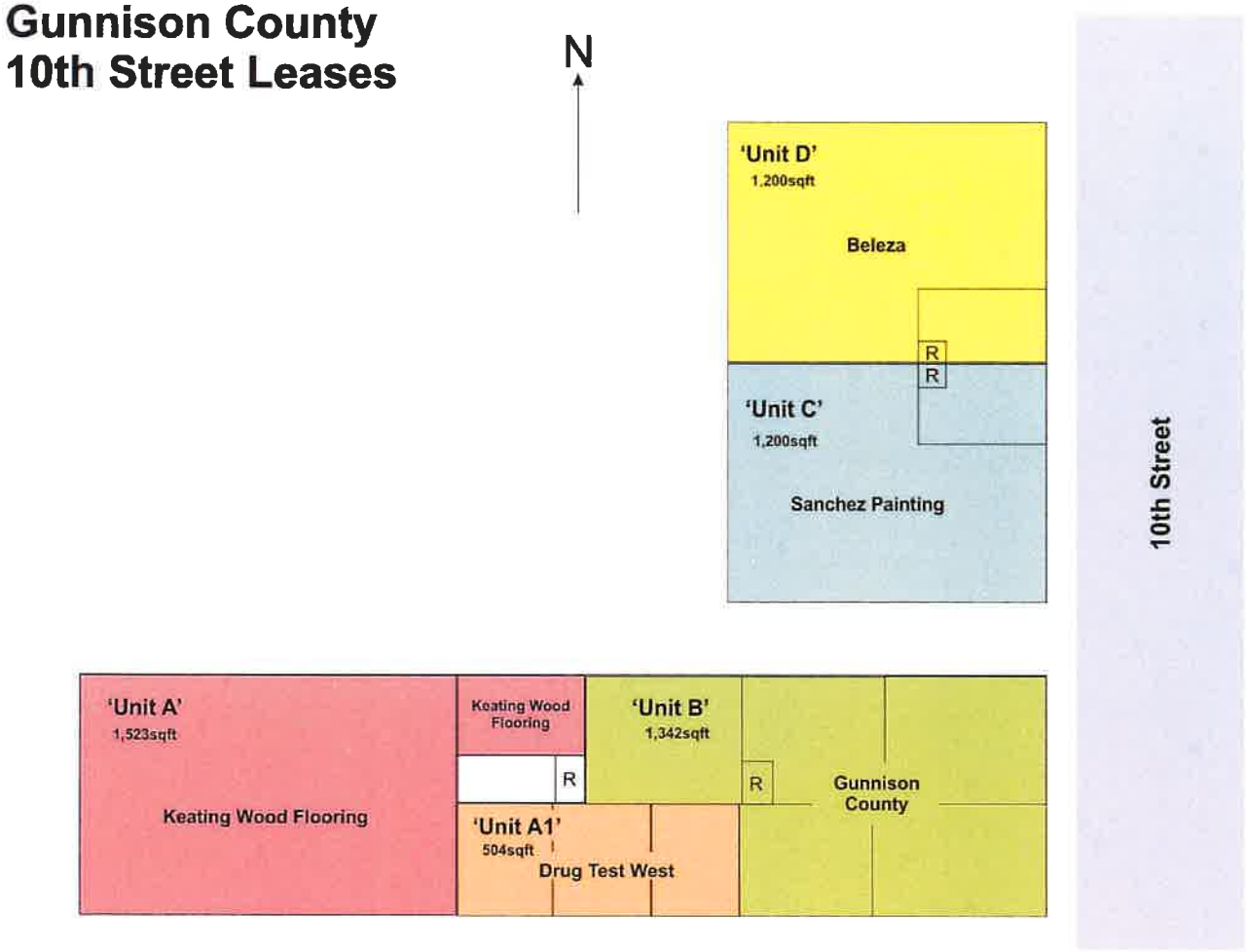


EXHIBIT C

EXISTING FIXTURES, FURNISHINGS, EQUIPMENT

- None

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Acknowledgment of County Manager Signature; Gunnis

**Action Requested:** Motion

**Parties to the Agreement:**

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

**Summary:**

The attached was signed and distributed on Mar. 22, 2021.

**Fiscal Impact:** $98,155.00 annually

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

**Finance Review:** (●) Required ( ) Not Required

Comments:
Budget amendment of $13k will be needed

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 4/1/2021

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 4/2/2021 Certificate of Insurance Required

Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

**GUNNISON COUNTY HUMAN RESOURCES MANAGER**
**EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 19th day of March 2021, by and between the Board of County Commissioners of the County of Gunnison, Colorado ("County") and Cheryl Seling ("Employee").

1. Employment as Human Resources Manager. The County agrees to employ Employee as the Human Resources Manager, and Employee agrees to be employed as the Human Resources Manager, pursuant to the terms and conditions of this Agreement beginning on March 1, 2021. The job duties for the position of Human Resources Manager shall be as assigned by the County Manager or his designee and/or as set forth in the job description for this position.

2. Duties. Employee shall serve at the pleasure of the County Manager, and under the direct supervision of the County Manager or his or her designee. The County Manager has delegated direct supervision to the Chief Financial Officer, 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. An illustrative list of representative duties is attached as Attachment A to this Agreement.

3. Personnel Policies and Procedures. Except as otherwise set forth in this Agreement, the Gunnison County Employee Handbook ("Personnel Policies") shall not apply to Employee, except the policies and procedures set forth in the Gunnison County Supervisor Handbook, and except for those provisions of the Personnel Policies relating to General Workplace Conditions and Employee Conduct.

4. Term. This agreement shall remain in full force in effect from March 1st, 2021 until terminated by the Employer or Employee as provided in Section 10 of this agreement.

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 leave at 10 hours per month, starting on March 1, 2021, until such time as she would be eligible for increased accrual under Section 4-3 (h) "Vacations" of the Gunnison County Employee Handbook or any future amendments thereto. Accruals will be allowed up to 288 hours, until such time as she would be eligible for increased accrual under Section 4-3 (h) of the Gunnison County Employee Handbook. Additionally, 80 hours of vacation leave shall be added to employee's accrued vacation balance on through the March 2021 payroll process.

b. Sick Leave. As per County policy.

c. Retirement. As per County policy.

d. Health and Welfare Benefits. Employee shall be afforded access to all Health and Welfare Benefits per County policy.

e. County Holidays. Employee shall receive the benefit of all paid County Holidays as set forth by the Board of County Commissioners.

6. Cell Phone Reimbursement: Employee shall receive $40 per month cell phone reimbursement.

7. Compensation. During the period of employment, the County agrees to pay Employee for her services a base salary of ninety-eight thousand one-hundred fifty-five dollars and no cents (98,155.00). The parties specifically agree that for purposes of establishing Employee's compensation and any future adjustments to the same, the provisions of Section 3-5 "Classification System" of the Gunnison County Employee Handbook, and any subsequent amendments thereto, are applicable to employee. The that end, Employee agrees that Employee's starting pay is based on an annual salary at the County's Grade 39, step 10.

8. Performance Evaluation. The County Manager or his or her designee may review and evaluate the performance of Employee during the term of this Agreement. The County Manager is hereby delegating this responsibility to the Chief Financial Officer.

9. Hours of Work. It is agreed by both parties that Employee is a professional hired to perform the duties specified and such other duties consistent with the job status, and that performance of these duties will at times require absence from the office, attendance at night meetings and work in excess of forty (40) hours per week. Employee shall not be eligible for compensation in the form of a salary 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 his workload.

10. Employee's Responsibilities.

a. Exclusive Employment. Employee agrees to remain in the exclusive employ of the Board throughout the period of Employment. The term "exclusive employ" shall not be construed to exclude occasional teaching or writing which is performed on Employee's time off and which does not adversely affect Employee's job performance.

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 County 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.

a. Employment at Will. The employment relationship between Employee and the County is terminable at the will of the County Manager 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 County Manager to terminate the employment relationship at any time for any reason, or for no reason at all.

b. Severance Pay. If the employment relationship is terminated by the County Manager or his designee at any time during the period of employment and Employee is ready, willing and able to continue to perform the duties of Human Resources Manager, the County shall provide Employee severance pay in the amount equal to three months base pay, plus benefits, at the rate of Employee's pay and benefits at the time of termination.

c. Termination by Resignation by Employee. During the period of employment, Employee may, at any time following sixty (60) days written notice to the County, resign from employment with the County and terminate this Agreement. If Employee resigns from employment with the County, severance pay provisions of this Agreement shall not apply.

d. Termination of Agreement for 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 position, and/or accommodation of the disability or incapacity would impose undue hardship on the County, the County may terminate the employment relationship, and provide severance pay to employee pursuant to Section 11b of this Agreement.

12. Entire Agreement. This Agreement constitutes the entire Agreement of the County and Employee and supersedes any and all negotiations and written offers relating to the subject matter hereof.

13. Choice of Law and Choice of Forum. 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 any dispute regarding this Agreement shall exclusively lie in the courts of the State of Colorado located in Gunnison, Colorado.

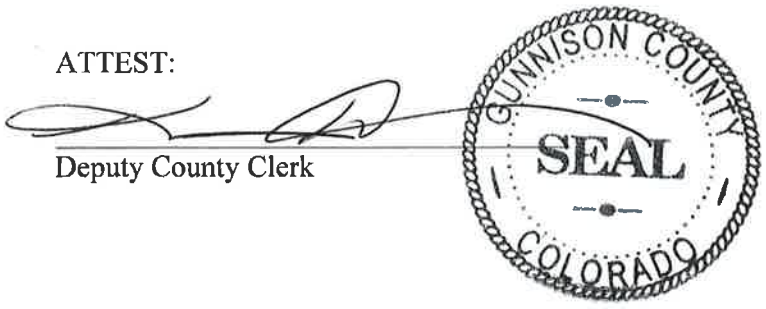
IN WITNESS WHEREOF, the County and Employee have executed this Agreement as of the day and date as first set forth above.

Matthew Birnie
COUNTY MANAGER AND ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

EMPLOYEE

Cheryl Seling
Human Resources Manager

ATTEST:




Deputy County Clerk

**GUNNISON COUNTY, COLORADO**
**POSITION DESCRIPTION**

| | |
|---|---|
| **POSITION TITLE:** | Human Resources Manager |
| **DEPARTMENT:** | Administration / Human Resources |
| **FLSA STATUS:** | Exempt |
| **CONTENT CHANGES:** | November 6, 2015 |
| **FORMAT CHANGES:** | March 8, 2021 |

## GENERAL PURPOSE

The Human Resource Manager manages and coordinates the administration, and evaluation of the human resource function, programs, and personnel. Develops, implements and administers human resources strategy, policies and procedures. Advises County managers and staff on employee relations issues, regulatory and policy compliance, and organizational development.

## SUPERVISION RECEIVED

- This position works under the general supervision of the Chief Financial Officer providing work assignment by defining general objectives, timelines, and resources. Difficult, unclear, ambiguous or new issues are referred to the supervisor for assistance and evaluation.

## SUPERVISION EXERCISED

- This position manages all employees of the program and is responsible for the performance management and hiring of the employees within that program.

## ESSENTIAL DUTIES AND RESPONSIBILITIES

- Develops organization strategies by identifying and researching human resources issues; contributing information, analysis, and recommendations to organization strategic thinking and direction; establishing human resources objectives in line with organizational objectives.

- Develops and manages recruitment, onboarding, and termination activities for all County personnel Ensures compliance with applicable laws and policies. Oversees training of and advises managers on appropriate methods and techniques.
- Supervises HR division staff including conducting performance management, work assignment and review, disciplinary processes.
- Conducts employee relations counseling and activities with managers and employees ensuring outcomes and actions consistent with policy and regulations. Ensures performance evaluation activities are appropriate and in compliance. Conducts and oversees employment investigations working with consultants and legal counsel and advising County management on outcomes and options. Serves as an advisor to (or as part of) the County's executive management team and attends meetings. Provides professional advice regarding organizational strategy, development and design.
- Manages and administers the County's personnel records system; creates and implements personnel action forms and processes. . Reviews and ensures compliance of data and forms with appropriate deadlines, budget authority, personnel policies records retention plans.

- Researches, recommends and evaluates division vendors and services; administers contracts and monitors and approves expenses.
- .
- Manages the County's Worker's Compensation processes, documentation and claims.
- Develops, implements, administers and evaluates various human resources programs, plans and policies.
- Plans, organizes and controls all activities of the division. Recommends the development of department goals, objectives and systems. Establishes and maintains department records, personnel records and reports. Oversees the research, collection and evaluation of HR data.
- Recommends and administers human resources budget.
- Manages and maintains the County's classification and compensation program; ensures accurate job descriptions and internal equity; conducts annual salary surveys and develops and administers merit pool (salary budget); analyzes compensation impact; monitors the performance evaluation program and revises as necessary.
- Develops, recommends and implements personnel policies and procedures; prepares and maintains handbook on policies and procedures ensuring compliance with best practices and regulations.
- Manages benefits administration to include program design recommendations, claims resolution, change reporting, approving invoices for payment, annual re-evaluation of policies for cost-effectiveness, information activities program and cash flow. Reviews benefits provider services and makes recommendation for updates. Manages the annual Open Enrollment process and documentation.

- Develops, maintains, and ensures compliance of the affirmative action program; files EEO-1 annually; maintains other records, reports and logs to conform to EEO regulations.
- 
- Evaluates reports, decisions and results of department in relation to established goals. Recommends and implements new approaches, policies and procedures to effect continual improvements in efficiency of department and services performed.
- Develops employee training programs; recommends, designs and presents training; and evaluates outcomes.
- Analyzes potential impacts of proposed legislation that may impact Human Resources funded programs. Develop recommendations for the County's response to proposed legislation or implement program modifications as a result of newly enacted program requirements. Ensures HR programs are in compliance with laws and regulations.
- Accomplishes special project results by identifying and clarifying issues and priorities; communicating and coordinating requirements; expediting fulfillment; evaluating milestone accomplishments; evaluating optional courses of action; changing assumptions and direction.
- Updates job knowledge by participating in conferences and educational opportunities; reading professional publications; maintaining personal networks; participating in professional organizations.
- Performs other incidental and related duties as required and assigned.

## DESIRED MINIMUM QUALIFICATIONS

### Education and experience:

- Minimum: A bachelor's degree and four years of professional level human resource experience. Lead work or supervisory experience is preferred. Any equivalent combination of related education and experience may be substituted for one year of experience.
- Preferred: A master's degree in human resource management and four years' experience in the HR field.
- Preferred: SHRM Senior Certified Professional (SHRM-SCP) certification.

### Necessary knowledge, skills and abilities:

- Human Resources Capacity.
- Ethical Conduct.
- Strategic Thinking.
- Leadership.
- Decision Making.
- Financial Management.

## TOOLS AND EQUIPMENT USED

- Multi-line central telephone and voice mail system.
- Personal computer including Microsoft Office software.
- Printer.
- Copier.
- Postage machine.
- Fax machine.
- Automobile.

## SPECIAL REQUIREMENTS

- Must possess a valid Colorado driver's license.
- Travel is primarily local during the business day, although some out-of-area and overnight travel may be expected.

## 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 for more than two-thirds of any given workday, speak and hear clearly, reach with hands and arms, and use hands to finger, handle, feel or operate objects, tools or controls. The employee must occasionally lift, carry push, or pull burdens up to 30 pounds.
- Physical demands include those that may add stress to the hands, wrists, forearms, eyes and back associated with ongoing computer work.
- Specific vision abilities required by this job include close vision and the ability to adjust focus.
- The employee must be able to drive a motor vehicle and may be minimally exposed to inclement weather and temperatures.

## 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 ranges from quiet to noisy.

**SELECTION GUIDELINES**

- Formal application, rating of education and experience, oral interview and reference check. Job-related testing may be required.
- The duties listed above are intended to be 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.

**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 Human Resources Manager 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 County in its sole discretion.

_____
Signature

_____
Date

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Lease Amendment Agreement; Russ Marshall, d/b/a Ma

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Gunnison County and Russ Marshall dba Marshall Marine & Auto

**Term Begins:** 04/01/2021 **Term Ends:** 8/31/2021 **Grant Contract #:**

**Summary:**

Original agreement dated April 1, 2020 between Marshall Marine and RV Commercial Rentals was dated to expire March 31, 2021. This is an amendment to the original lease which is now between Gunnison County and Marshall Marine with the term being extended and set to expire on

**Fiscal Impact:** $600/month

**Submitted by:** Stephanie Williams **Submitter's Email Address:** swilliams@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 4/2/2021

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

Comments:
Reviewed and appears legally sufficient. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 3/29/2021 Certificate of Insurance Required

Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

# LEASE AMENDMENT AGREEMENT

This Lease Amendment (the "Amendment") is made and entered into this _____ day of _____, 2021 by and between the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO (the "County") and RUSS MARSHALL, D/B/A MARSHALL MARINE & AUTO (the "Tenant").

WHEREAS, a lease was entered into by and between Tenant and a previous landlord, RV Commercial Rentals, LLC (the "Previous Landlord"), dated April 1, 2020 (the "Lease") covering premises at 719 S 10th Street, Gunnison, CO 81230 (the "Leased Premises") a copy of which is attached; and

WHEREAS, the Previous Landlord sold the property containing the Leased Premises to the County on January 25, 2021 and the County assumed the role of the Previous Landlord with respect the Lease; and

WHERAS, the County and the Tenant now desire to amend the Lease by extending the term for the Leased Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Tenant agree to amend the Lease as follows:

1. TERM OF LEASE: The term of the Lease as identified in Section 4 shall be extended to noon (12:00 pm) on August 31, 2021.

Except as amended above, all other terms and conditions of the Lease shall remain in full force and effect and are in all respects hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have executed this Lease Amendment and Extension Agreement as of the date listed above.

**LANDLORD:**
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON

By: _____
Matthew Birnie, County Manager

**TENANT:**
RUSS MARSHALL D/B/A MARSHALL MARINE & AUTO

By: _____
Russ Marshall

**ATTEST:**

_____
Deputy Clerk

# COMMERCIAL REAL ESTATE LEASE

THIS LEASE, in duplicate, is dated April 1, 2020, at Gunnison, Gunnison County, Colorado, as follows:

1. LANDLORD. The Landlord is:

RV Commercial Rentals, LLC,

By and through Its Agent and Property Manager:

Nesbitt & Company, LLC
104 East Tomichi Avenue
Gunnison, Colorado 81230

2. TENANT. The Tenant(s) is/are:

Russ Marshall, dba Marshall Marine & Auto,

individually and collectively the "Tenant".

3. LEASE OF PREMISES. In consideration of the terms of this Lease, the Landlord leases to Tenant the following described real property ("Lease Premises"):

Lots 21 through 26, both inclusive, Block 11, City of Gunnison, according to the plat of Rio Grande Addition to Gunnison, bearing Reception No 247973, TOGETHER WITH the east one-half of that portion of the north-south alley lying between Lots 9, 10, 21 and 22, Block 11, Rio Grande Addition,

With an address of: 719 S 10th St
Gunnison CO 81230.

4. TERM OF LEASE. The term of this Lease shall be for a term to commence at 12:00 noon on April 1, 2020, and to terminate at 12:00 noon on March 31, 2021, unless sooner terminated as provided in this Lease.

5. RENTAL PAYMENTS. Tenant shall pay to landlord as rent for the Lease Premises the following:

5.1 $ 600.00 per month, beginning April 1, 2020, and prorated for any fraction of a month, payable in advance, commencing on the first day of the

lease term and due on the first day of each succeeding month for the term of the Lease.

5.2 The first month's rent shall be payable in advance on the date of execution of this Lease.

5.3 All rental payments shall be made in good funds as that term is defined by Colorado law.

5.4 All rental payments shall be personally delivered or mailed to Landlord's Agent and Property Manager, Nesbitt & Company, LLC, at the address listed above on or before the first day of each month.

5.5 In the event any rental payment is paid by check which is not immediately honored by the depository institution upon initial presentment for payment, Tenant shall pay to Landlord a charge of $35.00 at the time of the return of the check, which sum shall be considered as additional rent due hereunder, and all future rental payments shall be paid in cash or by certified check.

5.6 If any rental payment is not paid within 3 days of the due date thereof, a late payment charge of $10.00 per day shall be paid by Tenant, retroactive to the payment due date, for each and every day that such payment is not made, and such late payment charge shall be considered as additional rent due hereunder.

6. UTILITY AND SERVICE CHARGES. Tenant shall pay all charges for utilities including, without limitation, all charges for gas, electricity, water, sewer, garbage collection, cable television and telephone service, as follows:

6.1 Tenant shall not allow any payment to become delinquent nor allow any lien or assessment to be placed against the Lease Premises for the payment of the same.

6.2 Tenant shall contact all applicable utility companies and authorized metering agencies to transfer payment responsibility into Tenant's name and otherwise arrange to be billed directly by such companies and agencies.

6.3 Tenant shall also be responsible for payment of any deposits required by such companies and agencies due to payment responsibility being transferred to Tenant.

6.4 If Tenant fails to pay such charges in a timely fashion, Landlord may pay such charges from Tenant's Security Deposit. Upon Landlord's demand, Tenant shall immediately deposit funds to replenish the Security Deposit to its proper amount.

7. SECURITY DEPOSIT. Upon execution of this Lease, Tenant shall place a security deposit with the Landlord, to be held by Landlord's Agent and Property Manager, Nesbitt & Company, LLC, in the amount of $ 625.00 as security for the performance of Tenant's covenants and agreements under this Lease (the "Security Deposit"), as follows:

7.1 Landlord may apply the Security Deposit in whole or in part to remedy Tenant's defaults in the payment of any rental payments, together with late fees and interest, or in the performance of Tenant's other covenants and agreements under this Lease.

7.2 If Tenant does not return the Lease Premises to Landlord in as good a condition as when received, ordinary wear and tear excepted, Landlord may apply the Security Deposit in whole or in part to the payment of any costs to repair and/or replace the Lease Premises to the same condition as existed on the commencement date of this Lease.

7.2.1 Said repairs or replacements shall be made either by the Landlord or a contractor selected by Landlord, with the Landlord having complete discretion to choose the person or entity to perform such services.

7.2.2 If Landlord makes such repairs or replacements, Tenant shall pay Landlord $35.00 per hour for Landlord's services, together with the retail cost of any materials used in making such repairs or replacements.

7.2.3 If a contractor makes said repairs or replacements, Tenant shall pay contractor's charges, together with a fee payable to Landlord in the amount of 25% of said charges for Landlord to supervise and coordinate the same.

7.3 Notwithstanding the foregoing, Landlord shall apply a portion of the Security Deposit to pay the cost of having any carpet located in the Lease Premises professionally steam cleaned upon termination of the Lease.

7.4 Tenant's liability for any breach or default is not limited to the amount of the Security Deposit. If any damage to the Lease Premises or any unpaid rental payments or other amounts due under this Lease exceed the amount of the Security Deposit, Tenant shall immediately pay, upon being billed therefore, such excess amount, including Landlord's costs, expenses and attorneys' fees incurred therewith, if any.

7.5 Not later than 60 days following the date of termination of this Lease, Landlord shall account to Tenant for the Security Deposit and return to Tenant the Security Deposit, without interest and less the cost to professionally

steam clean the carpet and any amounts applied to the repair or replacement of any damage or the payment of any rent or other amounts due under this Lease as herein provided.

7.6 THE SECURITY DEPOSIT SHALL, IN NO EVENT, BE DEEMED OR CONSTRUED AS ADVANCE PAYMENT OF RENT FOR ANY MONTH OF THE LEASE TERM.

8. CONDITION OF LEASE PREMISES. Tenant represents that Tenant has fully and completely inspected the Lease Premises and all related areas and grounds and is wholly satisfied with the physical condition thereof. TENANT AGREES THAT NO REPRESENTATIONS, WARRANTIES (EXPRESSED OR IMPLIED), OR COVENANTS WITH RESPECT TO THE CONDITION, MAINTENANCE, OR IMPROVEMENTS OF THE LEASE PREMISES HAVE BEEN MADE TO TENANT EXCEPT THOSE CONTAINED IN THIS LEASE.

9. USE OF PREMISES. Tenant shall use and occupy the Lease Premises for an office and for the retail sale of merchandise. Tenant shall not use the Lease Premises for any other purposes without the prior written consent of the Landlord.

10. TENANT'S RESPONSIBILITIES AND DUTIES. Tenant agrees at all times during the term of this Lease to be responsible for and comply with the following duties and responsibilities:

10.1 To keep and maintain the Lease Premises in a clean, sanitary and attractive condition.

10.2 To dispose of all rubbish, garbage, and other waste in a clean and sanitary manner to appropriate refuse facilities.

10.3 To properly use and operate all appliances, and electrical, gas, and plumbing fixtures.

10.4 To promptly remove snow from any and all walkways, driveways and porches serving the Lease Premises.

10.5 To keep and maintain in good condition and repair, and in the same condition as when received, the interior of the Lease Premises, including all interior walls, doors, and windows, and all appliances, fixtures and equipment within the Lease Premises.

10.6 To comply with reasonable requirements of Landlord's fire insurance carrier and any municipal fire codes, and not store or keep materials which cause a fire or safety hazard on the Lease Premises.

10.7 To be solely responsible for any damage or destruction to the Lease Premises, including exterior thereof, caused by any negligent acts or omissions of the Tenant, Tenant's guests and invitees.

10.8 To notify Landlord of any anticipated absence from the Lease Premises for a period of five or more consecutive days. Tenant shall so notify Landlord no later than the first day of the extended absence.

10.9 To make arrangements for Landlord or other responsible person to inspect the Lease Premises at least once a day during Tenant's absence for a period of five or more consecutive days during the months of November through March to insure that the Lease Premises are properly heated to prevent water pipes, sewer pipes and fixtures from freezing.

10.10 To hold no parties at the Lease Premises, to not disrupt or annoy neighbors or others living or working in the area surrounding the Lease Premises with loud or offensive noises, music or other conduct, including but not limited to the conduct and actions of the Tenant, Tenant's guests and invitees.

10.11 To not suffer or commit any waste in or about the Lease Premises and, at Tenant's expense, keep the Lease Premises in good order and repair (except to the extent, if any, Landlord has agreed to do so in this Lease).

10.12 To return the Lease Premises to Landlord in the same condition as on the commencement date of this Lease, in a clean and orderly condition, reasonable wear and tear excepted.

10.13 To at all times comply with all rules and regulations pertaining to the occupancy and rental of the Lease Premises as may be promulgated from time to time by Landlord for the necessary, proper and orderly care of the Lease Premises (the "Rules and Regulations for Lease Premises"), provided such Rules and Regulations for Lease Premises do not materially change the terms and provisions of this Lease.

11. ADDITIONS OR ALTERATIONS TO LEASE PREMISES. The Tenant shall make no changes, alterations, additions, improvements or remodeling of the Lease Premises without the prior written consent of the Landlord. Any changes, alterations, additions, improvements and fixtures (including security devices), whether temporary or permanent in character, made by Landlord or Tenant, in or upon the Lease Premises shall, unless otherwise agreed or unless Landlord requests their removal, become Landlord's property and shall remain in the Lease Premises at the termination of the Lease without compensation to Tenant. Notwithstanding any provision of this Lease, neither Landlord nor Landlord's insurance carrier shall be liable to Tenant for the replacement of such change, alteration, addition, improvement or fixture in the event of casualty loss. Tenant shall be solely responsible for obtaining insurance coverage as to any such change, alteration,

addition, improvement or fixture. If Landlord shall permit or demand removal of any such item, Tenant shall return that part of the Lease Premises to the condition existing prior to the installation of such change, alteration, addition, improvement or fixture.

12. FURNITURE AND FIXTURES. Tenant acknowledges that the Lease Premises are not furnished with any furniture or appliances except for the following items:
n/a

Tenant shall be solely responsible, at Tenant's cost, to obtain, place and install within the Lease Premises all furnishings, furniture and personal property necessary or desirable for Tenant's occupancy of the Lease Premises and use thereof. Unless otherwise agreed by Landlord, upon the termination of this Lease, all of the Tenant's furnishings, furniture and personal property shall be immediately removed from the Lease Premises.

13. EXTERIOR MAINTENANCE. Tenant shall maintain the outside area of the Lease Premises, which includes but is not limited to cutting, trimming, raking, weeding and watering all lawn and garden areas, removing any pet waste from the Lease Premises and snow from any and all walkways, driveways and porches serving the Lease Premises.

14. INSURANCE.

14.1 During the term of this Lease, Landlord shall keep the Lease Premises insured for fire and extended coverage, but shall not insure any personal property owned by Tenant.

14.2 Tenant shall carry fire and extended coverage property insurance on all items of personal property, fixtures, equipment and improvements of Tenant located upon or within the Lease Premises and owned by Tenant and shall be solely responsible for any loss, damage or destruction of such personal property, fixtures, equipment and improvements.

15. LIABILITY AND INDEMNITY. Tenant agrees to hold harmless and to indemnify the Landlord from all claims (including all costs, expenses, liabilities and reasonable attorneys' fees) arising or alleged to arise from any act or omission of Tenant or Tenant's guests or invitees, or arising from any injury or damage to any person, or the property of any person, occurring during the term of this Lease, in or about the Lease Premises. Tenant agrees to use and occupy the Lease Premises at Tenant's own risk and hereby releases Landlord, Landlord's agents and employees, from any claims for any damage or injury to the full extent permitted by law.

16. COMPLIANCE WITH LAWS AND REASONABLE USAGE. Tenant will comply with all federal, state, municipal and other laws, ordinances, rules and regulations applicable to the Lease Premises and Tenant's occupancy thereof; will not engage in any activity which would cause Landlord's fire and extended coverage insurance

to be canceled or the rate therefore increased; and will not commit any act which is a nuisance or annoyance to Landlord or to neighbors or other tenants, or which might, in the exclusive judgment of Landlord appreciably damage Landlord's goodwill or reputation, or tend to injure or depreciate the Lease Premises.

17. TAXES. Landlord will pay all real property ad valorem taxes levied on the Lease Premises. Tenant will promptly pay as the same become due and payable, and will not allow the same to become delinquent, all other taxes or assessments levied by any taxing entity in connection with Tenant's use of the lease Premises, including but not limited to (a) all personal property taxes levied on the personal property located upon the Lease Premises during the term of the Lease, and (b) all sales taxes as may be required to be paid in connection with Tenant's use of the Lease Premises.

18. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease, in whole or in part, nor sublet the Lease Premises or any portion thereof, without the prior written consent of Landlord. Landlord may, at any time and for any reason, reject any prospective new tenant, assignee or sublessee offered by Tenant. Upon any permitted assignment or sublease, the assignee or sublessee shall be deemed to have assumed performance of all obligations to be performed by Tenant, and shall be deemed the Tenant for all purposes, under this Lease. No such assignment or subletting, nor any such written consent of Landlord to the change in any of the named Tenants under this Lease, shall release, discharge or affect the obligations and liabilities of Tenant for the full Term of this Lease. Tenant shall pay Landlord an administrative fee of $150.00 for any assignment or subletting, change in any of the named Tenants under this Lease, or for preparing any assignment, sublease, revisions to this Lease or new lease pertaining to the Lease Premises.

19. LANDLORD'S TRANSFER OF INTEREST. Landlord shall have the right to transfer, sell, convey or in any other manner dispose of its interest in the Lease Premises. Upon any such transfer, the Landlord shall be relieved of any and all obligations hereunder to the Tenant and any successor or transferee of Landlord shall take title to the property subject to this Lease and shall assume all of the obligations of the Landlord hereunder.

20. SUBORDINATION. This Lease may, at the option of the Landlord, be made subordinate to any first mortgage or first deed of trust now or hereafter placed upon or affecting the Lease Premises and to all renewals, modifications, replacements or extensions hereof, subject to the provision that notwithstanding any default or foreclosure of such mortgage or deed of trust or the enforcement of any other rights and remedies including the right of sale thereunder, this Lease shall be recognized and shall remain in full force and effect during the term of this Lease so long as the Tenant is not in default of the Lease provisions. Tenant shall upon request by Landlord execute and deliver such instruments as may be reasonably necessary or convenient to evidence such subordination.

21. DEFAULT BY TENANT. Any of the following events shall constitute an "event of default" by Tenant:

21.1 The failure to make any rental payment as required under this Commercial Lease.

21.2 The failure to perform or observe any term, condition or requirement of this Residence Lease, and such failure continuing for 3 days after written notice thereof by Landlord to Tenant.

21.3 The filing of any case, petition, or answer by or against the Tenant under any provision of the Federal Bankruptcy Act or any attachment, execution or other levy against the Tenant's property or interest in the Lease Premises.

21.4 The Tenant committing a "substantial violation" while in possession of the Lease Premises, as that term is defined in C.R.S. §13-40-107.5.

22. LANDLORD'S REMEDIES UPON TENANT'S DEFAULT. Upon any event of default by Tenant, the Landlord shall have the following rights and remedies, in addition to any other remedy or right by law or in equity by reason of such event of default:

22.1 Landlord may terminate this Lease and the term created hereby, in which event Tenant shall immediately surrender and Landlord may immediately repossess the Lease Premises in accordance with Paragraph 24.4 hereof without further demand or notice of any kind to Tenant.

22.1.1 If Landlord so terminates this Lease, Tenant shall be liable for and pay to Landlord damages in an amount equal to the rent and all other amounts to be paid by Tenant under this Lease to the date of such termination, together with the rent and all other amounts to be paid by Tenant for the remaining portion of the Lease term (had the Lease not been terminated by Landlord) less the then present fair market value of the Lease Premises for the remaining portion of the Lease term.

22.1.2 Tenant shall also be liable for and pay to Landlord all other sums of money and damages owed by Tenant to Landlord, all of Landlord's expenses of reletting the Lease Premises, including but not limited to any broker's fees or rental fees incurred by Landlord in connection with reletting the Lease Premises, together with the costs of removing and/or storing Tenant's or other occupants' property from the Lease Premises, and all other reasonable expenses incurred by Landlord in enforcing the remedies of the Landlord, including Landlord's costs, expenses and attorney fees.

22.2 Landlord may, without terminating this Lease, terminate Tenant's right of possession of the Lease Premises, in which event Tenant shall immediately surrender and Landlord may immediately repossess the Lease Premises in accordance with Paragraph 24.4 hereof without further demand or notice of any kind to Tenant and without such entry and possession terminating this Lease or releasing Tenant from any obligation to pay rent hereunder for the full term of this Lease.

22.2.1 If Landlord repossesses the Lease Premises without terminating the Lease, Tenant shall be liable for and pay to Landlord damages in an amount equal to the rent and all other amounts to be paid by Tenant under this Lease to the date of such repossession, together with the rent and all other amounts to be paid by Tenant for the remaining portion of the Lease term (had Landlord not terminated Tenant's right of possession of the Lease Premises) less any rent and other amounts received by Landlord from new tenants of the Lease Premises during the remaining portion of the Lease Term.

22.2.2 Tenant shall also be liable for and pay to Landlord all other sums of money and damages owed by Tenant to Landlord, all of Landlord's expenses of reletting the Lease Premises, including but not limited to any broker's fees or rental fees incurred by Landlord in connection with reletting the Lease Premises, together with the costs of removing and/or storing Tenant's or other occupants' property from the Lease Premises, and all other reasonable expenses incurred by Landlord in enforcing the remedies of the Landlord, including Landlord's costs, expenses and attorney fees.

22.2.3 Landlord may but has no obligation to relet the Lease Premises as Tenant's agent and may, without obligation, make repairs, alterations and additions in or to the Lease Premises, all under the same terms and conditions as set forth elsewhere in this Lease. If the consideration collected by Landlord from any such reletting for Tenant's account is not sufficient to pay the amount to be paid monthly by Tenant, together with all such expenses, Tenant shall pay to Landlord, as damages, the amount of each monthly deficiency.

22.2.4 Landlord may from time to time file suit to recover any sums falling due under this Lease. No suit or recovery of any portion due Landlord hereunder shall be a defense to any subsequent action brought for any amount not reduced to judgment in favor of Landlord, except that Landlord shall not be permitted more than one recovery for the aggregate amount due under this Lease.

22.3 Landlord may remove and store, at the expense of the Tenant, all or any of the Tenant's personal property and effects situate in or around the Lease Premises, as Tenant hereby grants Landlord a lien upon the Tenant's personal property in or on the Lease Premises for the payment of all sums due under this Lease.

22.3.1 Landlord shall have the right to sell the same at public or private sale, as the Landlord may determine in Landlord's sole discretion, and apply the proceeds to the payment of any amounts due and owing by Tenant to Landlord under the terms of this Lease.

22.3.2 Tenant hereby specifically waives any and all exemptions allowed by law with respect to said personal property, and waives notice of sale and the right to any appraisal with respect to the sale of said personal property.

22.4 All rights and remedies given Landlord shall be distinct, separate and cumulative, and the use of one or more shall not exclude or waive any other right or remedy allowed by law or in equity unless specifically limited or waived in this Lease. The following provisions also apply to this Lease:

22.4.1 The payment by Tenant, or acceptance by Landlord, of money after any of the following events shall not reinstate, continue, or extend the term of this Lease nor affect any such notice, demand or suit or any right hereunder not expressly waived: (a) after knowledge of any breach of this Lease, (b) after the termination of the term of this Lease or of Tenant's right of possession to the Lease Premises, (c) after the service of any notice, (d) after the commencement of any suit, or (e) after final judgment for possession of the Lease Premises.

22.4.2 Tenant's obligation to pay rent during the term of this Lease, any extension of the term of this Lease or any holdover tenancy shall not be waived, released, or terminated by the service of any notice, demand for possession, notice of termination of tenancy, repossession of the Lease Premises by Landlord, institution of any action for forcible detainer, ejectment or judgment for possession, or any other act or acts resulting in termination of Tenant's right of possession of the Lease Premises.

22.4.3 No action by Landlord, whether in taking possession of the Lease Premises or pursuing any action permitted by this paragraph, shall constitute an election of remedies by Landlord.

22.4.4 No action by Landlord shall be construed as effecting a termination of this Lease unless specifically set forth as such in a written notice from Landlord to Tenant.

23. DEFAULT BY LANDLORD. If the Landlord shall be in default as to the performance of any covenant, agreement or obligation to be performed by Landlord under the terms and provisions of this Lease, and such default shall continue for 10 days after written notice thereof by Tenant to Landlord (provided, however, that in the case of a default beyond the Landlord's reasonable control that cannot be cured within such 10 day period, the 10 day period shall be deemed extended if (a) immediately upon receipt of such notice, the Landlord advises the Tenant of its intention to institute all actions necessary to cure such default, and (b) institutes all necessary action and with reasonable diligence prosecutes the completion of all actions necessary to cure such default), then the Tenant shall have the following rights and remedies:

23.1 To cure such default with the reasonable costs and expenses thereof to be paid by Landlord.

23.2 If any such default of Landlord shall continue for more than 10 days and substantially interferes with the Tenant's use and occupancy of the Lease Premises, the Tenant may immediately terminate this Lease.

24. SURRENDER OF PREMISES. Upon termination of this Lease, whether by lapse of time or otherwise, or upon termination of Tenant's right of possession without termination of this Lease, the following terms shall apply:

24.1 Tenant shall quietly and peaceably leave and surrender the Lease Premises to Landlord, broom-clean and ready for occupancy, in as good condition as when received, ordinary wear and tear, repairs and replacements required to be made by Landlord, and alterations, additions and improvements excepted.

24.2 Tenant shall deliver all keys to Landlord at the place where rent is payable, or as otherwise directed by Landlord.

24.3 Prior to expiration or earlier termination of this Lease, Tenant shall remove all personal property from the Lease Premises. If Tenant fails to timely remove such personal property, then at Landlord's option, it shall be deemed abandoned and the property of Landlord.

24.4 Landlord shall have the right and license, with process of law (and if Tenant abandons the Lease Premises, Tenant grants Landlord and Landlord shall have such right and license with or without process of law), to enter the Lease Premises and take possession of the Lease Premises, to alter and change any locks or other security devices at the Lease Premises, and to expel and remove

Tenant and any others who may be occupying the Lease Premises and any and all property from the Lease Premises, without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law or in equity. If Tenant abandons the Lease Premises and Landlord exercises the right and license to enter the Lease Premises without process of law, Landlord may use such force as may be necessary without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer.

25. DESTRUCTION OF PREMISES. In the event that the Lease Premises or any part thereof shall be made unfit for occupation as a result of fire, destruction, or other casualty or peril, the Landlord shall have the exclusive right to terminate this Lease or to repair and replace the Lease Premises in as good a condition as it was prior to such damage. Such election shall be made by the Landlord giving written notice to the Tenant within 20 days from the date of such damage. If an election is made to terminate the Lease, the Tenant shall immediately surrender the Lease Premises to Landlord and shall pay the rental payments only to the date of the surrender of possession. If an election is made to repair the Lease Premises, the same shall be done within a reasonable period, and during such period the rental payments shall be reduced and adjusted to an amount that represents the fair and reasonable rental payment, as determined by the nature of the damages sustained to the Lease Premises and the extent the Tenant is deprived of the use of the Lease Premises. In no event shall the reasonable period to make such repairs exceed 90 days in duration. The Tenant shall have the absolute right to terminate this Lease in the event of any damage to the Lease Premises that makes the same untenable for a period of time longer than 90 days. In such event, Tenant shall give Landlord written notice of its option to terminate this Lease within 20 days after such damage or destruction.

26. ACCESS BY LANDLORD. Landlord reserves the right to enter and inspect the Lease Premises, make necessary repairs, alterations or improvements, supply necessary or agreed services, exhibit the Lease Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors, or otherwise as necessary in the operation or protection of the Lease Premises. Landlord may retain and use copies of any keys necessary for access to the Lease Premises. Upon the occurrence of any apparent or actual emergency, Landlord may enter the Lease Premises at any time without notice. At any time within 90 days prior to the end of the Lease Term, Landlord may, as often as necessary, show the Lease Premises for rent between the hours of 9 A.M. and 8 P.M. on not less than 2 hours oral notice, without limitation as to days. Prior to such 90 day period, entry shall be in accordance with agreement with Tenant or, if such agreement is impractical or refused, after 24 hours' notice and during the period of 9 A.M. to 8 P.M. Monday through Saturday.

27. ABANDONMENT OF PREMISES. Ten days' physical absence by Tenant with rent being unpaid, or removal of a substantial portion of Tenant's personal property with rent being paid, and, in either case, reason to believe Tenant has vacated the Lease Premises with no intent to again reside in the Lease Premises shall be conclusively

deemed an abandonment of the Lease Premises by Tenant. In such event, and in addition to Landlord's remedies set forth in this Lease, Landlord may enter the Lease Premises and act as Tenant's agent to perform necessary repairs and relet the Lease Premises. Tenant shall be conclusively deemed to have abandoned any personal property remaining in the Lease Premises, and Tenant's title to that personal property shall pass to Landlord without additional payment or credit by Landlord to Tenant. Despite such abandonment, Tenant shall continue to be liable for all rental payments for the entire Term of the Lease.

28. CONTINUANCE OF LEASE. If, after the expiration of this Lease, the Tenant shall remain in possession of the Lease Premises and continues to pay rent without written agreement as to such tenancy, then the Tenant shall be deemed as a tenant from month to month at the rental payment in effect on the last day of the Lease and under the same terms and conditions as are contained in this Lease. Such month to month tenancy shall not be deemed to extend the term or renew this Lease and the month to month tenancy may be terminated by either party giving written notice to the other of the termination at least 10 days prior to the commencement of the next month to month tenancy.

29. CARPET CLEANING. Tenant is responsible for paying the cost of having any carpet located in the Lease Premises professionally steam cleaned upon the termination of the Lease. Landlord shall make the arrangements for the carpet cleaning and shall apply the Security Deposit in whole or in part to the payment of such costs.

30. KEYS. Tenant shall not duplicate any keys to the Lease Premises without Landlord's prior written consent. Landlord will provide Tenant with two keys to the Lease Premises. Landlord will charge Tenant $35.00 per key for each key not returned at the termination of this Lease, or for any key replaced during the Term of the Lease. Landlord will charge Tenant an additional $25.00 if Tenant loses a key and requests another key from Landlord after business hours.

31. NON-WAIVER OF REMEDY. The waiver by the Landlord or the Tenant of any breach or default of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition of this Lease.

32. NOTICES. All notices and other communications required or permitted under this Lease shall be in writing and shall be, as determined by the person giving such notice, either hand delivered; mailed by registered or certified mail, return receipt requested; delivered by overnight delivery service such as Federal Express or United Parcel Service; or sent by telecopier or telegraphic transmission. Service of such notice shall be deemed given and received when personally delivered, or 3 business days after mailing properly addressed with postage prepaid, or on the day sent by telecopier or telegraphic transmission, or on the day following the delivery to an overnight delivery service with delivery charges prepaid. All notices and communications required by this Lease shall be delivered to the following addresses:

LANDLORD: As set forth in Paragraph 1.

TENANT: As set forth below following the signature of the first listed Tenant.

Any party may change their address of record by giving written notice of the change to the other party.

33. TERMINATION ON SALE OF LEASE PREMISES. It is expressly understood and agreed that in the event of the sale of the Lease Premises by Landlord to any other person or entity, the Landlord or the new owner of the Lease Premises shall have the right, notwithstanding any other provision of this Lease, to terminate the Lease upon 45 days written notice to Tenant, which notice may be given at any time following the execution of a Contract for Sale of the Lease Premises to the new owner.

34. ENTIRE AGREEMENT. This written agreement contains the entire and only agreement between Landlord and Tenant, and no oral statement or representations not contained in this Lease shall be of any force and effect between said parties. This Lease shall not be modified or amended in any manner except by written instrument by the parties.

35. INVALIDITY OR INAPPLICABILITY. If any term, provision or paragraph of this Lease, or the application thereof, be invalid or unenforceable, the remainder of this Lease or the application of such terms, provisions and paragraphs, other than that which is held invalid or unenforceable, shall not be affected thereby and shall be valid and enforceable to the extent permitted by law.

36. APPLICABLE LAW. This Lease is entered into in the County of Gunnison and State of Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease shall be in the County or District Court of Gunnison County, Colorado.

37. ATTORNEYS' FEES. It is agreed that if any action is brought in a court of law by either party to this Lease as to the enforcement, interpretation or construction of this Lease, or any document provided for herein, the prevailing party in such action shall be awarded their reasonable attorneys' fees and costs incurred in the prosecution or defense, and collection of judgment, in such action.

38. INTEREST. All rental payments and other amounts owed by Tenant to Landlord under this Lease shall bear interest at the rate of 1.5% per month from the date due until the date that the same is paid in full.

39. TIME IS OF THE ESSENCE. It is expressly agreed that time shall be deemed of the essence of this Lease.

40. BINDING AGREEMENT. It is understood and agreed that this Lease shall be binding upon the heirs, personal representatives and assigns of the parties hereto.

41. JOINT AND SEVERAL LIABILITY. The obligations of two or more persons designated Tenant in this Lease shall be joint and several. If more than one party is named as Tenant, other than children in a family, all must execute this Lease and any modification or amendment of this Lease.

42. SPECIAL PROVISIONS. The following special provisions also apply to this Lease:

42.1 There will be no cultivation of marijuana on premises.

42.2 There will be no smoking of any kind in the leased premises.

42.3 Pursuant to Section 10.10, Tenants shall not disturb neighboring residents. Upon a second intervention by the Gunnison Police Department being called for loud parties or altercations, it will be grounds for termination of this lease .

42.4 Landlord and tenant waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other or other successors in respect of any matter arising out of or in connection with this lease, the relationship of the parties, the parties' use or occupancy of the premises, and/or any claim for injury or damage, or any emergency or statutory remedy.

42.5 ~~Landlord and tenant waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other or other successors in respect of any matter arising out of or in connection with this lease, the relationship of the parties, the parties' use or occupancy of the premises, and/or any claim for injury or damage, or any emergency or statutory remedy.~~

This Lease is executed the day and date first above written.

LANDLORD
RV Commercial Rentals, LLC
(Landlord's Name)

By: Nesbitt & Company, LLC
Its: Agent and Property Manager

9/18/2020

(Signature)

By: Wm J Nesbitt, II
Its: Broker

TENANT(S)

_____
(Signature)

Print Name: Russ Marshall

Address: _____

_____

Phone: 970 596 2288

Fax #: _____

SS#: 540 98 4763

DL#: 97-181-0026

DOB: 4/3/66

Emergency Contact:

Name: GENNAE MARSHALL

Address: _____

_____

Phone: 970 275 - 9596

# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Lease Amendment Agreement; Williams Drilling Co, I

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Gunnison County and Williams Drilling Co., Inc.

**Term Begins:** 04/01/2021 **Term Ends:** 9/30/2021 **Grant Contract #:**

**Summary:**

Amendment to the lease dated April 1, 2020 to extend the term of the lease to September 30, 2021.

**Fiscal Impact:**

**Submitted by:** Stephanie Williams **Submitter's Email Address:** swilliams@gunnisoncounty.org

**Finance Review:** ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

**County Attorney Review:** ◉ Required ○ Not Required

Comments:

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 3/31/2021 Certificate of Insurance Required

Yes ○ No ◉

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 4/6/2021

*Revised April 2015*

# LEASE AMENDMENT AGREEMENT

This Lease Amendment (the "Amendment") is made and entered into this _____ day of _____, 2021 by and between the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO (the "County") and WILLIAMS DRILLING CO., INC. (the "Tenant").

## RECITALS

WHEREAS, a lease was entered into by and between the Tenant and the County, dated April 1, 2020 (the "Lease"), covering that portion of Gunnison-Crested Butte Regional Airport property within the chain link fence (the "Colman Lot") located on the east side of the airport operations building and the airport security fence on the south side of the parcel (the "Property"); and

WHEREAS, the County and the Tenant now desire to amend the Lease by extending the term of the Lease;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Tenant agree to amend the Lease as follows:

1. TERM OF LEASE: The term of the Lease as identified in Section 2 shall be extended to September 30, 2021.

Except as amended above, all other terms and conditions of the Lease shall remain in full force and effect and are in all respects hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date listed above.

**LANDLORD:**
BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

By: _____
Matthew Birnie, County Manager

**TENANT:**
WILLIAMS DRILLING CO., INC

By: _____
Frank Williams

**ATTEST:**

_____
Deputy Clerk

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Off-Airport Ground Transportation Agreement, Gunni

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Gunnison County and San Miguel Mountain Ventures, LLC

**Term Begins:** 12/1/2020 **Term Ends:** 11/30/2021 **Grant Contract #:**

**Summary:**

Agreement for Telluride Express to operate an off-airport ground transportation service at the Gunnison Crested Butte Airport. Agreement has been updated per County Attorney's office.

**Fiscal Impact:** 10% gross revenue due to airport, annual vehicle fees

**Submitted by:** Stephanie Williams **Submitter's Email Address:** swilliams@gunnisoncounty.org

**Finance Review:** (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 4/1/2021

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

Comments:
Reviewed and appears legally sufficient. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 3/22/2021 Certificate of Insurance Required Yes (•) No ( )

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

# OFF-AIRPORT GROUND TRANSPORTATION AGREEMENT
## Gunnison-Crested Butte Regional Airport

THIS OFF-AIRPORT GROUND TRANSPORTATION AGREEMENT, made as of _____, between the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO (hereinafter "County"), and San Miguel Mountain Ventures, LLC (hereinafter "Operator") witnesses:

WHEREAS:

A. The County owns and operates the Gunnison County Airport (hereinafter "Airport") which includes the Airport building complex (hereinafter "terminal") and does maintain various spaces for the use of the public, and from time to time does and shall license and/or lease and/or permit and/or contract for the use of parts of these areas to various individuals, partnerships, corporations or entities to serve the users of the Airport; and

B. The County has adopted Resolution 96-54 (hereinafter "Resolution") requiring that a ground transportation commercial operator shall conduct business at the Airport only pursuant to a written agreement with the County; and

C. The Resolution sets the fees to be paid by a ground transportation commercial operator pursuant to such a written agreement; and

D. Operator is engaged in the commercial business of ground transportation of persons and desires to use a portion of the Airport for the loading and unloading of such persons; and

E. Operator does not have a current written agreement with County regarding use of the Airport; and

F. County and Operator desire to enter into a written agreement establishing and specifying the conditions under which Operator may conduct an Off-Airport ground transportation commercial operation at the Airport.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and the Operator do hereby mutually undertake, promise and agree, each for itself, to successors and assigns, as follows:

## 1. DEFINITIONS

1.1 "Commercial Vehicle" shall mean any vehicle, which provides for the carriage of persons or property to and from the Airport for which the passenger, either directly or indirectly, pays a charge. This definition expressly includes each vehicle used by any off Airport car rental entity to transport a customer of that entity to or from the Airport. This definition expressly excludes rental vehicles driven by the consumer.

1.2 "Courtesy Vehicle" shall mean a vehicle, regardless of size, which regularly carries persons between the Airport and off Airport locations for which no charge is paid, either directly or indirectly by passenger.

1.3 "Airport Manager" shall mean the Manager of the Airport or any individual designated by the Manager to act in his or her behalf.

1.4 "Employee" shall mean any employee, officer, or director of an Operator, or any other individual who operates a Commercial Vehicle or provides other service at the Airport for an Operator, and includes an individual Operator.

1.5 "Ground transportation commercial operation" shall mean any individual, partnership, corporation or other entity which provides ground transportation of humans, including but not limited to transportation by taxicab, van, limousine or bus, for a fee.

1.6 "Rental Car Operator" shall mean any individual, partnership, corporation, joint venture, or other entity which provides rental, for a fee.

1.7 "Person" shall mean any individual, partnership, corporation, joint venture, or other legal entity.

1.8 "Operator" shall mean the owner or operator of a Commercial Vehicle. Corporations, partnerships and other entities controlled by the same individual or group of individuals shall, for purposes of this Policy, be considered to be a single Operator. The actions and omissions of all employees, officers, directors, and agents of an Operator shall be deemed to be the acts or omissions of the Operator. Whenever an obligation, condition or requirement applies to an Operator, it shall apply equally to the Operator's employees, officers, directors and agents.

1.9 "Solicitation" shall mean communication or attempted communication for the purpose of encouraging a potential customer to engage an Operator for transportation in a Commercial Vehicle. Solicitation includes, but is not limited to, distribution of hand bills, mime and oral communication, the display of signs, other than pre-arranged reservations as outlined in this Plan.

1.10 "Taxi" shall mean a chauffeur-driven vehicle for hire having a capacity of seven passengers or less and which operates on demand over routes determined by the destination of the passenger.

1.11 "Terminal" shall mean the passenger terminal building at the Airport for scheduled air carriers.

1.12 "Gross Revenues" or "Gross Receipts" shall mean all amounts received by Operator, or which Operator is entitled to receive. For car rental entities, gross sales are defined as time and mileage revenues for car rentals in all other cases gross sales are defined as the aggregate gross selling price of transportation to or from the Airport.

1.11.1 Gross revenues or gross receipts to the Operator shall be deemed received at the time the sales, lease or service transaction occurs giving rise to Operator's right to collect said monies, regardless of whether said transaction was conducted in person, by telephone, by wire (FAX, telex, etc.), by mail or by any other method of information transmission, whether the transaction was for cash or credit.

1.11.2 Gross revenues or gross receipts shall not include: (1) federal, state or municipal sales taxes separately stated and collected from customers; (2) amounts Licensee receives, or is entitled to receive, for refueling motor vehicles owned or leased by it; (3) amounts Licensee receives, or is entitled to receive, for charges for insurance coverage, including but not limited to personal accident insurance premiums and collision damage waiver charges.

## 2. USE OF AIRPORT FACILITIES

2.1 Grant of Non-Exclusive Use. Subject to the terms, limitations and conditions of, and to the extent Operator is authorized by the Agreement to operate Commercial Vehicles at the Airport, Operator is granted the use, in common with others similarly authorized, of the nonexclusive loading, unloading and parking areas as directed by the Airport Manager.

2.2 Limitation on Use.

2.2.1 Operator's use of the Airport authorized and granted herein shall be limited to the operation of a ground transportation commercial operation for the carriage of persons or property.

2.2.2 Operator's use of the Airport or any portion thereof, including exclusive use spaces, may be temporarily restricted by the Airport Manager to the extent the Airport Manager deems necessary to protect or enhance public health or safety, in the event of emergency or as necessary for security.

## 3. OBLIGATIONS OF OPERATOR

3.1 Acquire necessary permits and licenses associated with the lawful operation on its business upon the Premises.

3.2 Comply with all Airport Minimum Standards and Regulations, all City and County regulations and ordinances, all State and Federal regulations and laws, and all applicable sales and use tax requirements, effective at the time of this Lease and throughout the Primary and Renewal Terms hereunder.

3.3 Operator agrees to pay all wages, all applicable Federal and State withholding taxes, Social Security payments (FICA) Unemployment and Worker's Compensation for all of its employees. Any breach of these provisions shall be deemed a material breach of this Lease.

3.4 Payment of Fees. Operator agrees to pay the County fees for the uses, services and privileges granted hereunder, according to the following schedule:

3.4.1 A fee of $500.00 per calendar year per commercial vehicle used at the Airport; this fee is due and payable as a prerequisite to execution by the County of this Ground Transportation Agreement.

3.4.2 An additional fee of 10% of gross revenues derived by Operator from ground transportation commercial operations at the Airport; this fee is due and payable on the 30th day of each month.

3.4.3 All payments to be made pursuant to paragraphs 3.4, 3.4.1, 3.4.2, will be considered delinquent if not received by the last day of the month in which the payment became due. In addition to such delinquent payment, a late charge of $200.00 will be assessed on the delinquent payments and interest will accrue on the delinquent payment at a rate of one percent (1%) per month on all delinquent balances.

3.3.4 Operator may pay for a single permit at a rate of $150.00 per vehicle, per trip, in place of the fees described in paragraphs 3.4.1 and 3.4.2

3.5 Insurance.

A Certificate of Insurance listing the following coverage's must be provided upon signing of the operator agreement:

| | |
|---|---|
| Comprehensive General (Public) Liability (other than automobile) | $1,093,000 combined single limit for bodily injury and property damage |
| Automobile Bodily Injury | $1,000,000 per individual |
| Automobile Property Damage Liability | $1,093,000 per occurrence |
| Workers Comprehensive Liability | As required by the State of Colorado |

Without limiting its liability, Operator agrees to carry and keep in force an insurance policy naming Gunnison County and Gunnison Crested Butte Regional Airport as additional insureds on the certificate. Proof of Workers Compensation must also be provided. Any policy required by this Agreement cannot be terminated or modified except upon 30 days advance written notice to the County. Operator will provide insurance certificates to County upon entering into this Agreement but no later than thirty (30) days from the execution of this Agreement. If Operator fails to obtain and maintain insurance, the County may obtain insurance coverage on behalf of the Operator and the amount of any premium paid by the County for such insurance shall be immediately payable by Operator to the County. The County may also treat failure of the Operator to obtain insurance as a default under this Agreement and may proceed with any remedy available to County for default.

3.6 Indemnification of Board. Operator agrees to defend, indemnify, and hold harmless the Board of County Commissioners of Gunnison County, Colorado, the elected and appointed officials and the employees and agents of Gunnison County (hereinafter "Gunnison County") from and against all liability losses, costs, charges, penalties obligations, expenses, attorney fees, litigations, judgments, damages, claims and demands

of any kind what so ever; collectively "Claims" in connection with arising out of, or by any reason related to Operator's business or its actions pursuant to this lease.

3.7 Parking and Operation of Vehicles. Operator agrees to observe the following requirements with respect to parking and operation of Commercial Vehicles at the Airport:

3.7.1 Any operator awarded exclusive use of parking space in the sole discretion of the Airport Manager shall utilize such space for loading prior to utilizing non-exclusive spaces.

3.7.2 Operator shall not park Commercial Vehicles at the Airport overnight, unless specifically authorized by prior agreement with the Airport Manager.

3.7.3 Operator shall load and unload passengers and property and shall park Commercial Vehicles only in areas designated for Commercial Vehicle and Operator's use.

3.7.4 Operator shall adhere to traffic laws, posted signs and pavement markings.

3.7.5 Commercial Vehicles shall not be left unattended in loading and unloading spaces except as may be necessary to assist a passenger with baggage, or locate an incoming passenger with reservations in the area designated by the Airport Manager. If a vehicle is to be left unattended for longer than 30 minutes, it may be removed by the County to a holding area.

3.7.6 Operator shall not operate any Commercial Vehicle to, at, or from the Airport which is unsafe or which fails to meet safety standards applicable to such vehicle.

3.7.7 Operator shall at all times obey the lawful instructions of the Airport Manager with respect to the loading, unloading, parking and operation of Commercial Vehicles upon the Airport, and the conduct of Employees at the Airport.

3.8 Provision of Information.

3.8.1 Operator shall monthly provide the Airport Manager with information on the number, destination, and/or origin of passengers transported to and from the Airport, on forms established by the Airport Manager, no later than the 5th day of the month following the month in which service to or from the Airport has been provided. Statement shall be signed and certified as correct by an official of the Operator authorized to so certify.

3.8.2 Operator shall submit to the Airport Manager, upon request, copies of current, city, county, state or other permits or licenses pertaining to transportation of passengers and/or freight.

3.8.3 Annually, within thirty (30) days after the end of every operations year, at the expiration of the Operator's term and upon assignment of Operator's rights hereunder, Operator shall file a statement of gross revenues or gross receipts reportable under this Agreement, which report shall be prepared, signed and certified as correct by a corporate officer of Operator.

3.8.4 Operator shall maintain full and accurate books of account and records from which "gross revenue" and "gross receipts," as defined herein, the amount and nature of all business transacted on or though the Airport and the amount of percentage rental owed the County hereunder, particularly as it relates to all revenues or receipts attributable to Operator's business conducted at the Gunnison County Airport, can be determined and verified, according to standard and accepted accounting and auditing practices. The books of account and records that Operator must maintain must include, but need not be limited to, legible, true and accurate copies of all written and electronic records and reports kept in the normal course of Operator's business including, without limitation, all motor vehicle rental contracts, sales slips, cash register tapes, credit card invoices, monthly sales tax returns, sales and disbursement journals, general ledgers, bank statements, bank books, bank deposit slips, annual federal income tax returns, state sales tax returns and all Airport-related revenue reports submitted by Operator to its franchisor. These books and records shall be maintained on a current basis and shall be stored at OPERATOR'S principal location for a period of at least thirty-six (36) months from the end of each monthly period, or for such longer period of time as County reasonably may direct in writing.

3.9 Rate Cards. Operator shall submit to the Airport Manager a current rate card at the beginning of each month.

3.10 Conduct and Qualification of Employees.

3.10.1 Operator shall make all Employees aware of Operator's responsibilities under this Agreement.

3.10.2 Operator and it Employees shall not engage in solicitation at the Airport. The Operator and its Employees is expressly forbidden from engaging in any form of solicitation with individuals or groups other than the pre-arranged reservation and

shall not loiter in the Terminal or its environs nor enter the security screening area. Employees entering the Terminal Building for the purpose of meeting pre-arranged reservations shall be subject to the following specific restraints:

- The Employee/Operator will not be allowed in the building earlier than 30 minutes prior to the current scheduled flight arrival of the person or group reservation being met.

- The Employee will carry a sign meeting the specific size requirements of no larger than 12 inches by 18 inches and will contain only the name of the individual or group being met.

- The Employee will stand in an area designated by Airport Management until making contact with the pre-arranged reservation. At no time shall the Employee roam the Terminal building, display, or stand in an area other than that designated by Airport Management for meeting pre-arranged reservations.

- Upon contacting the reserved party or individual, the operator will immediately guide that party outside to their waiting transportation.

- If the Employee is petitioned for service by others, they must be directed to either the Telephone Reservation Board, or to the ground transportation line at the curb.

- The operator is expressly forbidden from engaging in any form of solicitation with individuals or groups other than the pre-arranged reservation.

- Employees may under no circumstances provide service to anyone other than a pre-arranged reservation. If an individual or group makes transportation arrangements from the Airport Telephone Board, those reservations must be directed to the operators parking position. They cannot be accommodated by the operator's representative in the Terminal building meeting a previous pre-arranged reservation.

3.10.3 Only Employees who are properly licensed and qualified with respect to the Commercial Vehicle operated shall be permitted by Operator to operate such vehicle upon the Airport.

3.10.4 Employees shall at all times have a neat, clean and modest appearance. Clothing shall include shoes and shirts and may bear reasonable insignia indicating

affiliation with Operator. Personnel must demonstrate professional and courteous conduct at all times while on the Airport.

3.10.5 Employees may meet reservations at baggage pickup area, and may display a sign (per section 3.10.2) with the passenger(s) or group name, but may not loiter in the terminal after making contact. Employees will not be allowed in the baggage area prior to passenger(s) scheduled arrival.

3.10.6 At the discretion of Airport Management, Operator violating the above rules and regulations will be prohibited from conducting further business at Gunnison County Airport for a period of 30 days. Second time or habitual violators may be permanently barred from conducting business at the Gunnison Crested Butte Regional Airport.

3.10.7 Operator shall ensure that all Employees attend orientation sessions, which the Airport Manager may schedule from time to time.

3.10.8 Operator shall at all times obey the lawful instructions of the Airport Manager with respect to the loading, unloading, parking and operation of Commercial Vehicles upon the Airport, and the conduct of Employees at the Airport.

3.10.9 Any violation or complaint of an Operator's employee will be forwarded to the respective person noted below.

3.11 Registration of Commercial Vehicles.

3.11.1 Operator agrees to register with the Airport Manager each Commercial Vehicle it utilizes in providing service at the Airport, and not to use any unregistered vehicle to provide such service. The Commercial Vehicles listed on the Registration Sheet annexed hereto as Exhibit 1 are hereby registered.

3.11.2 Operator agrees that prior to using at the Airport any Commercial Vehicle not registered above, may bring said vehicle and registration to the Airport for registration by the Airport Manager.

3.11.3 Operator must submit written notice of change of registration of vehicles by the 15th of each month.

3.11.4 Any decals issued by the Airport Manager shall be displayed at all times in the lower right hand corner of the front windshield of each Commercial Vehicle operating at the Airport. Operator shall operate no Commercial Vehicle at the

Airport which does not display a current decal, without the Airport Manager's prior approval.

3.11.5 Each Commercial Vehicle operated at the Airport shall bear a sign which clearly discloses the identity of Operator or of a trade name under which Operator does business at the Airport. Trade names under which Operator does business at the Airport are:

(1) Telluride Express

3.12 The County reserves the right to conduct audits of Operator's books of account and records, which audits may be conducted upon reasonable notice to Operator and during Operator's normal weekday business hours. For purposes of this Agreement, the annual audit period shall be deemed to commence on January 1 of each year the Agreement is in effect and to conclude December 31 of the ensuing year. In performing said audits, County shall be entitled to review, and Operator shall be obligated to provide to the County, all of the books of account and records that Operator obligated to maintain pursuant hereto, as well as other documents and files in Operator's possession, custody or control at the time County advises Operator of its desire to audit Operator's records, that the County, or its auditor, believe, in their sole discretion, are useful, relevant or necessary to determine or verify the correct amount of gross revenues enjoyed by Operator, and the correct amount of percentage rental owed by Operator to the County, for the period involved. Should Operator fail to maintain the books of account and records required to be maintained pursuant hereto, or should Operator fail to permit County or its auditor to review Operator's books and records, and other documents and files, as required by this subparagraph, said default is agreed by the parties to be a material breach of this Agreement and Operator agrees to pay, as liquidated damages for such breach, an additional amount equal to fifty (50%) percent of the verifiable costs, fees and charges due from Operator hereunder for the period in question. If any audit shows percentage rentals and other charges that should have been paid to the County by the Operator pursuant to this Agreement were understated or underpaid for any period involved, Licensee shall, within thirty (30) days notice of any such deficiency, pay to the County the full amount underpaid, plus eighteen percent (18%) interest, on such underpayment from the time said underpayment should have been paid to the time said underpayment is fully paid. In addition, if the amount of underpayment exceeds exactly one (1.0%) percent of the total annual percentage rental that was owed by Operator to the County for the audit period involved, Operator, in addition to paying the County the underpayment owed and interest accrued thereon, shall within thirty (30) days' notice reimburse the County for the cost of the audit not to exceed Fifteen Hundred Dollars ($1,500.00). If the audit discloses overpayment of the percentage rentals paid to the County by Licensee, the County shall refund the amount of overpayment to Licensee within thirty (30) days of said audit. The County shall hold all information obtained from any such audit in confidence, except as may be necessary to enforce the County's rights

under this Agreement, except with respect to tax proceedings, and except with respect to any legal requirements or Court Order to disclose said information.

## 4. TERM

4.1 Term. Subject to earlier suspension or termination as hereinafter provided, the term of this Lease shall be a one (1) year period commencing December 1 2020, and ending November 30, 2021 (the "Initial Term"). The term of this Lease may, at the request of the Operator, be renewed at the sole discretion of the County for up to one (1) additional term of one (1) year commencing December 1, 2021 through November 30, 2022.

## 5. TERMINATION, SURRENDER AND DAMAGES

5.1 Termination by Operator. Operator may terminate this Agreement, by providing thirty (30) days written notice to the Board. Termination shall not entitle Operator to a refund of fees paid in advance.

5.2 Termination or Suspension by Board.

5.2.1 If Operator fails to make any payment due hereunder within ten (10) days after notice of the overdue payment is sent to Operator at the address set forth for Operator herein, Board may, at its option, and in addition to other remedies, terminate this Agreement.

5.2.2 The Board shall also have the right to terminate this Agreement in the event of the appointment of receiver of Operator's assets or the default by Operator in the performance of any covenant or agreement herein required to be performed by Operator other than the payment of money, and the failure of Operator to remedy such default for a period of twenty (20) days after receipt from Board of written notice to remedy the same.

5.2.3 Notwithstanding the provisions of paragraph 5.2.2 above, if Operator fails to observe its obligations under Paragraphs 3.5.1 through 3.5.12 of this Agreement or any predecessor Agreement between the parties, the Board, through the Airport Manager may:

5.2.3.1 Issue written warnings to the Operator;

5.2.3.2 Suspend, by written order, the Operator's authority under this Agreement to operate to, from and upon the Airport for any period of up to 30 days for each such violation, or;

5.2.3.3 Suspend, by written order, an Employee's authority to operate a commercial vehicle to, from and upon the Airport for any period of up to 30 days for each such violation, or;

5.2.3.4 Terminate by written order, the Operator's authority under this agreement to operate from and upon the Airport for multiple violations within the same calendar year, which year is agreed to be December 1 through November 30.

5.3 Delayed Termination or Suspension. In the event of default by Operator, the Airport Manager in his/her discretion may impose termination or suspension of authority immediately, as set forth in Section 5.2 above, or delay such suspension or termination for imposition during the next period in which Airport enplanements again approximate the period during which the violation(s) occurred. Violations and defaults under this Agreement may be considered by the Airport Manager in imposing suspensions or termination under any successor agreement.

## 6. ASSIGNMENT

6.1 Assignment. Operator shall not at any time assign its rights under this Agreement or any part thereof without the written consent of Board; provided, however, that the foregoing shall not prevent the assignment of such rights to any corporation with which Operator may merge or consolidate, or which may succeed to the business of Operator. No such assignment shall release Operator from its obligations to pay any and all of the rentals and charges and to otherwise perform Operator's obligations set forth herein.

6.2 Successors to Board. The rights and obligations of Board under this Agreement may be assigned by the Board, at the option of the Board, and without the necessity for the concurrence of the Operator in any such assignment.

## 7. OTHER AGREEMENTS

7.1 Rules and Regulations. Operator agrees to observe and obey rules and regulations that may be adopted by Gunnison County from time to time respecting use of the Airport.

7.2 Agreement Subordinate. This Ground Transportation Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the County and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the County for Airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Gunnison – Crested Butte Regional Airport.

7.3 Non-Discrimination. The Operator, in operations at and use of the Airport, shall not, on the grounds of race, color, national origin or sex, discriminate or permit discrimination against any person or group of persons in any manner prohibited by applicable law. The Operator shall abide by the provisions of Part 21 of the Rules and Regulations of the Office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964.

7.4 County reserves the right to grant leases, licenses, uses, permits or rights including but not limited to additional ground transportation agreements to other parties to operate on the Airport.

7.5 The County reserves the right to direct, in its reasonable discretion, Operator's operations in the event that Licensee's operations are unreasonably interfering with the use by others of the Airport; e.g., to restrict the use of "public" areas of the terminal and public-access curbs, sidewalks and roadways in favor of the traveling public.

7.6 County reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, and/or terminal including existing vehicle and pedestrian traffic patterns, as County deems appropriate, without interference or hindrance by the Operator, and County shall have no liability hereunder to Operator by reason of any interruption to Operator's operations on the Premises occasioned by such County activities.

7.7 Uncontrollable Circumstances. Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of these terms, covenants or conditions of this Agreement, due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstances for which such party is not responsible or which it is not in its power to control.

7.8 It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right.

## 8. MISCELLANEOUS PROVISIONS

8.1 Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Time of Essence. Time is of the essence in this agreement

8.3 Non-Waiver. Waiver by either party of or the failure of either party to insist upon the strict performance of any provision of this Agreement shall not constitute a waiver of the right or prevent any such party from requiring the strict performance of any provision in the future.

8.4 Limitation of Benefit. This Agreement does not create in or bestow upon any other person or entity not a party to this Agreement any right, privilege or benefit unless expressly provided in this Agreement. This Agreement does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not a party.

8.5 Governmental Immunity. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or in part, by the Board of County Commissioners of Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

8.6 Advice of Independent Counsel. Each party to this Agreement has sought and obtained, to the degree it has deemed necessary and beneficial, the advice of independent legal counsel regarding this Agreement.

8.7 Severability. Any covenant, condition or provision herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Agreement, but such deletion shall in no way affect any other covenant, condition or provision herein contained so long as such deletion does not materially prejudice the Board or Operator in their rights and obligations contained in valid covenants, conditions or provisions.

8.8 Effect of Agreement. All covenants, conditions and provisions in this Agreement shall extend to and bind the successors of the parties hereto, the assigns of Board and to the permitted assigns of Operator.

8.9 Notices. Notices provided for herein shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the addresses set forth above or to such other addresses as the parties may from time to time designate in writing.

8.10 Governing Law. This Agreement shall be governed by and construed 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.

8.11 Entire Agreement. This Agreement embodies the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and agreements, whether written or oral.

8.12 Modification of Agreement. This Agreement may not be altered, modified or changed in any manner whatsoever except by writing signed by all parties hereto.

## 9. IMMIGRATION COMPLIANCE CERTIFICATION.

9.1 Contractor certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this contract. Contractor further certifies that it has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this contract. Finally, Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program (operated by the Department of Homeland Security

## 10. NOTICES

10.1 All notices or other written correspondence desired or required to be sent pursuant to this Lease shall be sent by to the respective parties as follows:

If to County: Airport Manager
Gunnison Crested Butte Regional Airport
519 W. Rio Grande
Gunnison, CO 81230

If to the Operator: San Miguel Mountain Ventures, LLC.
dba: Telluride Express
2940 North Townsend Avenue
Montrose, CO 81401

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

*[SIGNATURE PAGE TO GROUND TRANSPORTATION AGREEMENT]*

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

BY_____
Jonathan Houck, Chairperson

_____
Roland Mason, Commissioner

_____
Elizabeth Smith, Commissioner

Attest:

_____

OPERATOR
San Miguel Mountain Ventures, LLC

By _____
Owner

Attest:

_____

EXHIBIT 1

Pursuant to paragraph 3.8 of this agreement the following vehicle(s) will be utilized for pick up services:

| Year | Make | Model | VIN # | License Plate | |
|---|---|---|---|---|---|
| 2020 | Freightliner | E G4O | 1FVACXFC2LHKT8996 | CID262 | #410 |
| 2019 | Ford | F550 | 1FDAF5GT1KEE44439 | CID266 | #313 |
| 2020 | Ford | Transit | 1FBVU5XGLKB37498 | 2732193 | #207 |
| | | | | | |
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## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Crested Butte Center for the Arts Event Usage Agre

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Center for the Arts Crested Butte

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

**Summary:**

Building use agreement for the Center for the Arts CB to host a suicide prevention training. This includes the updated language suggested by the county attorney.

**Fiscal Impact:**

**Submitted by:** Emily Mirza **Submitter's Email Address:** emirza@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:
Building use is free to the County, paid by a private donor.

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 4/1/2021

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

Comments:

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 4/1/2021 Certificate of Insurance Required

Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

# Crested Butte Center for the Arts

Event Usage Agreement

## INTRODUCTION AND KEY TERMS

This Event Venue Rental Agreement ("Agreement") is made and entered into as of ___**February 23, 2021**_____, by and between Center for the Arts, 606 6th Street, P. O. Box 1819, Crested Butte, CO 81224 (the "Center"), and the Client, as defined below, with either separately referred to as, the "Party," and collectively as, the "Parties").

**Client Information**

Client Name: **Gunnison County**

Primary Contact: **Jonathan Houck**

Phone: **970-275-9625** Email: **jhouck@gunnisoncounty.org** Position: **Gunnison County Commissioner**

Secondary Contact:

Phone: Email: Position:

Billing Address: 200 E. Virginia Ave, Gunnison Co 81230

**At this time the Client is making a:**
X☐ Hard Reservation (requires a signed agreement and payment of the Initial Deposit).

☐ Soft Reservation (requires a signed agreement).

**The reservation is for the following dates and times:**

**Friday, April 9, 8:00 a.m. – 1:00 p.m.**

**Client's event will be:**
☐ Private (i.e. a wedding);
☐ Open to the public free of charge;
☐ For profit;
X☐ Non-profit.

**Describe event:**

**Suicide Prevention Training, hosted by Gunnison County**

**The Center is providing:**
☐ Its entire property (the "Property").
X☐ A portion of its property, (the "Facility"), more specifically described as:

**King Community Room**

**Payment:**
Client agrees to pay the Center the Initial Deposit, Security Deposit, Rental Fee, and Additional Fees in accordance with the terms listed in the **Fee Schedule and Timetable** in Section 1. Client shall make all payments in the form of a check payable to the "Center for the Arts," unless the Center requires payments to be made by other means, in which case Client shall make payment as required by the Center. The Center may, in its sole subjective discretion, require payments to be made in the form of a certified check, money order, or other means.

The Client agrees to be bound by the following Exhibits, which are each part of this Agreement:

Section 1 (Fee Schedule and Timetable)
Section 2 (Additional fees)
Section 3 (Alcohol Policy)
Section 4 (Release and Indemnity Agreement)
Section 5 (Additional Insurance)
Section 6 (COVID-19)
Section 7 (Refunds, Cancelations, Reservation Policy and Other Relevant Policies)

This Agreement constitutes the entire agreement between the Parties, and no oral statements or prior writing shall have any force or effect. All amendments must be in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized agents as of the day and date first above written:

| Client | Crested Butte Center for the Arts |
|---|---|
| _____ | _____ |
| By: Jonathan Houck | By: Melissa Mason |
| Position: Gunnison County Commissioner | Position: Associate Director |
| | Phone: 970.349.7487 |
| Date: | Email: melissa@crestedbuttearts.org |
| | Date: |

## DEFINITIONS

### DEFINITIONS AND DEFINED TERMS.

Each term defined in the Introduction of this Agreement has its assigned meaning, and each of the following terms has the meaning assigned to it:

- "**ADA**" means the Americans with Disabilities Act, 42 U.S.C. § 12101, as amended from time to time; and all associated regulations and guidance, generally found at 28 CFR parts 35 and 36, as amended from time to time.
- "**Additional Fees**" means those fees listed in Section 2.
- "**Alcohol Claims**" means any causes of action, claims, debts, demands, liabilities and losses arising out of or relating to the consumption or sale of Alcoholic Beverages at the Property as a result of the actions, inactions, or negligent conduct of Client.
- "**Alcoholic Beverage**" has the meaning given in C.R.S. 12-47-103, as amended from time to time.
- "**Cancellation Fee**" means the amount designated in Section 1.
- "**Client**" means that person or entity listed on the usage agreement, its agents, employees, volunteers, contractors, successors, and assigns.
- "**Event Start Time**" means the performance time printed on tickets distributed by the Client or the Center for the Event.
- "**Event**" means the performance, class, party, or other event described in the usage agreement.
- "**Facility**" means that portion of the Property rented by Client for the Event.
- "**Hard Date**" means the day 120 days before the first day of the Reserved Time.
- "**Hard Reservation**" means a reservation for which Client has paid the Initial Deposit and Client and the Center have executed an agreement.
- "**Initial Deposit**" means the amount designated in Section 1.
- "**Open Rehearsal**" means any rehearsal at which anyone not directly related to the staging and presentation of the Event is in attendance.
- "**Property**" means the Center's entire premises, including the building and grounds located at 606 6th St, Crested Butte, CO 81230, and any other real property or building under the control of the Center.
- "**Rental Fee**" means the amount designated in Section 1.
- "**Rental Manager**" means the Center's employee or volunteer responsible for managing the rental of the Property and the hosting of various performances and events on the same. The name of the current Rental Manager is listed in the usage agreement.
- "**Reserved Time**" means the entire time designated in Section 1 for the use of the Facility or Property by Client.
- "**Security Deposit**" means the amount designated in Section 1.
- "**Soft Reservation**" means a reservation for which the Client and the Center have executed an agreement, but for which the Client has not paid the Initial Deposit.
- "**Talent**" means any artist, performer, or speaker engaged by Client for the Event.
- "**Term**" means the time from the execution of this Agreement by the Client until the payment or settlement of all sums due under this Agreement by the Client.

### INTERPRETIVE PROVISIONS.

- The words "including," "includes," and "include" are deemed to be followed the words "without limitation."
- References to any person or entity include that person or entity's permitted successors and assigns and, in the case of any governmental entity, the entity succeeding to the relevant functions of that governmental entity.
- Each term defined in this Agreement has its defined meaning when used in any other document pertaining to the Event subject to this Agreement, unless it is otherwise defined in that document.
- References to "Sections," "Exhibits," and "Schedules" are to Sections of, and Exhibits and Schedules to, this Agreement, unless otherwise specifically stated.

## SECTION 1: FEE SCHEDULE AND TIMETABLE

### RENTAL DATE(S), START TIME, END TIME, RESERVATION TYPE, FEE:

### BASE FEES AND TIMETABLE FOR PAYMENT

The due dates of all fees are governed by the provisions of the Reservation Policy. The dates provided in the table below are for convenience only, and in the event of a conflict between the dates listed below and the due dates provided by the Reservation Policy, the Reservation Policy will control. Client is encouraged to check the dates listed below with the timelines for payment listed in the Reservation Policy and bring any discrepancies to the attention of the Rental Manager. The Rental Manager may alter the due dates for payment of any fee listed in the table below. Such alteration must be evidenced by the signature of the Rental Manager and the Client to be operative.

| Fee | Due Date | Amount |
|---|---|---|
| Usage Fees | | $25/hour x 5 hours = $125 – PAID (by a Center donor) |
| Tech Fees | | **N/A** |
| Equipment Fees (microphones, lighting equipment, computers, projectors, etc.) | | **N/A** |
| | | |
| **TOTAL FEES DUE** | | **$0** |
| Deposit | | **$0** |
| | | |

**Initial Deposit: ___$0_____ Due:___N/A_____**
**Balance Remaining: __$0_____**

Client

_____
By: Jonathan Houck

Date:

Center for the Arts

_____
By: Melissa Mason

Date:

## SECTION 2: ADDITIONAL FEES

The following fees may be incurred by Client during the Term of this Agreement, but are not due until seven days after the Center invoices Client for the same.

| | |
|---|---|
| ☐ SALES BY CLIENT: | % of gross sales. |
| ☐ OVERTIME FEES: | $Hourly rate x 2/ per hour over end time |
| ☐ STORAGE FEES: | $350.00/day |
| ☐ EXCESSIVE CLEANING CHARGE: | $70.00/hour |
| ☐ LOST KEY CHARGE: | $50.00 |
| ☐ LIGHTS LEFT ON CHARGE: | $100.00 |
| ☐ DOOR OPEN/UNLOCKED CHARGE: | $75.00 |
| ☐ OVER CAPACITY CHARGE: | $800.00 |
| ☐ Other: | |

Client shall pay the Center Additional Fees and any other monies owed under this Agreement within seven days of the Center sending an invoice for the same. Any balance not paid within seven days of the Center sending Client an invoice will be charged a $50 collection fee plus interest at the rate of 1.5% per month on the amount owed until paid.

| | |
|---|---|
| Client | Center for the Arts |
| _____ | _____ |
| By: Jonathan Houck | By: Melissa Mason |
| Date: | Date: |

## SECTION 3: ALCOHOL POLICY

Per the rules and regulations governing The Center's liquor license:

- The Center shall sell alcoholic beverages at the Event and will be the sole provider of alcoholic beverages at the Event.
- If at any time it comes to the Center's attention that Client is not in compliance with this Alcohol Policy, the Center may immediately terminate the Event.
- Client shall comply with all applicable state law regarding alcoholic beverages at all times.
- Client may not serve any alcoholic beverage at the Event or in the Facility.
- Client shall not permit any guest or other individual to bring any alcoholic beverages onto the Property or Facility.
- Client shall confiscate and pour out any alcoholic beverage found on the Property that was not sold by the Center. Client shall immediately bring to the Center's attention any discovery of such outside beverage.
- Client shall bring to the attention of the Center any person that is visibly intoxicated, or that Client knows or suspects is intoxicated, or is known by Client, including its employees, to be a habitual drunkard.
- Client shall not allow any person to become intoxicated at the Property.
- Client's violation of any provision of this Alcohol Policy shall constitute a breach of this Agreement, in which case Client will forfeit all advance payments and deposits made to the Center, and Client may be liable for other expenses incurred, whether or not the Event actually occurs.

| | |
|---|---|
| Client | Center for the Arts |
| _____ | _____ |
| By: Jonathan Houck | By: Melissa Mason |
| Date: | Date: |

## SECTION 4: RELEASE AND INDEMNITY AGREEMENT

**Please read carefully.** This Release and Indemnity Agreement contains a surrender of certain legal rights. Client agrees:

**(1) to release and not to sue the Center**, with respect to any and all claims, liabilities, suits or expenses, including attorneys' fees and costs, (collectively "Claims") for any injury, damage, death or other loss in any way connected with this Agreement, the Event, or Client's use of the Property or the Center's equipment, including:

1. Claims for damages to Client's property left at the Property after the Reserved Time;
2. Claims for damages resulting from the Rental Manager's interruption or termination of the Event.
3. Claims arising out of the sale or consumption of alcoholic beverages at the Facility.

**(2) to defend and indemnify the Center** ('indemnify' meaning protect by reimbursement or payment) with respect to any and all Claims:

(a) brought by Client's employees, contractors, or agents for any injury, damage, death, or other loss in any way connected with this Agreement, the Event, or Client's use of the Property or the Center's equipment, including:

1. Claims related to workers' compensation benefits, wage disputes, and all other employment matters
2. Claims arising from Clients non-compliance with state or federal non-discriminatory policies and statutes, including the ADA.

(b) brought by any participant in the Event or any other person for any injury, damage, death, or other loss in any way connected with this Agreement, the Event, or Client's use of the Property or the Center's equipment.

(c) brought by any person or entity for Claims arising from:

1) the unauthorized or unlicensed use of artistic material or intellectual property,
2) any act done or words spoken by Company, its Talent, agents, employees or assigns at any time during the Term of this Agreement,
3) any damage done to the Center or the Property caused by an act or omission either of the Client or its Talent, agents, employees or assigns,
4) Client's breach of any terms this Agreement, or
5) the sale or consumption of alcoholic beverages at the Facility, including Claims for any injury, damage, death or other loss occurring outside of the Facility.

**(3) Should events beyond the reasonable control of the Center,** including but not limited to acts of God, war, including armed conflict, strikes or labor disputes in Colorado, disease (examples of disease: SARS, Legionnaires, COVID-19), government regulation or advisory (including travel advisory warnings), civil disturbance, terrorism or threats of terrorism in the United States as substantiated by governmental warnings or advisory notices, curtailment of transportation services or facilities which would materially affect travel, disaster, fire, earthquakes, or hurricanes, unseasonable extreme inclement weather, shortages or disruption of the electrical power supply causing blackouts or rolling blackouts or other essential utilities, or any other cause reasonably beyond the parties' control (collectively referred to as "occurrences"), making the event commercially impracticable, impracticable to perform, illegal, or impossible to fully perform under this Agreement as the Parties originally contracted. In such case the affected Party may terminate this Agreement, without liability, upon written notification. Notice under this provision may be given at any time in advance of the event provided that the notifying party has met the requirements of this provision.

The Center shall promptly notify Client of any Claim asserted against the Center on account of such injury, damage, death or other loss and shall promptly deliver to Client a true copy of any summons or other process, pleading, or notice served on the Center in any suit or proceeding to assert any such Claim. Client may defend any suit with an attorney of its, or its insurance carrier's, selection. The Center or its insurance carrier may participate in such defense at their own expense without limiting the Center's rights to be held harmless and indemnified by Client.

| Client | Crested Butte Center for the Arts |
|---|---|
| _____ | _____ |
| By: Jonathan Houck | By: Melissa Mason |
| Date: | Date: |

**SECTION 5: ADDITIONAL INSURANCE**

**Check One:**

☐ Special Event Liability insurance is required for this event and is due no later than 10 days prior to your event. The insurance must, at Client's sole expense, provide and maintain general liability insurance, including but not limited to bodily injury and property damage liability, insuring the Center and Center employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of Client's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks.

The insurance required hereunder must have a single limit liability of not less than $1 million, and general aggregate liability of not less than $2 million. The insurance must name the Center for the Arts as an additional insured of said policy.

If alcohol is served at the event your policy must include Liquor Liability coverage. This coverage should protect you and the Center against alcohol-related accidents, as you are ultimately liable for the safety of your guests.

Any caterers and/or outside vendors, companies, and/or institutions must provide certificate of insurance, evidencing General Liability and Liquor Liability coverage, as well as a copy of their catering license to the Center, naming the Center as stated, at least seven days prior to the event.

*OR*

☐ The Center must be listed on the Client's Liability Insurance as an "additional insured" and a copy of that policy must be provided to the Center no later than ten (10) days prior to the Client's event.

*OR*

X☐ Additional insurance is not required for this event.

| Client | Crested Butte Center for the Arts |
|---|---|
| _____ | _____ |
| By: Jonathan Houck | By: Melissa Mason |
| Date: | Date: |

**SECTION 6: COVID-19**

1) All Clients of The Center facilities agree that their employees, invitees, guests, and agents will follow all CDC, State of Colorado, Gunnison County Health Authority, and Town of Crested Butte guidance concerning COVID-19, including appropriate social distancing and the use of Personal Protective Equipment ("PPE") such as face covers, gloves, and other equipment if necessary or recommended.

2) Users are responsible for acquiring the necessary PPE before the event and providing your employees, invitees, guests, and agents with the PPE at the entrance of the Facility if they do not have it already. If the Center determines your employees, invitees, guests, and agents are not abiding by relevant COVID-19 guidelines or are not using appropriate PPE while at the Facility, the Center may evict you from its premises immediately and all payments or deposits will be retained by the Center.

3) Should Users fail to follow relevant COVID-19 guidelines, any costs associated with cleaning the facility (including the hiring of outside cleaners, costs of materials, and the loss of income due to the cancelation of other events while the facility is being cleaned) will be paid by the User.

4) The rental rate detailed in this agreement is reflective of current COVID-19 gathering restrictions as of the date of the signing of this agreement. In the event that local health authorities alter the restrictions on gatherings, this rental rate detailed in this agreement will be null and void and a new agreement, reflecting the financial implications of a change in audience numbers, will be negotiated between the parties.

5) Technical staffing costs and equipment rental costs will remain as detailed in this agreement should gathering restrictions change; the only fees and costs that are impacted by a change in gathering restrictions are the facility rental fees.

*6)* X☐ COVID Cleaning: If this box is CHECKED, User agrees to COVID clean the spaces used during this event.
**Note, during COVID, we are only able to keep our rental rates low with building Users helping with this effort. Otherwise, cleaning costs would make your usage rate unaffordable.*
***Also note that in general we require Users to COVID clean for any event where we are not collecting a cleaning fee (classes, meetings, small events, partner events, etc.). COVID cleaning is already covered by the cleaning fees associated with larger events.*
*<u>COVID cleaning includes (cleaning supplies are provided by the Center)</u>:*

- Wiping down high touch surfaces with COVID approved disinfectant (door handles, chairs, tables, etc.).
- Wiping down bathrooms high touch surfaces with COVID approved disinfectant (doors, sinks, stall handles, toilet handles - a once over. <u>Full bathroom cleaning (toilets, floors, etc.) is done by our staff</u>).
- Sweep floors
- Mop floors, if predetermined with our staff that this will be needed for your event
- Note: Before your event, you will have a walkthrough with a Center staff member to go over COVID cleaning.
- Also Note: COVID cleaning takes about 15 minutes in our smaller spaces and up to 45 minutes to an hour in our theater.

| Client | Crested Butte Center for the Arts |
|---|---|
| _____ | _____ |
| By: Jonathan Houck | By: Melissa Mason |
| Date: | Date: |

## SECTION 7: REFUNDS, CANCELATIONS, RESERVATION POLICY AND OTHER RELEVANT POLICIES

### SECURITY DEPOSIT

The Center may use the Security Deposit for the following expenses:

- To repair or replace any part of the Property or the Center's equipment damaged by Client, its agents or guests.
- To pay the Center's cleaning staff in accordance with the fees listed below if the Client fails to leave the Facility or Property in the same condition as the Center provided it.
- To pay the Center for any other Additional Fees not paid by Client in a timely manner.

Client shall be liable for any of the above expenses exceeding the Security Deposit. If any portion of the Security Deposit remains after paying the above expenses, the Center shall return it to the Client within 60 days of receiving payment for the Center's final invoice.

### RESERVATION POLICY

- The Center shall not make the Facility available to any other individual or organization during the Reserved Time.
- If the Client holds a Soft Reservation, the Center may request the Client to release or all or part of their Reserved Time, or convert the same into a Hard Reservation.
- Upon the Center's written request to a Client to release or convert their Reserved Time pursuant to the foregoing paragraph, the Client shall respond within 48 hours.
- If the Client fails to respond to the Center's written request within 48 hours, the Center may cancel all or part of the Client's Soft Reservation without further notice.
- To convert a Soft Reservation into a Hard Reservation under this provision, the Client must (1) respond to the Center's written request within 48 hours indicating they will convert the Soft Reservation to the Hard Reservation, and (2) pay the Initial Deposit to the Center within 10 days of responding to the Center's written request.
- If the Client fails to pay the Initial Deposit within 10 days, the Center may cancel all or part of the Client's Soft Reservation without further notice or charge the Client a late fee of $50.
- Prior to the Hard Date, the Client must either (1) convert their Soft Reservation into a Hard Reservation or (2) cancel their Soft Reservation in writing.
- The Client may convert a Soft Reservation into a Hard Reservation at any time prior to the Hard Date by paying the Initial Deposit.
- If the Client does not pay the Initial Deposit or cancel their Soft Reservation prior to the Hard Date, the Center may cancel the Soft Reservation without notice to the Client and charge the Client a Cancellation Fee of $250.
- If the Client makes a Hard Reservation, it shall pay the Rental Fee and Security Deposit no later than 30 days prior to the first date of the Reserved Time, regardless of whether the Client actually holds its Event or uses the Reserved Time in any manner.
- If the Client fails to pay the Rental Fee and Security Deposit in accordance with the preceding paragraph, the Center may cancel the Hard Reservation without notice to the Client and seek damages pursuant to the Default Provisions of this Agreement.
- The Client may transfer a Hard Reservation to another individual or organization provided that: (1) the Center consents in advance to such transfer in writing, which consent may be withheld in the sole subjective discretion of the Center, and (2) the transferee executes an agreement acceptable to the Center for the use of the Facility or Property and pays the Center all sums due under that agreement at the time of execution.
- In the event of a transfer, the Center shall refund to the Client all sums paid by the Client under this Agreement within 14 days of the transferee's execution of a new agreement and payment of funds due.

### CANCELLATION AND DEFAULT

- The Initial Deposit is nonrefundable.
- If a ticketed or free to the public Event is cancelled, the Client agrees that it shall arrange and pay for public announcements concerning the cancellation. Such announcements shall be of a character (e.g., newspaper advertisements, electronic media notices, and direct mailings) capable of informing all interested persons of the cancellation in a timely manner.
- If the Event is cancelled, Client shall promptly remove, at Client's sole expense, all of its property from the Property within 24 hours of the cancellation, or as quickly as weather conditions allow.
- Should the Client fail to remove its property, Center may store the Client's property, and the Client shall pay Center a storage fee.

- Client's violation of any provision of this Agreement shall constitute a breach of the Usage Agreement, in which case Client will forfeit all advance payments and deposits made to the Center, and Client may be liable for other expenses incurred, whether or not the Event actually occurs.
- Client's violation of any provision of this Alcohol Policy shall constitute a breach of this Agreement, in which case Client will forfeit all advance payments and deposits made to the Center, and Client may be liable for other expenses incurred, whether or not the Event actually occurs.
- If at any time it comes to the Center's attention that Client is not in compliance with the Alcohol Policy, the Center may immediately terminate the Event.

**GENERAL USE OF THE PROPERTY AND FACILITY**

- **Condition.** Client accepts the Facility and Property as is and agrees that neither the Center nor its agents have made any representations or warranties with respect to the Facility or Property, except as expressly stated in this Agreement. Use of the Facility or Property pursuant to this Agreement will be conclusive evidence that Client accepts the same "as is" and that the Facility and Property were in good and satisfactory condition at the time use of Client's use.
- **Equipment proved by the Center.** The Center will provide heat, exhaust fans, and audience lighting (house lights). Any other equipment included in the Rental Fee is listed in the Schedule of Technical Equipment attached to this Agreement as **Exhibit X**. All sound, lighting, and other technical equipment owned by the Center must be operated by trained and certified technical personnel provided or approved by the Center.
- **The Center's Right of Approval.** The Center reserves the right to approve all specifications in the planning of the Event and make final decisions regarding the physical protection of the Facility, the welfare and security of those in attendance, as well as all matters regarding treatment of the Center and Client's patrons throughout the Event, and ultimately all matters regarding the reputation and integrity of the Center.
- **Time Of Event.** Client shall have the right to use the Facility on the days and at the times indicated in this Agreement for setup, rehearsal, the Event, and take down.
- **Concurrent Use/Same-Day Use.** The Center may rent other portions of the Property to other licensees during the Reserved Time, provided that the concurrent use of such other portions of the Property by such other licensees will not unreasonably interfere with Client's use of the Facility or Property.
- **Off-Limits Areas.** The Center may designate certain areas of the Property as off-limits by locking or signing such areas. Client shall not enter such off-limit areas.
- **Number of Guests.** Client shall ensure that the number of guests does not exceed the capacity of the Facility as determined by the Crested Butte Fire Protection District.
- **Right of Entry.** The Center's staff shall have the right to enter any part of the Facility or Property at any time.

**Interruption/Termination/Evacuation**

- The Rental Manager may interrupt the Event to protect property or the safety of the Client's guests or the public, and may terminate the Event when in the best judgment of the Rental Manager such action is necessary to protect property or the safety of the Client's guests or the public.
- Should it become necessary to evacuate the Center to protect property or the safety of the Client's guests or the publicfor any reason, Client may extend its rental time at the Center for such time as necessary to complete the Event without any additional rental charge, provided such time does not interfere with use of the Facility or Property by another user.
- In the event that the Rental Manager determines that it is not possible to complete the Event, the Rental Fee may be retained in full, prorated or adjusted, based upon the circumstances surrounding the interruption or termination, and Client hereby waives any claim or demand arising out of or by reason of the determination made by the Rental Manager.

**Tax Exempt Organizations**

- Tax exempt organizations shall submit evidence of tax exemption to the Rental Manager 30 days prior to the first date of the Event. Such evidence shall be kept on file by the Center, although updated evidence may be required upon reasonable request from the Center.

**Tobacco/Controlled Substances**

- Tobacco use is only allowed outdoors in designated areas at the Property.

- Client shall not permit any activity, or possession of any substance prohibited by Federal, state, or municipal laws, ordinances, codes, orders, or requirements, including the use or possession of cannabis products, in or about the Facility or Property.

**Outdoor Stage**

- Events requiring the use of the outdoor stage must be approved by the Town of Crested Butte Director of Parks and Recreation and Crested Butte Town Council.
- Client must apply for and obtain a special event permit through the Town of Crested Butte to use the outdoor stage for the Event. Further information about special event permits can be obtained by contacting the Town of Crested Butte.

**Damage and Clean-Up**

- Client shall be responsible for any damages to the Facility or Property or the Center's equipment caused by its agents, employees, Talent, contractors, or guests, whether accidental or otherwise, and agrees to leave the Facility and the Center's equipment in the same condition as when received, ordinary wear and tear excepted.
- The Center may bill the Client for the cost of any cleaning caused by Client's failure to clean the Facility or Property.

**Load In And Load Out**

- Client shall arrange in advance with the Center the dates and times for the moving in of its equipment, scenery, property, stock, and other materials. Prior to the conclusion of its Reserved Time, Client shall remove all of its equipment, scenery, property, stock and other materials from the Facility.
- When deemed necessary by the Rental Manager, the Center may check out keys to one or more of Client's representatives. It is Client's responsibility to pick up any keys during the Center's normal business hours and return borrowed keys within one business day of the end of the Reserved Time. The Center may bill the Client the Lost Key Charge listed in the Additional Fees section for any lost keys.
- If Client fails to remove its belongings from the Property before the conclusion of its Reserved Time, the Center may remove or store such belongings. If Center stores any of Client's belongings, whether on the Property or elsewhere, the Center may bill the Client the Storage Fee listed in the Additional Fees section of this Agreement, or the actual cost of storage, whichever is more.
- The Client hereby releases the Center from any and all claims for damages to the Client's belongings left on the Property after the Reserved Time to the fullest extent allowed by law.

**Public And Fire Safety Codes**

- Client shall not permit the encumbrance or obstruction of any traffic access areas, fire lanes, the sidewalks adjacent to the Property, stairs, lobbies, or audience chambers.
- Client shall not bring onto the premises anything that is likely to endanger the life of, or cause bodily injury to, any person on the Property, or that is likely to constitute a hazard to property (whether by fire or otherwise), without the prior written approval of the Rental Manager.
- The Center may refuse to allow any such dangerous or hazardous materials or items to be brought onto the Property and may require the removal of the same from the Property.
- All sets, costumes, props, pyrotechnic equipment, laser lighting equipment and any other materials used by Client must conform to all applicable fire and safety codes, an must not potentially or actually cause an increase in property insurance premiums paid by the Center.
- All provisions of the fire prevention code must be observed.
- Pyrotechnic and laser operators must be certified and hold a valid in-force license and certification in the State of Colorado. Packing materials may not be stored in the rented rooms, and the Center may insist on any fire prevention measures it deems necessary, including a limit to on-hand supplies and the presence of fire extinguishers.
- Client must obtain permits for the use of pyrotechnics from the Crested Butte Fire Department. Client shall provide the Rental Manager with copies of these permits no later than 30 days prior to the Event.

**Animals**

- The Client shall not permit live animals, except for service animals, to be brought onto the Property.

**Lodging, Cooking, And Overnight Parking Forbidden:**

- Neither the Client, nor any other person or persons claiming to be acting for or associated with the Client shall use Center facilities as sleeping or lodging accommodation; nor may the Client or anyone associated with it cook or prepare food within Center facilities; nor may the Client or anyone associated with it use Center's parking areas for overnight parking or lodging, unless expressly agreed to in the Usage Agreement.

**General Provisions**

- Neither this Agreement nor any right or interest therein may be assigned, transferred or otherwise disposed of without the prior written consent of the Center.
- Time shall be of the essence in this Agreement and the prearranged timeframes stated in this Agreement will not be extended for the occupancy or use of the Facility or Property for the installation or removal of equipment without the written permission of the Center. All such additional time may be subject to additional rental fees, as determined by the schedule of fees fixed by the Center.
- If any portion of this Agreement is deemed unlawful or unenforceable, it shall not affect the enforceability of the remaining provisions, and those remaining provisions shall continue in full force and effect.
- Colorado law shall govern the interpretation and enforcement of this Agreement, and the Parties agree that the state courts located in Gunnison, Colorado shall have exclusive jurisdiction over, and shall be the exclusive venue for, any action arising out of, or related to, this Agreement.
- In the event of litigation arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney fees and costs incurred in the action.

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.

**Complete Agreement; Modification; And Waiver**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, representations, warranties, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties. No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

| | |
|---|---|
| Client | Crested Butte Center for the Arts |
| _____ | _____ |
| By: Jonathan Houck | By: Melissa Mason |
| Date: | Date: |

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Grant Application; Colorado Department of Transpor

**Action Requested:** Motion

**Parties to the Agreement:**

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

**Summary:**

grant application - electronic submission due on the 5th of April

**Fiscal Impact:**

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

**Finance Review:** (●) Required ( ) Not Required

Comments:

There is an updated budget as a handout that will be given to everyone, the upload was missing the last rows in the budget document

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 3/30/2021

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

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/26/2021 Certificate of Insurance Required

Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

This budget worksheet has formulas and is locked. Your Narrative will be sent on a separate word document. You will need to enter hours and rates for personnel services of hourly staff, For Salaried staff enter the salary, fringe costs and number of months working on the grant .
You will enter Over time hours as hours with a straight time rate, the worksheet will do the time and 1/2 calculation.
For operating expense you will enter the description, the cost per month, week, etc and then enter the number of weeks, months, the expense will be charged to the grant. You can always enter 1 in the unit if you have just a flat amount you need to budget. for example Video design $5,000 with a 1 as unit . Mileage (which is operating expense), will calculate based on number of miles, along with number of months you anticipate mileage, times the hard coded rate.
Contractor/Subcontractor MUST be entered based on -number of hours times the rate. OT if applicable Capital Equipment (equipment greater than $5,000) would be a flat amount times 1 in most cases but minimal CE is purchased
Indirect will be calculated based on the total allowable expenses times your approved indirect rate percentage. There are examples next to each cost category. CONTACT YOUR PM or Benita Miller 303-757-9360 if you have questions.

## BUDGET INSTRUCTIONS

**PERSONAL SERVICES:** In your narrative Explain how the salary and fringe benefit and overtime rates for each position were determined.***NOTE:*** **Contract employees or independent contractors should be shown under Contractual Services, not Personal Services. Enter hourly paid employees in the hourly/overtime section. The percentage in column I is used to determine CDOT percentage ...See MATCH instructions IF you have MATCH otherwise leave the 100% shown in column I**

**OPERATING EXPENSES:** Explain how the costs were determined and justify the need for the various line items. Items with a unit cost less than $5,000 are considered operating expenses and should be listed in this category. Items costing $5,000 or more should be listed under Capital Equipment (see below).

## MATCH INSTRUCTIONS

If Match is a part of your budget there are two(2) methods to enter the match amount 1: you can enter the amount of the total cost that will be CDOT in column E and then manually enter the match amount or use a formula to subtract from Column D
OR
2: you can use the percentage amount for CDOT in column I and the formula will calculate the Match amount. Match is not a protected field so you can do either option DELETE THE EXAMPLES BEFORE YOU BEGIN

## General Instructions

All dollars will be whole numbers
the percentage on the right will calculate match for all areas.
Formula cells are locked
The budget narrative will be separate document created in word
If you have questions or problems, please contact Benita Miller 303-757-9360

## SEE EXAMPLE TAB

Grant Adm is $5,000 per month with fringe of 12% and will work 12 months on the grant all cost is CDOT. You will enter $5,000 under salary, then $600 under fringe next enter 12 for months to grant the worksheet wil calculate your annual cost. Leave the 100% in column I so total costs stays in CDOT IF there is an agency match you can lower the 100% to the portion the agency will bring.

This section is setup to allow planning for annual costs, monthly costs, or one-time costs. In all cases the number of months is required. In some cases that number may be "1"

OperatinG EXPENSES: It is recommended that you get approval for any purchase that is entered in the budget under supplies or equipment. Normal operating expenses are expected but new computers, new printers, new video equipment, new projectors, new tents, signs, and so on need to be approved PRIOR to puchase. If you include them in the application budget and they are clearly identified in the narrative CDOT's acceptance of that submitted budget is considered pre-approval and you would not need to ask a second time.

You have the option to insert rows if you need to add more expense areas. Be sure to do that in the middle of the section so the total will include your added rows

**CONTRACTUAL SERVICES:** Explain why proposed consultant services cannot or should not be provided by project staff. Explain how the hourly rate was determined. For each consulting organization, indicate the number of people to be assigned to the project, number of hours per person per day to be spent on the project, and a breakdown of the contract price by major cost item. Professional services should be procured competitively.

Remember all contractos must be budgeted and billed at an hourly rate. Just like Personnel. Monitoring forms will be required You can enter sub contractors as either monthly or weekly hours.

**TRAVEL:** Explain the relationship of each cost item to the project, (e.g., if in-state training or conference travel expenses are requested, explain the topic of the conference and its relationship to the project). **Do not** include out-of-state travel costs – these costs must be requested and approved through a separate process that will be detailed if funds are awarded. Mileage should be listed as an Operating Expense.

Travel, is overnight stay NOT mileage only. The Summit should be included on every budget Plan for all expenses and if it is determined that CDOT will cover rooms/meals, etc. we will ask that you modify the budget amount

**CAPITAL EQUIPMENT:** Equipment is defined as an item that has a unit cost of **$5,000** or more and a useful life of on year or more. Explain why the proposed equipment is essential to conducting the project and is not currently available for use within your agency or organization. If the proposed equipment is to be shared with entities outside this project, the cost should be prorated based upon the percentage of use of the equipment by this project. All equipment must be purchased through competitive bid or established purchasing procedures.

**MATCH:** Match must equal 25% of the total project cost. Match can be reflected in a lump sum in one line item, or across multiple items or budget categories. The contributions can be in-kind services or direct cash support. Other sources of federal revenue may not be used as an agency match for highway safety projects. Match is required for the application but may or may not be included as part of the purchase order or contract.

**NARRATIVE:** Narrative should be completed on a separate Word document and should be as thorough as possible in identifying of what the planned budget items consist, why the are necessary and reasonable for the program, and be sure to detail equipment (regardless of cost) and other non-standard costs because when your budget is approved by CDOT those items are considered pre-approved

# DETAILED BUDGET

| Task Number | | Program Name | | Agency Name | | | This Area will be completed by Program Manager (PM) |
|---|---|---|---|---|---|---|---|

**Personal Services Salaried Person**

| Name of Position | Monthly Full-time Salary | Monthly Part-Time Salary | Total Monthly cost | # of Months to this project | Total | CDOT Share $ | Local Match $ | % to Grant | |
|---|---|---|---|---|---|---|---|---|---|
| Job Title | $5,000 | | $5,000 | 12 | $60,000 | $60,000 | $0 | 100% | Salary full year |
| | | | | | $0 | $0 | $0 | 100% | |
| Job Title | | $5,000 | $5,000 | 6 | $30,000 | $15,000 | $15,000 | 50% | salary PT Emp. 1/2 yr and 1/2 of the time is grant |
| | | | | | $0 | $0 | $0 | 100% | |
| Total | | | | | $90,000 | $75,000 | $15,000 | | |

**Hourly Employee and/ or Overtime**

| Name of Position | Straignt time Rate | Straight time hours | Over time hours | # months | Total | CDOT Share $ | Local Match $ | | |
|---|---|---|---|---|---|---|---|---|---|
| Hourly Employee and/ or Overtime | $35.00 | 160 | 5 | 12 | $70,350 | $35,175 | $35,175 | 50% | Hourly person who works 1/2 time on the grant and has minimal OT each month |
| | | | | | $0 | $0 | $0 | 100% | |
| Hourly Employee Straight time | $35.00 | 160 | | 12 | $67,200 | $67,200 | $0 | 100% | |
| Hourly Employee Over time | $35.00 | | 5 | 3 | $788 | $788 | $0 | 100% | hourly employee who works 100% on the grant and has OT at HS challenge |
| | | | | | $0 | $0 | $0 | 100% | if the OT would not be every month then enter them on separate lines. |
| Total | | | | | $0 | $0 | $0 | 100% | |
| **Total Personal Services** | | | | | $90,000 | $75,000 | $15,000 | | |

**Fringe Benefit Cost**

| Fringe Benefits | Fringe % | Total Payroll Monthly Payroll | Total MonthlyFringe cost | # months this program | Total | CDOT Share $ | Local Match $ | | |
|---|---|---|---|---|---|---|---|---|---|
| **Fringe as a Percentage** | **0.12** | **$5,600.00** | **$672.00** | **12** | **$8,064.00** | **$4,032.00** | **$4,032.00** | 50% | Fringe cost as a % of payroll enter percentage, the monthly payroll and number of months partial cost match |
| Fringe as a Flat amount | | **$3,500.00** | **$350.00** | **12** | **$4,200.00** | **$4,200.00** | **$0.00** | 100% | Flat amount enter the monthly amount and number of months only |
| **Total Fringe Benefit** | | | | | **$12,264.00** | **$8,232.00** | **$4,032.00** | | |

**Operating Expense & Incentives & Mileage**

| Description | Monthly Cost | # MONTHS | Number of units | Cost Per Unit | Total | CDOT Share $ | Local Match $ | % To Grant | |
|---|---|---|---|---|---|---|---|---|---|
| Rent | $250.00 | 12 | | | $3,000 | $2,250 | $750 | 75% | monthly rental billed at 75% grant if totally Grant do not change the 100% |
| Utilities | $200.00 | 12 | | | $2,400 | $2,400 | $0 | 100% | |
| Brochures | | | 3000 | $0.03 | $90 | $90 | $0 | 100% | cost of printing of brochures at a per unit cost |
| Create Video | $5,000.00 | 1 | | | $5,000 | $5,000 | $0 | 100% | This could be entered in either section per unit or a 1 time cost |
| Payroll system software | | | 1 | $700.00 | $700 | $700 | $0 | 100% | purchase of a per unit cost similar to video will display the same |
| Web Site Maintenance | | 12 | 100 | $150.00 | $15,000 | $15,000 | $0 | 100% | |
| | | | | | $0 | $0 | $0 | 100% | |
| | | | | | $0 | $0 | $0 | 100% | |
| | | | | | $0 | $0 | $0 | 100% | |
| **Mileage** (enter monthly miles in monthly cost) | **200.00** | 12.00 | | $0.49 | $1,176 | $1,176 | $0 | 100% | Miles estimated for each month then shown for 12 months |
| | | | | **Total Operating Expense** | $27,366 | $26,616 | $750 | | |

**Contractual Services**

| Contractor | Planned hours/week | # Months/ weeks | Planned Hours/ month | Rate / Hour | Total | CDOT Share $ | Local Match $ | % To Grant | |
|---|---|---|---|---|---|---|---|---|---|
| **Position sub contracted** | | 12 | **95** | **$25.00** | $28,500 | $28,500 | $0 | 100% | Contractor paid on a monthly rate |
| **Position sub contracted** | 40 | 22 | | **$33.00** | $29,040 | $29,040 | $0 | 100% | Contractor paid on a weekly rate |
| | | | | | $0 | $0 | $0 | 100% | |
| | | | | | $0 | $0 | $0 | 100% | |
| | | | | | $0 | $0 | $0 | 100% | |
| | | | | | $0 | $0 | $0 | 100% | |
| | | | | **Total Contractual Sevices** | $57,540 | $57,540 | $0 | | |

**Travel - overnight stay NO OUT OF STATE**

| Description | Number of Persons | Travel Cost Per Person | Per Diem/ person | # Days | Total | CDOT Share $ | Local Match $ | % To Grant | |
|---|---|---|---|---|---|---|---|---|---|
| **Summit travel** | **2** | **$100.00** | **$60.00** | **1.5** | $ 480.00 | $ 480.00 | $ - | 100% | Travel to attend Annual Summit this example excludes Hotel |
| **LifeSavers** | **1** | | **$69.00** | **$3.00** | $ 207.00 | $ 207.00 | $ - | 100% | |
| | | | | | $ - | $ - | $ - | 100% | |
| | | | | | $ - | $ - | $ - | 100% | |
| | | | | **Total Travel** | $ 687.00 | $ 687.00 | $ - | | |

| Narrative: TRAVEL | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| **Capital Equipment** | | | | | | | | |
| **Description** | Single Item Cost | **OR Number of units** | **Cost Per Unit** | **Total Unit Cost** | **Total** | **CDOT Share $** | **Local Match $** | % To Grant |
| | | | | | | | | 100% Capital equipment is unusual on NHTSA Grants see your PM with questions |
| | | | | **Total Capital Equipment** | | | | |
| **Narrative: CAPITAL EQUIPMENT** | | | | | | | | |
| | | | | | | | | |
| **Indirect Cost** | | | | | | | | |
| Indirect Rate %- approved by Cognizant entity | | Total Planned Cost | | Total indirect Cost | **Total** | **CDOT Share $** | **Local Match $** | % To Grant |
| 10% | | $168,075 | | $16,807.50 | $16,808 | $16,808 | $0 | 100% Indirect rates MUST be approved by CDOT/Cognizant Agency |
| | | | | **Total Indirect** | | | | |
| **Narrative: INDIRECT COST** | | | | | | | | |
| | | | | | | | | |

| BUDGET SUMMARY | Total | CDOT Share $ | Local Match $ |
|---|---|---|---|
| Personal Services | $ 90,000 | $ 75,000 | $ 15,000 |
| Fringe Benefits | $12,264 | $8,232 | $4,032.00 |
| Operating Expense & Incentives | $ 27,366 | $ 26,616 | $ 750 |
| Contractual Services | $ 57,540 | $ 57,540 | $ - |
| Travel | $ 687 | $ 687 | $ - |
| Capital Equipment | $ - | $ - | $ - |
| **Subtotal before Indirect** | $ 187,857 | $ 168,075 | $ 19,782 |
| Indirect Cost | $16,807.50 | $16,808 | $ - |
| **Total Projected Budget** | **$ 204,665** | **$ 184,883** | **$ 19,782** |

# DETAILED BUDGET

| Task Number | | Program Name | | Agency Name | |
|---|---|---|---|---|---|

**Personal Services Salaried Person**

| Name of Position | Monthly Full-time Salary | Monthly Part-Time Salary | Total Monthly cost | REQUIRED # of Months to this project | Total | CDOT Share $ | Local Match $ | % to Grant |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | 10% |
| Director | $7,018 | | | 12 | $84,218 | $8,422 | $75,796 | 10% |
| | | | | | | | | |
| | | | $0 | | $0 | $0 | $0 | 50% |
| | | | $0 | | $0 | $0 | $0 | 80% |
| Total | | | | | $84,218 | $8,422 | $75,796 | 100% |
| **Hourly Employee and/ or Overtime** | | | | | | | | |
| **Prevention Educator** | $46,000.00 | 35 | | 12 | $46,000 | $46,000 | $0 | 100% |
| **Data Coordinator** | $58,000.00 | 35 | | 12 | $58,000 | $17,400 | $40,600 | 30% |
| **translation** | $20,000.00 | 20 | | 12 | $20,000 | $6,250 | $13,740 | 25% |
| | | | | | $0 | $0 | $0 | 50% |
| | | | | | $0 | $0 | $0 | 50% |
| Total | | | | 12 | | $78,072 | $130,136 | 100% |
| Fringe as a Percentage | | | | | | | | 100% |
| Fringe as a Flat amount | | | | | | $15,614.00 | $26,027.00 | 50% |
| **Operating Expense Including Mileage** | | | | | | | | 100% |
| **phone $60/cell $115/land (50%)** | | | | | $1,050 | $1,050 | $1,050 | 100% |
| **computer - 1.5 FTE** | | | | | $5,250 | $5,250 | $7,200 | 100% |
| **marketing/social media monthly** | | | | | $1,800 | $1,800 | $3,500 | 100% |
| **rent** | | | | | $3,600 | $3,600 | $9,600 | 100% |
| **copies** | | | | | $1,200 | $1,200 | $1,200 | 100% |
| **Community survey** | | | | | $1,500 | $1,500 | $3,000 | 100% |
| materials for GDL/drivers education | | | | | $1,500 | $1,500 | $3,000 | 100% |
| | | | | | $0 | $0 | $0 | 100% |
| | | | | | $0 | $0 | $0 | 100% |
| **Enter Mileage amount as either a monthly estimate with number of months or enter as a total number under units** | | | | | | | | |
| **Contractual Services** | | | | | | | | |
| **youth advisor** | | | | | $6,000 | $6,000 | $0 | 100% |
| | | | | | $0 | $0 | $0 | 100% |
| | | | | | $0 | $0 | $0 | 100% |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | $0 | $0 | $0 | 100% |
| | | | | | $0 | $0 | $0 | 100% |
| | | | | | $0 | $0 | $0 | 100% |
| **Contractors MUST be budgeted and billed at an hourly rate. Monitoring forms will be required** | | | | | | | | % To Grant |
| **Travel - overnight stay NO OUT OF STATE** | | | | | | | | 100% |
| | | | | | | | | 100% |
| | | | | | $0 | $0 | $0 | 100% |
| | | | | | $0 | $0 | $0 | 100% |
| | | | | | $0 | $0 | $0 | 100% |
| | | | | | | | | |
| **Capital Equipment** | | | | | | | | |
| **Description** | Single Item Cost | **OR Number of units** | **Cost Per Unit** | **Total Cost** | **Total** | **CDOT Share $** | **Local Match $** | % To Grant |
| | | | | $0 | $0 | $ - | $ - | 100% |
| | | | | **Total Capital Equipment** | | | | |
| **Capital Equipment is items over $5,000 please be very specific in your narrative as to the need for this equipment** | | | | | | | | |
| | | | | | | | | |
| **Indirect Cost** | | | | | | | | |
| Indirect Rate %- approved by Cognizant entity | Cost | Total indirect Cost | | | **Total** | **CDOT Share $** | **Local Match $** | % to Grant |
| | $107,078 | $0.00 | | | $0 | $11,648 | -$11,648 | 100% |
| | | | | **Total Indirect** | | | | |
| **Indirect cost rate must be pre-apporved by CDOT or the Cognizant agency** | | | | | | | | |

| **BUDGET SUMMARY** | **Total** | **CDOT Share $** | **Local Match $** |
|---|---|---|---|
| Personal Services | | **$78,972** | **$130,136** |
| Fringe Benefits | **$0** | **$15,614** | **$26,027** |
| Operating Expense & Incentives | | **$15,900** | **$28,550** |
| Contractual Services | | **$6,000** | **$0** |
| Travel | **$0** | **$0** | **$0** |
| Capital Equipment | **$0** | **$0** | **$0** |
| **Subtotal before Indirect** | | **$116,486** | **$184,713** |
| Indirect Cost | **$0** | **$11,648** | **-$11,648** |
| **Total Projected Budget** | **$ -** | **$ 128,134** | **$ 173,065** |

# DETAILED BUDGET

| Task Number | | Program Name | | Agency Name | | | |
|---|---|---|---|---|---|---|---|

**Personal Services Salaried Person**

| Name of Position | Monthly Full-time Salary | Monthly Part-Time Salary | Total Monthly cost | REQUIRED # of Months to this project | Total | CDOT Share $ | Local Match $ | % to Grant |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | 10% |
| Director | $7,018 | | | 12 | $84,218 | $8,422 | $75,796 | 10% |
| | | | | | | | | |
| | | | $0 | | $0 | $0 | $0 | 50% |
| | | | $0 | | $0 | $0 | $0 | 80% |
| Total | | | | | $84,218 | $8,422 | $75,796 | 100% |
| **Hourly Employee and/ or Overtime** | | | | | | | | |
| Prevention Educator | $46,000.00 | 35 | | 12 | $46,000 | $46,000 | $0 | 100% |
| Data Coordinator | $58,000.00 | 35 | | 12 | $58,000 | $17,400 | $40,600 | 30% |
| translation | $20,000.00 | 20 | | 12 | $20,000 | $6,250 | $13,740 | 25% |
| | | | | | $0 | $0 | $0 | 50% |
| | | | | | $0 | $0 | $0 | 50% |
| Total | | | | 12 | | $78,072 | $130,136 | 100% |
| Fringe as a Percentage | | | | | | | | 100% |
| Fringe as a Flat amount | | | | | | $15,614.00 | $26,027.00 | 50% |
| **Operating Expense Including Mileage** | | | | | | | | 100% |
| phone $60/cell $115/land (50%) | | | | | $2,100 | $1,050 | $1,050 | 100% |
| computer - 1.5 FTE | | | | | $7,200 | $5,250 | $1,950 | 100% |
| marketing/social media monthly | | | | | $1,800 | $1,800 | $0 | 100% |
| rent | | | | | $13,200 | $3,600 | $9,600 | 100% |
| copies | | | | | $1,200 | $1,200 | $0 | 100% |
| Community survey | | | | | $1,500 | $1,500 | $0 | 100% |
| materials for GDL/drivers education | | | | | $4,500 | $1,500 | $3,000 | 100% |
| | | | | | $0 | $0 | $0 | 100% |
| | | | | | $0 | $0 | $0 | 100% |

Enter Mileage amount as either a monthly estimate with number of months or enter as a total number under units

**Contractual Services**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| youth advisor | | | | | $6,000 | $6,000 | $0 | 100% |
| | | | | | $0 | $0 | $0 | 100% |
| | | | | | $0 | $0 | $0 | 100% |
| | | | | | $0 | $0 | $0 | 100% |
| | | | | | $0 | $0 | $0 | 100% |
| | | | | | $0 | $0 | $0 | 100% |

Contractors MUST be budgeted and billed at an hourly rate. Monitoring forms will be required — % To Grant

**Travel - overnight stay NO OUT OF STATE**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | 100% |
| | | | | | | | | 100% |
| | | | | | $0 | $0 | $0 | 100% |
| | | | | | $0 | $0 | $0 | 100% |
| | | | | | $0 | $0 | $0 | 100% |

**Capital Equipment**

| Description | Single Item Cost | OR Number of units | Cost Per Unit | Total Cost | Total | CDOT Share $ | Local Match $ | % To Grant |
|---|---|---|---|---|---|---|---|---|
| | | | | $0 | $0 | $ - | $ - | 100% |
| | | | | **Total Capital Equipment** | | | | |

Capital Equipment is items over $5,000 please be very specific in your narrative as to the need for this equipment

**Indirect Cost**

| Indirect Rate %- approved by Cognizant entity | Cost | Total indirect Cost | Total | CDOT Share $ | Local Match $ | % to Grant |
|---|---|---|---|---|---|---|
| | $107,078 | $0.00 | $0 | $11,648 | -$11,648 | 100% |
| | | **Total Indirect** | | | | |

**Indirect cost rate must be pre-apporved by CDOT or the Cognizant agency**

| BUDGET SUMMARY | Total | CDOT Share $ | Local Match $ |
|---|---|---|---|
| Personal Services | | **$78,972** | **$130,136** |
| Fringe Benefits | **$0** | **$15,614** | **$26,027** |
| Operating Expense & Incentives | | **$15,900** | **$15,600** |
| Contractual Services | | **$6,000** | **$0** |
| Travel | **$0** | **$0** | **$0** |
| Capital Equipment | **$0** | **$0** | **$0** |
| **Subtotal before Indirect** | | **$116,486** | **$171,763** |
| Indirect Cost | **$0** | **$11,648** | **-$11,648** |
| **Total Projected Budget** | **$ -** | **$ 128,134** | **$ 160,115** |

**Project Action Plan Template**

**Project Title:** Gunnison County Substance Abuse Prevention Project (GSCAPP) Addressing Community Traffic Safety – Impaired Driving, Excessive Drinking and Community Norms Favorable Towards Substance Use.

**Fiscal Year: FY21 (October 1, 2021 – September 30, 2022**

**Acronyms and Definitions:**

1. Quarters:
    - Quarter 1 (Q1) – October 1– December 31
    - Quarter 2 (Q2) - January 1 – March 31
    - Quarter 3 (Q3) – April 1 – June 30
    - Quarter 4 (Q4) - July 1 – September 30

**Sub-activities: What are the steps necessary to accomplish the primary activity? As benchmark measures are required for each activity, you can add data collection and evaluation sub-activities under each primary activity, though you can also include more comprehensive evaluation work as primary activities. Be sure to note in what time frame you'll be collecting data, evaluating the success of the activity, etc.**

**Indicator(s): What are you trying to change? What kinds of process and outcome indicators are you using to measure that change?** (Ex: Numbers of people reached, numbers of services/trainings provided, changes in knowledge/attitudes/skills/behaviors)

**Data Collection Method: How will you collect this data?** (Ex: focus groups, attendance records, interviews, pre/post tests, observational surveys)

**Data Source: Where will you collect this data? (**Ex: Healthy Kids Colorado Survey, Behavior Risk Factor Surveillance System, court records, law enforcement data)

**3 Year Goal:** The goal of this project is to increase safety by addressing the root causes of alcohol-impaired driving through the implementation of population-level primary prevention strategies that reduce excessive alcohol use, educate young drivers, and address community norms favorable towards substance use.

**Objective #1**By September 30th, 2022 hold 4 stakeholder meetings and run 2 6-week social hosting campaigns in order to increase public support for social host ordinances that reduce alcohol use among youth and support enforcement of social host laws in order to reduce community norms favorable towards substance use.

| | | Activities | Desired Outcome | Responsible Partner | Estimated Timeframe (Q1, Q2, Q3, Q4) | Evaluation |
|---|---|---|---|---|---|---|
| **Primary** | **#1** | Present community report to Gunnison City Council, Crested Butte Town Council, Mt. Crested Butte Council and the Health Coalition of the Gunnison Valley. | Support for social hosting | GCSAPP Director | Q1,Q2,Q3 | **Indicator(s): meets, education events**<br><br>**Data Collection Method: sign in sheets for meetings and events**<br><br>**Data Collection Source: sign in sheets for meetings and events** |
| Sub-activities | 1.1 | Meet as sub- committee to continue to revise social hosting campaign | Cross-sector collaboration | GCSAPP | Q1,Q2,Q3,Q4 | |
| | 1.2 | Conduct focus groups with youth to understand impaired driving rates, impact and social norms and get feedback messaging campaign | Increased knowledge of issue and solutions | Data Coordinator | Q1, Q2 | |
| | 1.3 | Provide school and youth education on risk and protective factors | Increase knowledge | Prevention Educator | Q2,Q3 | |
| | 1.4 | Continue to build support for social hosting ordinance enforcement with law enforcement and city councils. | Social norming and changes in attitudes/enforcement. | Program Director and Prevention Educator | Q1,Q2,Q3,Q4 | |
| | 1.5 | Outreach to liquor store and marijuana dispensary owners to create collaboration on social responsibility and meet quarterly. | Increased knowledge of issue and solutions | Data Coordinator | Q1, Q2, Q3, Q4 | |

**Objective #2:** By September 30th, 2022 two educational events will be held with an average of 50 stake holders, community members, and youth

and provide positive social norming messages at youth and community events in order to educate the community about Gunnison County's Risk and Protective Factors and the benefits of limiting public consumption in order to reduce the extent to which alcohol use is seen by youth as socially acceptable or normative and decrease impaired driving Click here to enter text.

| | | Activities | Desired Outcome | Responsible Partner | Time frame | Evaluation |
|---|---|---|---|---|---|---|
| **Primary** | **#1** | Work closely with youth advisor to develop a hotspot mapping presentation that highlights outlet density, DUI, violence and crime data. | Increase knowledge to decrease impaired driving rates | Program manager, Data Coordinator, youth | Q1,Q2,Q3, | **Indicator(s): ads, events**<br><br>**Data Collection Method: number of ads placed and reach, ads created, sign in sheets and pre-post surveys for events, creation of hotspot mapping**<br><br>**Data Collection Source: pre-post surveys for events** |
| Sub-activities | 1.1 | Provide education on impaired driving and risk and protective factors to youth and community including the hotspot mapping presentation. | Increase knowledge to decrease impaired driving rates | Program manager, Data Coordinator, youth | Q1,Q2,Q3, Q4 | |
| | 1.2 | Using social norming messaging our youth advisor will educate the community on the benefits of limiting public consumption in order to reduce the extent to which alcohol use is seen by youth as socially acceptable or normative – at in-person events and through social media. | Increase knowledge to decrease impaired driving rates | Youth Advisor – Prevention Educator | Q1,Q2,Q3, Q4 | |
| | 1.3 | Work with you to create youth specific messaging and use media outlets that reach that population. | Increase knowledge to decrease impaired driving rates | Program manager and staff | Q2,Q3, | |

**Objective #3:** By September, 2022 collect data on youth and adult impaired driving rates, community norms, perception of harm and use rates of alcohol and marijuana, including an equity analysis of current policies.

| Activities | | | Desired Outcome | Responsible Partner | Time frame | Evaluation |
|---|---|---|---|---|---|---|
| **Primary** | **#1** | Quantitative and qualitative data collection on policies to analyze equity and risk/protective factors. | Increased understanding and possible solutions | Data Coordinator and Prevention Educator | Q1,Q2,Q3, Q4 | **Indicator(s): data**<br><br>**Data Collection Method: surveys and focus groups**<br><br>**Data Collection Source:** Healthy Kids Colorado Survey and local survey data, NCHA ACHA |
| Sub-activities | 1.1 | Work with the schools to collect Healthy Kids Colorado Survey data | Increased understanding and possible solutions | Data Coordinator and Prevention Educator | Q1,Q2 | |
| | 1.2 | Work with Western Colorado University students, local high school students and community members in order to conduct focus groups and collect data on impaired driving and risk and protective factors. | Increased understanding and possible solutions | Data Coordinator and Prevention Educator | Q1,Q2,Q3 | |
| | 1.3 | Administer and analyze community survey | Increased understanding and possible solutions | Data Coordinator | Q3,Q4 | |
| | 1.4 | Work with Western Colorado University to collect data on University substance use. | Increased understanding and possible solutions | Data Coordinator | Q3, Q4 | |
| | 1.5 | Analyze current policies for determining equity. | Increased understanding and possible solutions | Data Coordinator | Q, 1, Q3, Q4 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | 1.6 | Publish findings and integrate them into GCSAPP's community report | Raise awareness of risk and protective factors and current efforts | Program manager Data Coordinator | Q3,Q4 | |

| | **Objective #4: By September 2022, hold 2-16 week and one 8week classroom-based drivers education that focuses in impaired and distracte driver education with youth in partnership with their parents and incorporate a Graduated Driver's License program to reduce impaired dri youth under 20.** |
|---|---|

| **Activities** | | | **Desired Outcome** | **Responsible Partner** | **Time frame** | **Evaluation** |
|---|---|---|---|---|---|---|
| **Primary** | **#1** | Purchase AAA curriculum and work with school to set class schedule and enroll students in drivers Ed/GDL. | Increased knowledge and skills | Prevention Educator/Program Director/RE1-J School | Q1,Q2,Q3, Q4 | Data Collection: Class Roster, Attendance, Grades, Graduation Rate<br><br>Data Tool: Curriculum grading. |
| Sub-activities | 1.1 | Hold first class with parents and youth to teach parents how to be a mentor and best assist youth in driving practice time and educate about GDL. | Increased knowledge and skills and behavior change | Prevention Educator | Q1,Q3 | |
| | 1.2 | Hold Classes with an average of 15 students per class. | Increased knowledge and skills | Prevention Educator | Q1,Q2,Q3, Q4 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | 1.3 | Work with law enforcement and municipal court judge to create a rite of passage/graduation ceremony with youth and family who pass the GDL and hold ceremonies for youth/parents. | Increased knowledge and skills | Prevention Educator/judge/ law enforcement | Q2,Q3,Q4 | |
| | 1.4 | Work with the school to provide two all HS education events to educate on distracted and impaired driving. | Increased knowledge and skills | Prevention Educator/Program Director/RE1-J School | Q2, Q4 | |

**Project Title:** Gunnison County Substance Abuse Prevention Project (GSCAPP) Addressing Community Traffic Safety – Impaired Driving, Excessive Drinking and Community Norms Favorable Towards Substance Use.

**Emphasis Area:** Community Traffic Safety

**Problem Identification and Population Profile:**

In order to address impaired driving, excessive alcohol and marijuana use and community norms favorable towards substance use in Gunnison County will address the following three performance measures:

C-5 Reduce the number of fatalities in crashes involving a driver or motorcycle operator with a BAC of .08 and above

C-9 Reduce the number of drivers age 20 or younger involved in fatal crashes

C-14 Reduce the number of fatalities in crashes involving a driver or motorcycle operator testing positive for +>5ng of Delta 9 THC

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. The bulk of Gunnison County's residents live in Crested Butte and Gunnison, or within the 30-mile valley between the two towns. Within the county are small towns of Pitkin, Almont, Ohio City, Sargents, Marble, and Summerset. 9.4% of Gunnison County's population is Hispanic with 87.1% being White alone, 2.6% identify as American Indian/Native Alaskans, and 1/9% identify as 2 or more races. In addition, Western Colorado University is located in Gunnison with approximately 3,000 students enrolled annually. This results in a high percentage of the population between the ages of 18-24.

In a state with high substance use rates, Gunnison County's are among the highest. In the US, Colorado is 9$^{th}$ highest in drug use by state, 4$^{th}$ highest in number of drug users and 3$^{rd}$ highest in number of adults with unmet drug treatment needs. [4] The adult excessive drinking rate in Gunnison County was 25.5% between 2016 and 2018, third highest in the state. Youth growing up in Gunnison County are exposed to alcohol use and abuse and experience relaxed social norms. The ski and tourism industry, alongside the ranching sub-culture, promote alcohol through advertisements and norms of casual use. According to 2019 HKCS data, 64.2% of youth think it would be "sort of or very easy" to get alcohol. Local data shows that between 2010 and 2017 students perceived favorable parental attitudes of substance use. Substance use rates have been steadily increasing for youth, binge drinking rates are currently higher than the region, state and nation with 27% of high school youth indicating binge drinking in the last 30 days (4 > drinks for women and 5 > drinks for men). Youth use rates mirror a higher than state average adult binge drinking rate. According to GCSAPP's 2020 Community Survey, adults also self-reported a 24% binge drinking rate, with 8% of adults reporting binge drinking on 3 or more days in the past 30 days. Additionally, the survey results reinforced the youth data that supports the risk factor of community norms favorable towards substance use, with nearly 80% of adults reporting alcohol being favorable. While social hosting ordinances are in effect in Gunnison and Crested Butte, access is still occurring and more education and enforcement can occur in this area. Less than 30% of high school youth believe that they would be caught by law enforcement

if they choose to use substances (HKCS, 2017). Additionally, Gunnison County has seen higher rates of youth who report riding in a car by someone who had been drinking alcohol and our rates are also high for riding in a car with someone who has been using marijuana. GCSAPP understands that excessive drinking (binge drinking) is a risk factor for other behaviors. According to the 2019 HKCS, Of the 27% of youth who report binge drinking in the past 30 days, 88.8% of them also drove a car and 58.4% of them rode in a car with someone who had been drinking.

WCU also experiences high rates of substance use and binge drinking. Gunnison High School students can attend concurrent enrollment courses on campus, elevating their exposure and access to a variety of illegal substances. In the fall of 2017, Western administered the NCHA ACHA. The survey was completed by 257 Western students. 68% of respondents reported alcohol use within the last 30 days, which is 9.2% higher than the national average (58.9%). 28.4% of respondents reported they consumed five or more drinks in a sitting on 1-2 occasions within the last two weeks, which is 7.2% higher than the national average (21.2%). Only 38% of Western respondents reported having a friend let them know when they've had enough, compared to the national average of 45.8%. Between 2015-17, approximately 30 students were reported to have been hospitalized due to substance overdose (18 alcohol related, three marijuana related and 9 over-the-counter drugs/other). Perhaps an even more troubling statistic is that, during a typical academic year, one out of every 93 of WCU's students is hospitalized for high-risk behavior. There is a gap in services for young adults in Gunnison County when it comes to addressing risk factors, specifically with community norms that favor substance use.

This grant will allow us to implement traffic safety strategies through our GCSAPP Coalition that uses a multidisciplinary approach. Through this grant the coalition will implement a classroom based drivers education program in collaboration with the RE1-J School District that includes a Graduated Drivers License program; collect and analyze community data to understand our risk and protective factors, an equity analysis of policies, and hotspot mapping of outlet density, accidents, DUI rates and violent crimes; follow the Positive Youth Development framework by hiring a youth advisor who will run a social norming campaign and lead the hotspot mapping project including educating youth and stakeholders on data collected; and continue community efforts around awareness, education and enforcement of our Social Hosting Ordinance.

**Community Profile:** The target population for this grant is Gunnison County youth ages 12-20 and the broader community with emphasis on stakeholders. In order to achieve the goals of this grant and alleviate inequities in services GCSAPP will use the socioecological model in our strategies and programming. Efforts will address the individual level with specific emphasis on impaired and distracted driver education; the family level with specific emphasis on the Graduated Drivers License program, and the societal and systems level by providing education to the greater community and stakeholders about our community risk factors that contribute to impaired driving, excessive alcohol and marijuana use.
The Community factors that impact the identified problems above and individual behavior include; high rates of youth and adult binge drinking, community norms favorable towards substance use, high availability of substance use, and extreme economic deprivation (toxis stress).

Approximately one half of county residents are between the ages of 0 and 35 (Gunnison Valley Health, 2019). Two reasons Gunnison County has such a high population of young adults is the existence of Western Colorado University (WCU) which lies within the city limits of Gunnison, and the outdoor tourism-driven economy. According to 2019 Health Kids Colorado Survey (HKCS) Data (Highschool only no data for middle school) 14.3% of youth identify as Gay/lesbian/bisexual and 1% of adult County resident identify as Gay/lesbian/bisexual. There are limited resources and education for our LGBTQ community members. Concerning mental health indicators have been on the rise, longitudinal data since 2010 shows increases in major depressive disorder, suicidal ideations, and attempts. 29.6% of $9^{th}$-$12^{th}$ grade students indicated feeling sad or hopeless for two weeks or more out of the past 30 days; in 2010 the rate was 15% (HKCS, 2010 and 2019). 17.6% of $9^{th}$-12the grade students seriously considered suicide and 5.1% attempted. 41.2% of the youth who considered suicide identify as LGBTG (HKCS, 2019). The City of Gunnison's demographics offer a measure of diversity, with a 14.7% Hispanic population verse the county measure of 9%. County Census data reports 87.1% of residents identifying White alone, 2.6% identify as American Indian/Native Alaskans, and 1.9% identify as 2 or more races. This City of Gunnison's rate of growth in Hispanic population is in line with diversity growth across the rural United States (Census.gov). However, we continue to see a diversity gap in our local power structure that has not kept up with the change in demographics. 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 less per year on average making the rural community residents vulnerable to financial insecurities. Additionally, many of the community members who fall into this category are ineligible for services based on education and/or income. This is the double-edge-sword of middle and lower middle-class America.
In addition, Gunnison County is growing rapidly. (Census.gov) 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. The media often generalizes rural America as white, marginalizing the many rural communities of color across the US. Rural America and rural white America are not the same, and both exist in Gunnison County. Differences between the Crested Butte end of the valley and the City of Gunnison end (South) are stark. A plethora of second homes, a high school listed in the Forbes top 100, a 9% poverty rate, and a population that is 96.7% white define the charming resort town of Crested Butte. Contrast that with the City of Gunnison's 25.6% poverty rate, and a picture of wealth distribution becomes clear. Greater wealth = better schools = higher cost of living. This fosters a commuter culture where Crested Butte's workforce lives down valley resulting in a degree of wealth and class segregation.
Two of our biggest risk factors that was identified during the CTC community assessment are "Community Norms favorable to substance use" and "high availability of substances". This is true for both our youth and adult population and is more pervasive in the North end of the valley.

Gunnison Valley Hospital (GVH) completed a community health needs assessment in 2017. This assessment ranked behavioral health and substance use needs as among the highest health needs in the county: Mental Health (ranked # 1), Suicide (#4), Alcohol (#5) and Drug Abuse (#18). As a rural frontier community, one of Gunnison County's most challenging determinants of health is stigma. With three grocery stores, three pharmacies, and one (recently closed) 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 psychiatrist who is treating your husband for SUD. The paradox of this and other sparsely-populated rural communities is that while anonymity is non-existent, isolation is pervasive. Other identified social and structural determinants of health leading to inequities in Gunnison County include: lack of affordability and access to basic needs (including housing and food security), lack of affordable health care (primary and behavioral), shortage of culturally diverse health/behavioral health providers, lack of childcare, high rates of substance use and low perception of risk in youth and adults with no inpatient or intensive out-patient services. Fifty-eight percent of renters pay over 30% of their household income for rent each month and 26% of Gunnison County renters pay over 50% of their household income for rent. While an 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).[1]

Local assessments through GCSAPP determine community readiness and community needs and define strategies, goals and objectives to prevent or delay substance use for youth. Using eight years of longitudinal data from the 2019 HKCS, 2017 Communities That Care (CTC) supplemental questions, Colorado Behavioral Risk Factor Surveillance System data (BRFSS), 2020 Gunnison County Community Survey and the Community Health Needs Assessment from the Gunnison Health system, GCSAPP has prioritized the following three risk factors in the County: community norms favorable towards substance use, high availability of substances, and extreme economic deprivation with emphasis on toxic stress. Through the CTC strategic framework, the GCSAPP coalition identified two strategies to strengthen protective factors in Gunnison County: promote Positive Youth Development (PYD) broadly across the community, and provide education on toxic stress.

GCSAPP's current efforts target the 1,017 students, and their parents, currently enrolled in 6$^{th}$ through 12$^{th}$ grades within the RE1J School district – the only school district in Gunnison County and the community as a whole. GCSAPP has grown in collaboration with Western Colorado University and will target the University student population as part of this grant. GCSAPP's work in the community has resulted in significant progress reducing the number of teens using alcohol, as measured HKC longitudinal survey data. However, in the last year we have seen an increase in youth binge drinking and past 30-day use rates. There continues to be a need in Gunnison County for prevention services and expansion into the 18-20-year-old population.

By implement traffic safety strategies through our GCSAPP Coalition using a multidisciplinary approach GCSAPP will help create positive health outcomes for youth and reduce impaired driving and traffic fatalities in the under 20 population. The classroom-based drivers education program and GDL program will provide valuable education and opportunities for youth and parents and provide opportunities for them to demonstrate their knowledge of the risk of impaired and distracted driving. Data collection and analyze will inform our practice and programming and continue to identify our risk and protective factors. In following the Positive Youth Development framework and hiring a youth advisor to run a social norming campaign and lead the hotspot mapping project will strengthen relationships with youth and ensure that youth

[1] Gunnison County Early Childhood Landscape, 2017

have a voice at the table. Engaging the community and providing information and collaboration across sectors by providing education and building support for and enforcement of our Social Hosting Ordinance.

**Project Description and Rationale:**

In order to address impaired driving, excessive alcohol and marijuana use and community norms favorable towards substance use in Gunnison County will work to; Reduce the number of fatalities in crashes involving a driver or motorcycle operator with a BAC of .08 and above; Reduce the number of drivers age 20 or younger involved in fatal crashes; and Reduce the number of fatalities in crashes involving a driver or motorcycle operator testing positive for +>5ng of Delta 9 THC

Gunnison County will work to reduce these measures by:
1. Increasing public support for social hosting ordinances and increase support for the enforcement of those ordinances and educate the community about the ordinances through marketing efforts. We will meet quarterly with stakeholders and run a 6-week social hosting campaign 2x a year.
2. Educate Stakeholders and parents on the benefits of limiting consumption in public in order to reduce the extent to which alcohol use is seen by youth as socially acceptable or normative. To accomplish this strategy, GCSAPP will continue sub-groups of the coalition and utilize hotspot mapping and positive social norming. Subgroups will meet quarterly. Positive social norming will happen at youth events and on social media monthly. Hotspot mapping will be shared at stakeholder meetings annually or as requested.
3. Collect and analyze community and HKCS data to understand our risk and protective factors, including an equity analysis of policies and educate the community on Gunnison County's risk factors in order to keep a pulse on youth substance use rates, perception of harm and to track targeted program measures. This will be done annually.
4. Provide classroom-based drivers education program in collaboration with the RE1-J School District that includes a Graduated Driver's License program. 2 16-week classes in conjunction with the RE1-J School District and one 8 weeks summer program.

In a community that has high adult use rates and a low percentage of parental concern of substance use it is important for our community to stay informed by data.
Below are the principle findings of the GCSAPP Coalition's 2019 needs assessment. The data supports two primary conclusions:

1. There is a significant level of alcohol and marijuana use among public school students and high perception of availability of substances.

- Data supporting includes over 42.5 % of $9^{th}$-$12^{th}$ graders report using alcohol in the past 30 days (HKCS, 2019)
- High school students use rates mirror a higher than state average adult binge drinking rate (adults rates Gunnison/State 26%/16%) as students report a statistically significant higher binge drinking rate of 27% versus 14.2% as a state average (HKCS, 2017).
- Responses to accessibility of alcohol – 64.2% of $9^{th}$-$12^{th}$ graders reported it would be very easy to get alcohol (HKCS, 2019)
- The percentage of students who used marijuana in the past 30 days is 20% (HKCS, 2019).

- According to the 2019 HKCS, Of the 27% of youth who report binge drinking in the past 30 days, 88.8% of them also drove a car and 58.4% of them rode in a car with someone who had been drinking
- Of the 14 youth in the Diversion program in 2020 79% are for alcohol or marijuana related offenses, which is up from 52% in 2019.

2. Gunnison County has community norms favorable towards substance use

- This risk factor is supported by high availability of substances, youth perception of lack of enforcement only 21% of youth believe they will be caught if they choose to use (HKCS 2017).
- The number of liquor outlets and licensees in Gunnison County
- The number of marijuana dispensaries in Gunnison county.
- The lack of community events that are substance free.
- Additionally, there has been a growing concern for the lack of enforcement of laws with the social hosting ordinances as well as an increase of youth parties.

Past efforts included creating social hosting ordinances in each municipality which has been accomplished with the exception of Mt. Crested Butte; they plan to pass an ordinance this fall that includes alcohol and marijuana. We have also been educating parents and community members about social hosting and still have a lot of work to educate and build support. Community Norms favorable towards substance use is our most challenging risk factor to address. We have helped to support substance-free events and educate policy makers on the importance of ordinances, enforcement and having opportunities for youth and families to have community events and spaces to have fun together without substances. We have a lot of work to do in building that culture in our community.

**Project Goals, Objective and Activities and Project Evaluation: See Attached Document.**

During this three-year project, GCSAPP's aims to increase community support of social hosting ordinances, build support for substance-free community events that help to change the cultural norm of attitudes favorable toward substance use and increase the skills and knowledge of youth to drive safely by providing high quality drivers education and GDL programming. To do this we will start implementing the driver's education/GDL program at Gunnison High School, work with stakeholders to increase knowledge of community risk and protective factors, create a hotspot map and disseminate social marketing campaigns and collect and analyze data. In year two we will expand the driver's education program to the Crested Butte Community School, increase the complexity of the hotspot mapping and expand outreach efforts, and explore additional equitable policy changes that help reach our 3-year goal. In year three we will expand the driver's education/GDL programming to any community member eligible, and implement policy change as identified.

**Project Evaluation:**

Research and evaluation results are used to inform program changes that will improve outcomes. GCSAPP staff are exceedingly experienced at monitoring and tracking programs for fidelity,

dedicate staff time to weekly tracking tasks and are committed to the highest levels of professionalism in program administration. GCSAPP has facilitated the administration of the HKCS in Gunnison Watershed School District for the last 12 years and information is locally available annually. This survey is administered to over 840 youth and CU Denver evaluates and creates local, health statistic region and state reports that we receive annually. HKCS data will be used to collect past 30-day use rates for alcohol, marijuana and prescription drugs, binge drinking rates, perception of harm for marijuana and alcohol, and protective factors. The GCSAPP coalition uses education, policy and programming informed by community data, needs and culture to promote protective factors and reduce risk factors." The coalition lets data tell the story (quantitative and qualitative), and is committed to addressing all community risk factors and protective factors using evidence-based and culturally relevant programming that fits our community. Data also allows GCSAPP to embrace change and as a mobilized coalition we can address additional risk and protective factors as applicable.

GCSAPP has also administered community surveys, rotating every 3 years since 2010. This provides us information about parental and community member's perception of both their own children's use and other youth in the community. It also asks about perception of harm and community norms.

**Agency Qualifications/Past Performance**

During the past 12 years GCSAPP has successfully implemented prevention programming with the assistance of community collaboration and state and federal grants. Two of the grants that have been implemented with measured success are CDOT impaired Driving grant and Drug Free Communities. Drug Free Communities has helped with the Choice Pass program and with the Pass the Knowledge social norming campaign. The Choice Pass program started as a pilot program in 2012 in order to provide alternatives activities for youth. In 2012, the program started with 95 youth, with hard work from the coalition and the support of funding it has grown to 648 youth in $6^{th}$ – $12^{th}$ grade. Additionally, through this program, parent-youth education dinners grew from an average of 15 attendees to an average of 40 attendees per presentation. The GCSAPP coalition has seen a decrease in past 30-day use between 2009 and 2016 in three targeted substances; alcohol, marijuana and tobacco according to the Healthy Kids Colorado Survey and as reported to Drug Free Communities. There has been a reduction in past 30 day alcohol youth rates in the past 7 years from 38% in 2010 to 29% in 2017 (HKCS, 2010/2017). With funding from Drug Free Communities and Communities that Care GCSAPP has been able to successfully grow the community coalition, create and maintain a youth council, educate parents using a parenting handbook (English and Spanish) and ensure that GCSAPP is a household name in the community. The coalition has representation from all 12 sectors and actively engage in strategic planning and implementation. GCSAPP is in it's third year of CDOT funding to reduce impaired driving and excessive drinking. Through the CDOT work we have successfully worked with the City of Gunnison, Town of Crested Butte and Mt. Crested Butte to establish and strengthen social hosting ordinances. We have launched a social media campaign around social hosting and regularly met as a coalition to address these issues.

GCSAPP has been fortunate to have a highly educated and sustainable staff at the helm of the coalition. The Director of GCSAPP, Kari Commerford, has been leading the coalition for the past 6 years and has overseen the seamless integration of the CTC framework. 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. She has been a community and state presenter for several organizations on topics such as adolescent development, early childhood development, neurobiological changes in adolescence, communication with youth, and substance prevention in youth. Mrs. Commerford is a trusted partner in the community and serves on other community boards such as the IOG, Health Coalition of the Gunnison Valley and Early Childhood Council. Because of these relationships, GCSAPP is a trusted resource in the community and is viewed as an authority on prevention and behavioral efforts by the school, local municipalities and key stakeholders. Communications Coordinator, John Powell, started working for GCSAPP in 2014 as our Education Specialist and then took two years off to obtain his teaching degree and work within the RE1-J school. John continued to be engaged in the coalition work and engage with youth through the SOS program. John rejoined GCSAPP's staff in the Fall of 2020. He holds a BS in Math and BA in Sociology and holds a secondary education teaching license. The Prevention Educator is a TBD position. Qualifications for the position will include graduation from an accredited university with a BS or BA degree in Health Education, Education, Public Health, Counseling, or a related field. Two years' experience in public health, education, community development or similar setting. Combination of education and experience could waive specific requirement. Background checks are required for staff working with youth.

**Equity, Community Collaboration and Support:**

GCSAPP coalition meetings are open to all community members and our meeting schedule is posted publicly. GCSAPP strives to provide an equal opportunity for all participants, and anyone who attends meetings may vote and provide input. Committees are integral to our work, and there is at least one committee in operation at any given time, working towards the implementation of the goals. Currently, we have an executive committee, funding and sustainability committee, a youth outreach committee, a risk and protective factor data committee and a resources assessment committee that meet monthly. We seek out key stakeholders as needed when working on specific goals and implementation, such as the Superintendent when working towards better collaboration with the schools, or Western State Colorado University's President when working towards reducing access to drugs and alcohol for college freshmen.

The Program Director facilitates coalition meetings in conjunction with the executive committee, who represents the coalition and the community as needed. The Executive Committee advises the staff and coalition on strategic planning, coalition meeting agenda setting and provides consultation and oversight to GCSAPP efforts. When it comes to making decisions related to our efforts to reduce youth substance use, GCSAPP involves the Executive Committee and members of the coalition. The Program Director compiles and presents community related data and youth reported data to coalition members and seeks their input. We make decisions in coalition meetings and those decisions are confirmed by the Executive Committee before moving forward on implementing strategies.

GCSAPP has developed and abides by a set of policies and procedures that guide leaders' roles in maintaining the coalition. We recognize that successful coalitions have built-in flexibility to address various issues within prevention. We promote inclusiveness (*i.e.,* everyone has a voice) and ownership among all members. We continuously look for opportunities to expand the coalition and we have seen great improvement in the collaboration between the Crested Butte

community and the Gunnison community in working together to reduce underage substance abuse. We are actively recruiting new members to the coalition from Crested Butte and the non-English speaking population.

GCSAPP understands the importance of each sector representative's active involvement. Each of our sector representatives brings a unique set of knowledge, skills and experiences to the work of the coalition. They will contribute to our coalition's efforts to reduce the community's youth opioid and prescription medications abuse problem in the following ways:

Youth – William Powell and Enrique Rosario are our Youth Representatives and serve as a liaison between the University/community youth and the coalition, helping to coordinate events for youth and the community and advise the coalition on youth needs and messaging.
Parent – Jennifer Oberling, Ali Jeppe and Keir Wark– Our parents provide valuable insight from a parent's perspective, volunteer for events and activities, and serve on our Executive Committee.
Business – Christian Robertson - Director, Crested Butte Mountain Resort: Facilitate contact with the Chamber of Commerce, help obtain community donations for events, and speak at community meetings on behalf of coalition.
Media - Chris Dickey - Publisher, Gunnison Times: Mr. Dickey prints letters to the editor, cover our work/events, and collaborate on advertising strategies, while also being a parent to high school students.
School – Leslie Nichols - Superintendent: Sarah Macort, Jess Vogan: Gunnison High School Counselors: Sara Lamar: Gunnison Middle School Counselor - provide the link between the coalition and teachers/ administrators/ counselors, participate in curriculum development and implementation, and partner with us to administer the Healthy Kids Colorado Survey.
Youth Serving Organization - Tina McGuinness, Exec. Dir., Gunnison Country Partners - Collaborate with us on prevention education to youth and on providing healthy alternative activities to local youth.
Law Enforcement - Rob Whiting - School Resource Officer: Keith Robinson: Chief of Police; Mike Riley: Crested Butte Marshall - Serve as a community/prevention liaison to implement curriculum in schools, enforcement of laws for minors.
Religious/Fraternal Organization – Need to fill
Civic or Volunteer Group – Scott Cantril, Program Director LEAD office, Western State Colorado University: Distribute information about coalition initiatives and events and facilitate the coordination of volunteers for coalition events throughout Western State Colorado University and the community. He also serves on GCSAPP's Executive Committee.
Healthcare Professional – Dr. Tarr- Chief Medical Officer for the county: Jenny Birnie: Gunnison Valley Health Community Outreach: Roanne Houck: Naturopathic Doctor - provide us with hospital data, the mental health perspective, and access and time at community health fairs.
State/Local Government – Judge Steve Patrick: 7th Judicial District Judge: Clay Curtis: Early Intervention Program Manager: Johnathan Houck: County Commissioner: Joni Reynolds: Director of Health and Human Services provide local government support with County Commissioners as a regular coalition member, county support for the grant, juvenile court data, and collaborate with the Coalition and Public Health.
Other Organization Involved in Reducing Substance Abuse – Kimberly Behounek - Center for Mental Health – Gunnison: Volunteer at events and lend her expertise in local substance abuse,

mental health and recovery trends. Margaret Wacker and Lana Athey – Early Childhood Council; Yamel Agurrie – Interpreter (Spanish), Greg Haase – Sociology Professor Western Colorado University; Carl Andersen and Callie Acre – Community members.

GCSAPP works with youth and families in the community to better understand cultural needs and barriers. GCSAPP has facilitated focus groups with youth, parents, the immigrant community, school and businesses. GCSAPP is also part of the rural resort community of practice statewide to understand the complexity of rural resort culture and how to provide programming that is inclusive of youth needs and interests and understand how extreme economic deprivation and privilege show up in our communities. These efforts allow us to draw on community-based values and understand the cultural context of the community to plan, implement and evaluate prevention programming.

**Long-term Sustainability:**

Long-term sustainability means intentional capacity building at all levels to help 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. GCSAPP has already and will continue to work on building capacity through training and education events as well as media strategies. GCSAPP 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 GCSAPP and will be reviewed annually to ensure that we can maintain our efforts. We continue to explore funding options to further support this work, and understand how prevention work can complement each other and how to do that without supplanting funding. GCSAPP braids funding where applicable in order to be able to continue to do the work beyond the point in time when particular funding streams might be discontinued. Our local municipalities understand the importance of risk and protective factors and have started putting money towards prevention efforts. Through the three years of this grant cycle we will work to decrease our reliance on CDOT funding by 10% annually. For year 2 of this project we will request $104,020 and in year 3 $93,618. We will work to ensure this decrease of funding by working with the school district and local municipalities including law enforcement to help cover costs.

**Detailed Budget and Narrative**

**Personal Services:** The grant program director rate is $85,504 annually with fringe of 30% and will work 12 months on the grant; 40% of the cost is CDOT. The Youth Prevention Coordinator rate is $48,333 annually with 30% fringe benefits and will work 12 months on the grant with 30 % of the cost to CDOT. Youth Advisors will work approx. 2 hours per week at a rate of $20 per hour. Rates are determined by Gunnison County.

**Operating Expenses:** Funds are requested for materials in order to educate the community on the social hosting ordinances and our community risk factors, price is based on average cost for

newspaper ads. The office and meeting supplies are for general operating purposes and are calculated based on other projects of a similar caliber. Telephone and computer costs are for staff to help pay for one computer and two handheld devices in order answer calls and emails when outside of the office. Rent for office is to help cover a percentage of operating costs for space. Education event costs are for focus groups and impaired driving committee as well as general education for the community- rental fees, speaker stipends, and materials. Funds are requested to hold 4 alternative events during high drinking and driving events in order to minimize impaired driving; data will be collected to help determine effectiveness.

**Contractual:** Funds are requested for survey and data analysis to assist GCSAPP in administering and creating reports for the community survey.

**Travel:** Funds are requested for state and local travel for meetings and recommended trainings. Price is calculated by Gunnison County travel rates.

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Public Service Grant Agreement; City of Gunnison,

**Action Requested:** County Manager Signature

**Parties to the Agreement:** City of Gunnison

**Term Begins:** 1/1/2021 **Term Ends:** 12/31/2021 **Grant Contract #:**

**Summary:**

City of Gunnison grant for Early Childhood Council and Multicultural Resource Services

**Fiscal Impact:**

**Submitted by:** Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 1/29/2021

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

Comments:
Although this agreement is not optimal from a legal perspective, I am understanding from HHS that it considers these funds critical to operations and therefore does not want to have the normal and full protections for the County that we normally provide in County agreements.
MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/30/2021 Certificate of Insurance Required

Yes (●) No ( )

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

# PUBLIC SERVICE GRANT AGREEMENT

This Memorandum of Agreement ("MOA") made effective this _____ day of _____, 2021, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and GUNNISON COUNTY, a governmental entity in the State of Colorado, hereinafter called "COUNTY".

## RECITALS

WHEREAS, COUNTY applied for and was awarded a Public Service Grant which is designed to support programs or services which meet the needs and desires of the residents and businesses within the City limits; and

WHEREAS, CITY believes it to be in the interest of the citizens of the City of Gunnison for CITY to contract for COUNTY to perform certain services to the community; and

WHEREAS, CITY has budgeted certain funds for said services to be provided in the agreed time period; and

## AGREEMENT

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

1. 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.

2. COMPENSATION, BONUS AND EXPENSES.

(a) CITY hereby agrees to provide the funds previously appropriated and budgeted to COUNTY in the amount of Twenty Thousand Dollars and No Cents ($20,000.00), within thirty (30) days of execution of this agreement to be used for Gunnison-Hinsdale Early Childhood Council and the Multicultural Resource Office to accomplish the following objectives:

1) Develop an action plan to address areas of concern in our current early childhood landscape.

- Organize at least 3 early childhood task force meetings led by GHECC and MRO staff to develop a plan to address key areas of concern in our current early childhood landscape. Action plan will include steps to address:
  - Recruiting and retaining a quality early childhood workforce
  - Increasing access to quality early childhood programs
  - Increasing affordability of quality early childhood programs
  - Spanish interpretation services will be provided at meetings if needed.
- Increase Latinx community's awareness around resources available through the City of Gunnison as well as support the City of

Gunnison in communications to the Latinx community in emergency situations.

- MRO will provide translation services to the City of Gunnison for community messaging including, recreational program information, emergency communications, etc.

2) Increase access to quality early childhood care and education.

- The GHECC and MRO staff, in collaboration with the Gunnison County Libraries, will be responsible for organizing Family Friend and Neighbor (FFN) (non-licensed caregivers) trainings and pre-licensing. These trainings will be for individuals currently providing care in their homes and those interested in becoming licensed child care providers in our area. These trainings will include many of the pre-licensing courses necessary for an individual to become a licensed childcare provider, such as First Aid, CPR, Standard Precautions, and Medication Administration. Outreach to Spanish speaking providers will be a priority area. Spanish interpretation will be provided at each training or trainings will be offered in Spanish.
- The GHECC and MRO staff will plan the 2021 Nurturing the Young Child Conference, which provides 6 hours of continuing education as well as the opportunity for attendees to earn a CEU (Childhood Education Unit) through Western Colorado University. Spanish interpretation will be provided at the conference or some sessions will be offered in Spanish.
- The GHECC staff will work closely with Western Colorado University and the Pathways program offered through the Gunnison Watershed School District to develop a plan to begin offering more Early Childhood Education courses at a local level in order to better support the EC workforce.

3) Support early childhood programs in the recruiting and retaining of early childhood educators through a reward system.

- GHECC and MRO staff will work closely with local childcare providers to encourage new and existing early childhood professionals to work towards achieving Levels 2-5 early childhood credential through the Colorado Shines Professional Development Information System. EC Professionals will receive a small stipend upon completion of each level of the early childhood credential system. Stipends will be rewarded as foll ows:
  - Credential Level 2 $100 Stipend
  - Credential Level 3 $200 Stipend
  - Credential Level 4 $300 Stipend
  - Credential Level 5 $400 Stipend
- Create a workgroup to look into innovative platforms utilized by other Colorado communities to recruit and retain the early childhood workforce.
- Explore innovations in professional development, salary supplementations, and health care stipends.
- Explore funding opportunities to provide more supports to early childhood professionals.

(b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, either party reserves the right to terminate this Agreement without penalty to either party pursuant to paragraph 10 of this Agreement.

(c) CITY reserves the right to reduce the contribution stated herein if the 2020 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

(a) COUNTY agrees to acknowledge the financial support of the City of Gunnison in advertising and promotional literature, and CITY agrees to provide public support for the COUNTY's use of the funds paid under this agreement. Copies of such advertising and literature must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.

(b) COUNTY agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2021, which includes the program's actual revenues and expenditures. The synopsis must also include COUNTY's assessment of progress toward the stated objectives. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.

(c) COUNTY agrees to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.

(d) COUNTY agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison).

4. GOVERNMENT IMMUNITY.

The parties agree and understand that both parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees. COUNTY agrees that it shall be solely responsible for liabilities arising from the acts or omissions of COUNTY officers and employees in connection with the provision of services under this Agreement.

5. INSURANCE.

COUNTY is a public entity within the meaning of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended. COUNTY shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meets its liabilities under the Colorado Governmental Immunity Act and for occurrences for which protection under the Colorado Governmental Immunity Act does not apply. Within thirty (30) days of the execution of this Agreement, COUNTY will provide insurance certificates to CITY, listing CITY 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 CITY.

6. INDEPENDENT CONTRACTOR.

(a) In carrying out its obligations and activities under this Agreement, COUNTY is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. COUNTY does not have any authority to bind CITY in any manner whatsoever.

(b) COUNTY acknowledges and agrees that COUNTY is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, COUNTY is obligated to pay federal and state income tax on any moneys paid it related to the services to the extent the law so requires.

7. DELEGATION AND ASSIGNMENT.

This is a personal services contract with COUNTY and, therefore, COUNTY shall not delegate or assign its duties under this Agreement without the prior written consent of CITY which consent CITY 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.

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by COUNTY pursuant to C.R.S. 8-17.5-101, et seq.:

(a) COUNTY shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to COUNTY that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;

(b) COUNTY has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;

(c) COUNTY certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;

(d) If COUNTY obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, COUNTY shall be required to: (1) notify the subcontractor and the CITY within three days that COUNTY has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that COUNTY shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

(e) COUNTY shall comply with any reasonable request by the department made it the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).

(f) If COUNTY violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, COUNTY shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. 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:

CITY:
Finance Director
City of Gunnison
PO Box 239
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8162
Email: bcowan@gunnisonco.gov

COUNTY:
GUNNISON COUNTY
Lana Athey
220 N. Spruce St.
Gunnison, CO 81230
Email: lathey@gunnisoncounty.org

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.

10. 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.

11. MISCELLANEOUS.

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

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

(c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by CITY or by the COUNTY of

governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys' fees and expenses.

13. 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.

14. 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.

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.

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

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Jim Gelwicks
Mayor

_____
Erica Boucher
City Clerk

GUNNISON COUNTY

By: _____
Jonathan Houck
Chairperson
Board of County Commissioners

# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Grant Application; Colorado Division of Homeland S

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Gunnison County and State of Colorado

**Term Begins:** July 1, 2021 **Term Ends:** 7/30/2022 **Grant Contract #:** 19EM-20-101

**Summary:**

Emergency Management Performance Grant 2nd Special Project (using residual 2019 state funds). Funds will be used to pay part of the COVID Recovery Managers salary

**Fiscal Impact:** 50% match ($10,256.00)

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

**Finance Review:** (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 4/2/2021

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/23/2021 Certificate of Insurance Required

Yes ( ) No (•)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

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

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

**March 3, 2021**

**Re: 2019 Emergency Management Performance Grant (EMPG) Special Project Award Letter – 19EM-20-101**

Dear Mr. Morrill,

The Colorado Division of Homeland Security & Emergency Management (DHSEM) is pleased to inform you that your application for funding pursuant to the 2019 Emergency Management Performance Grant (EMPG) Special Project is approved in the amount of **$10,256.00** (funding source: Federal Funds). Please review this Award Letter, Statement of Work (SOW), and terms and conditions for your grant award. Project funding award is based on the project description provided in the application and outlined in the following table:

| Project Activity/Line Item | Federal Share | Required Non-Federal Local Share | Total Project |
|---|---|---|---|
| EMPG Activities | $10,256.00 | $10,256.00 | $20,512.00 |
| **Total Award Amount** | | | **$10,256.00** |

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

To issue the SDGA, DHSEM must receive the Letter of Acceptance signed by an Authorized Signatory (See attached) submitted electronically to Esther Son, Esther.Son@state.co.us, and confirm information on file for the following forms (included with this letter):

1. *Request for Taxpayer Identification Number and Certification (W-9)* form
2. *Electronic Funds Transfer (EFT)* form with appropriate bank letter or voided check

After receiving the above mentioned required form and confirming organizational information in W-9 and EFT documents on file at DHSEM, DHSEM will issue the completed SDGA and terms and conditions for your grant award to you. If the W-9 or EFT forms on file with DHSEM differ from those of your organization, new forms are required to be sent to DHSEM to update our financial system prior to issuing and completing the SDGA process.

The period of performance for the 2019 EMPG Special Project SDGA is from **July 1, 2020** to **July 30, 2021**. All requests for reimbursements must cover work completed, or expenditures claimed, within this period of performance. Quarterly RFR and Progress Report submissions will continue to be submitted to your assigned Regional Field Service Manager.

For questions regarding your SDGA or the EMPG Program, please contact **Drew Petersen** at (**970) 633-0201** or **drew.petersen**@state.co.us, or E**sther Son** at **(303) 947-7701** or **Esther.Son**@state.co.us.

Please feel free to contact me at (303) 239-4183 or Larisa.Cannon@state.co.us if you have further questions on the award agreement process or documents. Thank you for your assistance in managing this grant award.

Sincerely,

**Larisa Cannon**
**Grants and Contracts Manager**
Colorado Department of Public Safety
Division of Homeland Security and Emergency Management

Attachments: Letter of Acceptance
W-9 Form
EFT Form

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

# Letter of Acceptance

_____ _____ , **2021**
Month Day

**Encumbrance Number: 19EM-20-101**
**Subrecipient Name: Gunnison County**
**Grant Name: 2019 EMPG**

This letter serves as notification and acceptance of the Small Dollar Grant Agreement (SDGA) for **2019 EMPG** in the amount of **$10,256.00** (Federal funds) issued by the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management (CDPS/DHSEM).

By signing below, the agency, in accordance with acceptance, acknowledges the receipt, review and concurrence of the provided terms and conditions, scope of work, and any additional requirements identified. Additionally, the following required documents on file at DHSEM are confirmed as accurate and up-to-date, or updated documents are included with this Letter of Acceptance for issuance of the award through the State financial system:

1. Current *Request for Taxpayer Identification Number and Certification (W-9)* form
2. Current *Electronic Funds Transfer (EFT)* form with appropriate bank letter or voided check

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

By (Printed Name): _____

Title: _____

_____ Date: _____
*Signature

| | |
|---|---|
| **State Agency**<br>Department of Public Safety | **Grant Maximum Amount**<br>$10,256.00 |
| **Grantee**<br>GUNNISON COUNTY | **Grant Issuance Date**<br>The later of July 1, 2020 or the date the State Controller or an authorized delegate signs this Grant Letter |
| **Small Dollar Grant Agreement Number:**<br><br>Encumbrance #: 19EM-20-101<br>Subrecipient DUNS#: 133115220<br>Federal Award Identification # (FAIN): EMD-2019-EP-00006<br>Total Award of Federal Award: $6,241,339.00<br>Federal Award Date July 11, 2019<br>Name of Federal Awarding Agency DHS FEMA<br>CFDA 97.042 Emergency Management Performance Grant<br>Identification if the Award is for R&D: No | **Grant Expiration Date**<br>**July 30, 2021**<br><br>**Fund Expenditure End Date**<br>**July 30, 2021**<br><br>**Grant Authority**<br>Federal Authority to enter into this Grant exists in the Homeland Security Act of 2002 through CFDA 97.042 and State Authority to enter this Grant exists in CRS §24-1-128.6. |

## STATEMENT OF WORK

1. **GENERAL DESCRIPTION OF THE PROJECT(S).**
   - **1.1 Project Description**. Work Plan – Grantee will carry-out and work diligently to complete the tasks in their annual work plan. These tasks are listed by Emergency Management Function in the work plan document and are part of the Annual EMPG/LEMS Program Application along with the Staffing Plan, Program Budget and other required forms. Subrecipient will execute and complete the projects as specified and outlined in their approved 2019 Special Project application.
   - **1.2 Project Expenses.** Project expenses include the costs to Project expenses include the costs for salaries and benefits for Grantee's emergency manager and emergency management staff, travel, emergency management office operating costs, and the costs associated with, emergency management exercises, training and planning. Eligible project expenses are reimbursed upon submittal of the quarterly request for reimbursement form. The maximum reimbursement will not exceed 50% of project expenses. No more than 5% of this Grant may be used for Management and Administration (M&A) costs. Note: salaries of local emergency managers are not typically categorized as M&A, unless the local Emergency Management Agency (EMA) chooses to assign personnel to specific M&A activities. Additional specific eligible and ineligible cost information is listed in the 2019 EMPG program guidance now known as the "Notice of Funding Opportunity" (NOFO) at https://www.fema.gov/media-library/assets/documents/178513. All eligible expenses are listed in the budget agreement amount table §8 of this Statement of Work (SOW).
   - **1.3 Non-Federal Match:** This non-federal match section ☒ applies to or does not apply ☐ to this Grant. If it applies, this Grant requires a non-federal match contribution of _50_ % of the total Grant budget. Documentation of expenditures for the non-federal match contribution is required with each drawdown request. If applicable the match ☒ may or may not ☐ include in-kind match.
2. **DELIVERABLES:**
   - **2.1** Grantee shall submit narrative and financial reports describing project progress and accomplishments, any delays in meeting the objectives and expenditures to date as described in §3 of this Statement of Work.
3. **REPORTING REQUIREMENTS:**
   - **3.1 Financial Status and Progress Reports**. The project(s) approved in this Grant are to be completed on or before the termination date stated on the Award Letter. Grantee shall submit one financial status and programmatic progress reports for each project identified in this agreement using the forms provided by the Colorado Division of Homeland Security and Emergency Management throughout the life of the grant. One copy of each required report with original or electronic signatures shall be submitted in accordance with the schedule below:

| Report Period | Due Date |
|---|---|
| July 1, 2020 – March 31, 2021 | April 30, 2021 |
| April 1, 2021 – July 30, 2021 | August 30, 2021 |

**3.2 Final Reports:** Grantee shall submit final financial status and progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the project/grant period. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds. The final reports may substitute for the quarterly reports for the final quarter of the grant period. If all projects are completed before the end of the grant period, the final report may be submitted at any time before its final due date. Further reports are not due after the Colorado Division of Homeland Security and Emergency Management has received, and sent notice of acceptance of the final grant report.

**4. TESTING AND ACCEPTANCE CRITERIA:**

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

**5. PAYMENT:**

**5.1 Payment Schedule**: Grantee shall submit requests for reimbursement using the Colorado Division of Homeland Security and Emergency Management's provided form at least quarterly. One original or electronically signed/submitted copy of the reimbursement request is due on the same dates as the required financial reports. All requests shall be for eligible actual expenses incurred by Grantee, as described in detail in the budget table(s) of this Statement of Work. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution. If any financial or progress reports are delinquent at the time of a payment request, the Colorado Division of Homeland Security and Emergency Management may withhold such reimbursement until the required reports have been submitted.

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

**5.3 Remittance Address.** If mailed, payments shall be sent to the representative identified in **§6** of this SOW Grant Representative:

**GUNNISON COUNTY EMERGENCY MANAGEMENT**
**200 E. VIRGINIA AVE**
**GUNNISON, CO 81230**

**6. PRINCIPAL REPRESENTATIVES:**

**For the State:**
Larisa Cannon, Grants & Contracts Manager
Department of Public Safety,
Division of Homeland Security & Emergency Management
8000 S. Chester Street, Suite 575
Centennial, CO 80112
Larisa.Cannon@state.co.us

**For Grantee:**
Scott Morrill Emergency Management
GUNNISON COUNTY
200 E. VIRGINIA AVE
Gunnison, CO 81230
smorrill@gunnisoncounty.org

## 7. ADMINISTRATIVE REQUIREMENTS

**Required Documentation**: Grantees shall retain all procurement and payment documentation on site for inspection. This shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports.

**7.1** Sufficient detail shall be provided with reimbursement requests to demonstrate that expenses are allowable and appropriate as detailed below:

**7.1.1** **Equipment or tangible goods**. When requesting reimbursement for equipment items with a purchase price of or exceeding $10,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee's invoice and proof of payment. The unique identifying number can be the manufacturer's serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that equipment items with per unit cost of $10,000 or more are prominently marked in a manner similar to the following: Purchased with funds provided by the U.S. Department of Homeland Security.

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

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

**7.2.1** Any sole source transaction in excess of $250,000 shall be approved in advance by the Colorado Division of Homeland Security and Emergency Management.

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

**7.2.3** Grantee shall verify that the Contractor is not debarred from participation in state and federal programs. Sub-grantees should review contractor debarment information on http://www.sam.gov.

**7.2.4** When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subgrantees shall use the phrase -"This project was supported by grant #19EM-20-101, issued by the Colorado Division of Homeland Security and Emergency Management."

**7.2.5** Grantee shall verify that all purchases are listed in **§1 or §7** of this SOW. Equipment purchases, if any, shall be for items listed in the Approved Equipment List (A.E.L) for the grant period on the Responder Knowledge Base (RKB), at https://www.fema.gov/authorized-equipment-list. Additionally, funds used to support emergency communications activities should comply with the FY 2019 SAFECOM Guidance for Emergency Communication Grants, at https://www.911.gov/pdf/OEC_SAFECOM_Guidance_Emergency_Communications_Grants_FY_2019.pdf

**7.2.6** Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased

with Grant Funds having a purchase value of $10,000 or more, are assigned without the prior written consent of the Colorado Division of Homeland Security and Emergency Management.

**7.2.7** Grantee shall ensure that all funds are needed to supplement and not to supplant the Grantee's own funds.

**7.3 Additional Administrative Requirements:**

**7.3.1** The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by the Colorado Division of Homeland Security and Emergency Management.

**7.3.2** All applicant agencies that will or have purchased resources with grant funds provided through Colorado Division of Homeland Security and Emergency Management, must agree to participate in the State Emergency Management Resource program through the Colorado Resource Rate Form (CRRF) and update their availability status as requested.

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

## 8. BUDGET AGREEMENT AMOUNT TABLE:

| *Project Activity/Line Item* | *Federal Share* | *Required Non-Federal Local Share* | *Total Project* |
|---|---|---|---|
| EMPG Activities | $10,256.00 | $10,256.00 | $20,512.00 |
| **Total Award Amount** | | | **$10,256.00** |

# STATE CONTROLLER POLICY

## State of Colorado Small Dollar Grant Award Terms and Conditions

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

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

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

**4. Definitions.** The following terms shall be construed and interpreted as follows: **(a)** "**Award**" means an award by a Recipient to a Subrecipient; **(b)** "**Budget**" means the budget for the Work described in this Agreement; **(c)** "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(d)** "**UCC**" means the Uniform Commercial Code in CRS Title 4; **(e)** "**Effective Date**" means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f)** "**Federal Award**" means an award of federal financial assistance or a cost-reimbursement contract, , by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; **(g)** "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient; **(h)** "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i)** "**Matching Funds**" mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j)** "**Recipient**" means the State agency identified on the face of the Small Dollar Grant Award; **(k)** "**Subcontractor**" means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l)** "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m)** "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and **(n)** "**Work**" means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

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

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

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

on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

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

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

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

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

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

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

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

**15. Reimbursement of Grantee Costs.** If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are **(a)** reasonable and necessary to accomplish the Work, and **(b)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

**16. Close-Out.** Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined

in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

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

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

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

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

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

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

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

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

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

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

**27. Termination for Cause**. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

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

and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

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

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

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

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

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

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

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

**36. Public Contracts for Services.** [***Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services***] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

**37. Public Contracts with Natural Persons.** Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

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

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

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

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

**C. Information Confidentiality.** Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at http://oit.state.co.us/ois, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange

Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

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

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

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

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

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

**I. Safeguarding PII.** If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq*.

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

**K. Information Technology.** To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies. Grantee shall not allow remote access to State Records from outside the United States, including access by

Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

# FEDERAL PROVISIONS

## 1. APPLICABILITY OF PROVISIONS.

1.1. The Grant Award Letter to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Federal Provisions shall control.

## 2. DEFINITIONS.

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

2.1.1. "Agreement" means the Grant Award Letter to which these Federal Provisions are attached and includes all Award types in §2.1.2.1 of this Exhibit.

2.1.2. "Award" means an award of Federal financial assistance, and the agreement setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2.1. Awards may be in the form of:

2.1.2.1.1. Grants;

2.1.2.1.2. Contracts;

2.1.2.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

2.1.2.1.4. Loans;

2.1.2.1.5. Loan Guarantees;

2.1.2.1.6. Subsidies;

2.1.2.1.7. Insurance;

2.1.2.1.8. Food commodities;

2.1.2.1.9. Direct appropriations;

2.1.2.1.10. Assessed and voluntary contributions; and

2.1.2.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

2.1.2.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

2.1.2.2. Award ***does not*** include:

2.1.2.2.1. Technical assistance, which provides services in lieu of money;

2.1.2.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

2.1.2.2.3. Any award classified for security purposes; or

2.1.2.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

2.1.3. "Contractor" means the party or parties to an Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

2.1.4. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

2.1.5. "Entity" means all of the following as defined at 2 CFR part 25, subpart C;

2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;

2.1.5.2. A foreign public entity;

2.1.5.3. A domestic or foreign non-profit organization;

2.1.5.4. A domestic or foreign for-profit organization; and

2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

2.1.6. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.7. "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

2.1.8. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37

2.1.9. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

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

2.1.11. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award.

2.1.12. "Subaward" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.13. "Subrecipient" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal

funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

2.1.14. "Subrecipient Parent DUNS Number" means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

2.1.15. "Federal Provisions" means these Federal Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2.1.16. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

2.1.17. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

2.1.17.1. Salary and bonus;

2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.17.4. Change in present value of defined benefit and actuarial pension plans;

2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.18. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

2.1.19. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.20. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

**3. COMPLIANCE.**

3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

**4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.**

4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

**5. TOTAL COMPENSATION.**

5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $25,000 or more; and

5.1.2. In the preceding fiscal year, Contractor received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

**6. REPORTING.**

6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act.

No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Agreement price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Agreement and shall become part of Contractor's obligations under this Agreement.

**7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.**

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

**8. SUBRECIPIENT REPORTING REQUIREMENTS.**

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

8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient DUNS Number;

8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient Parent DUNS Number;

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

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

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

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

8.1.2.1. Subrecipient's DUNS Number as registered in SAM.

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

**9. PROCUREMENT STANDARDS.**

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

9.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 10. ACCESS TO RECORDS

10.1. A Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

## 11. SINGLE AUDIT REQUIREMENTS

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. **Exemption.** If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

**12. CONTRACT PROVISIONS FOR SUBRECEPIENT CONTRACTS**

12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.

12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.1.1. During the performance of this contract, the contractor agrees as follows:

12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24,

1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include

a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

12.1.3. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**13. CERTIFICATIONS.**

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

**14. EXEMPTIONS.**

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Contractor with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14.3. There are no Transparency Act reporting requirements for Vendors.

**15. EVENT OF DEFAULT.**

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Agreement and the State of Colorado may terminate the Agreement upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Agreement, at law or in equity.

# EFT DIRECT DEPOSIT AUTHORIZATION FORM

COLORADO
Office of the State Controller
Department of Personnel & Administration

## SECTION I (DEPARTMENT USE) - PAYOR, STATE INFORMATION

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

## SECTION II - PAYEE, VENDOR INFORMATION

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

## SECTION III - DEPOSITORY FINANCIAL INSTITUTION AND ACCOUNT INFORMATION

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

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

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

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

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

PRINTED NAME _____ TITLE _____
SIGNATURE _____ DATE _____

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Grant Application; Town of Crested Butte; Gunnison

**Action Requested:** Other County Manager Approval to apply

**Parties to the Agreement:** Town of Crested Butte

**Term Begins:** 5/1/2021 **Term Ends:** 12/31/2021 **Grant Contract #:**

**Summary:**

Seeking approval to apply for $4,000 to Town of Crested Butte grant application for early childhood teacher stipend for credential level.

**Fiscal Impact:**

**Submitted by:** Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 4/2/2021

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

**Name of Organization**

Gunnison-Hinsdale Early Childhood Council (GHECC) housed under Gunnison County Department of Health and Human Services

**Contact Name**

Lana Athey – GHECC Co- Coordinator, lathey@gunnisoncounty.org

**Mailing Address**

220 N. Pine Street, Gunnison, CO 81230

**Email**

lathey@gunnisoncounty.org

**Phone**

(970)641-3244

**Legal Status If 501(c)(3) provide a copy of IRS determination letter (first time requestors only):**

Government Entity

**Mission Statement or Purpose of Organization:**

The Mission of the Gunnison Hinsdale Early Childhood Council is to expand and improve early childhood services and educational opportunities for families in Gunnison and Hinsdale counties.

**Project Name**

Crested Butte Early Childhood Educator Stipend Program

**Amount Requested:**

$4,000

**Total Amount for Project Source of Other Funding (list revenue sources, other partner organizations, etc)**

TOTAL PROJECT AMOUNT: $10,000

The City of Gunnison has provided $4,000 to award Early Childhood Educators that work in Gunnison Centers with a stipend

$2,000 GHECC staff time to process stipend payments

**Date(s) Commitment of Funds and Actual Funds are needed**

May 2021 – December 2021

**Provide a summary of this project and how it will benefit the Crested Butte Community**

The GHECC will work to support early childhood programs in recruiting and retaining early childhood educators through a reward system. GHECC staff will work closely with Crested Butte childcare providers to encourage new and existing early childhood professionals to work towards achieving Levels 2-5 early childhood credential through the Colorado Shines Professional Development Information System. EC Professionals will receive a small stipend upon completion of each level of the early childhood credential system. Stipends will be rewarded as follows:

- $100 registering in the Colorado Shines Professional Development Information System and/or Level 1 Early Childhood Credential
- $200 Level 2 Early Childhood Credential
- $300 Level 3 Early Childhood Credential
- $400 Level 4, 5, or 6 Early Childhood Credential

The GHECC has also secured a small amount of funding from the City of Gunnison to support awarding EC educators with a small stipend based on their EC credential level. Currently, this program is only available to EC educators employed with licensed centers in the City of Gunnison. The Council would like to scale this program to support EC educators throughout the Gunnison Valley.

In a recent local survey that captured the responses of 70% of Gunnison County's early childhood workforce 21% of respondents stated that they considered leaving their position in the year prior to the COVID19 pandemic, and 38% said they considered leaving their position in the last year. One early childhood center stated that they have gone through approximately 15 employees in the last year to fill their 6 current teaching positions. Another Crested Butte center stated they had employed 22 teachers in 2020 in order to fill the 9 positions within their early childhood program. EC workforce turnover is one of the biggest challenges that our early childhood centers face.

Nationwide, the early childhood workforce is underpaid, overworked, and unappreciated. The Council plans to shift this dynamic in the communities that we serve by awarding our EC educators for their hard work in the field and give them recognition for the important role that they play in our community. The council expects this program will motivate EC educators to work toward obtaining a higher EC credential level. Although the stipend amounts will not be large, the council does believe that it will go miles to recognize our EC educator's achievements.

**Submitted by:** Lana Athey

**Date:** March 30, 2021

**Please list any supporting documents being submitted along with this application:**

Gunnison County Early Childhood Workforce Survey Results

# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Grant Application; Colorado Department of Public H

**Action Requested:** County Manager Signature

**Parties to the Agreement:** CDPHE

**Term Begins:** 4/1/2021 **Term Ends:** 9/30/2021 **Grant Contract #:**

**Summary:**

CDPHE grant for $30,000 for seed funding for the Gunnison County Health Coalition.

**Fiscal Impact:**

**Submitted by:** Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 4/2/2021

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

Comments:
I am concerned that the submission does not reflect the entire agreement, but am relying upon HHS's assurance that it does. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/31/2021 Certificate of Insurance Required

Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

# STATEMENT OF WORK

**I. Entity Name:** Gunnison County Public Health

**II. Project Description:** This project serves to support local, cross-jurisdictional, and regional Local Public Health Agency (LPHA) partnership activities during the current Preventive Health and Health Services Block Grant cycle ending on September 30, 2021. These foundational activities increase efficiencies, economies of scale and collaboration between LPHAs and partners within their jurisdictions by aligning strategic, cross-jurisdictional local public health agency partnerships with the updated Colorado Core Public Health Services and Capabilities model. The updated Colorado Core Public Health Services and Capabilities model is a framework used to modernize government public health to meet a growing population and address complex public health needs. The Covid-19 pandemic has uncovered partnership needs and has created an intense need to do all work more efficiently and effectively. This health project will implement a work plan to coordinate LPHA cross-jurisdictional sharing activities and partnership activities for **Gunnison Valley Health Coalition** on behalf of the **Gunnison County Health and Human Services, Gunnison Valley Health, Gunnison County Juvenile Services, Community Foundation of the Gunnison Valley, Crested Butte State of Mind, Center for Mental Health, Western Colorado University**. The implementation, monitoring and evaluation of strategic and cross-jurisdictional partnerships and outcomes will benefit the citizens of Colorado.

**III. Definitions:**

1. LPHA: local public health agency
2. CDPHE: Colorado Department of Public Health and Environment
3. CHAPS: Colorado Health Assessment and Planning System
4. OPHP: Office of Public Health Practice, Planning, and Local Partnerships
5. PHIP: Public Health Improvement Plan

**IV. Work Plan:**

<table>
<tr><td colspan="2">Goal #1: Increase efficiency and effectiveness of Colorado's public health system by increasing local public health agency capacity to implement, monitor and evaluate strategic, cross-jurisdictional local public health agency partnerships.</td></tr>
<tr><td colspan="2">Objective #1: No later than the expiration date of this contract, coordinate Gunnison Valley Health Coalition on behalf of Gunnison County Health and Human Services, Gunnison Valley Health, Gunnison County Juvenile Services, Community Foundation of the Gunnison Valley, Crested Butte State of Mind, Center for Mental Health, Western Colorado University to build partnership capacity through the completion of regional projects.</td></tr>
<tr><td>Primary Activity #1</td><td>The Contractor shall prepare a partnership work plan.</td></tr>
<tr><td>Sub-Activities #1</td><td>1. The Contractor shall prepare a partnership work plan with all partnership members.<br>2. The Contractor shall use the CDPHE CHAPS website for assessment and planning guidance.<br>3. The Contractor shall attend at least one (1) phone call with OPHP.</td></tr>
</table>

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| | |
| **Primary Activity #2** | The Contractor shall implement the work plan. |
| **Sub-Activities #2** | 1. The Contractor shall coordinate the partnership members to implement the work plan.<br>2. The Contractor shall monitor the work plan once implemented.<br>3. The Contractor shall create:<br>a. Position description(s) for proposed part-time position(s)<br>b. Plan with budget breakdown of communication and operating costs |
| **Primary Activity #3** | The Contractor shall prepare reports. |
| **Sub-Activities #3** | 1. The Contractor shall prepare a mid-year progress report.<br>2. The Contractor shall prepare a final report. |
| | |
| **Standards and Requirements** | 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.<br>2. The partnership work plan shall be aligned with the Colorado Core Public Health Services model. This model is incorporated and made a part of this contract by reference and is available at the following website: https://drive.google.com/file/d/1pk4id8GIKChw3HoyOwgMDy6Yb5VvAtri/view?usp=sharing.<br>3. The Colorado Core Public Health Services rule 6 CCR 1014-7, Core Public Health Services, effective January 1, 2020 is incorporated and made a part of this contract by reference and is available at the following website: https://www.sos.state.co.us/CCR/eDocketDetails.do?trackingNum=2019-00101.<br>4. The Contractor shall meet the minimum requirements set forth in the Colorado Public Health Act and the voluntary Public Health Accreditation Board standards. The Colorado Public Health Act is incorporated and made a part of this contract by reference and is available at the following website found at Section 25-1-505 CRS et seq. Title 25 - Public Health and Environment - Article I: Administration - Part 5 Public Health Act - Subpart 2 Public Health Plans: Act) https://advance.lexis.com/container/?pdmfid=1000516&crid=ce3c1f07-423b-4cb6-b85d-e044d3df3322&func=LN.Advance.ContentView.getFullToc&nodeid=AAZAABAABAAF&typeofentry=Breadcrumb&config=0345494EJAA5ZjE0MDIyYy1kNzZkLTRkNzktYTkxMS04YmJhNjBlNWUwYzYKAFBvZENhdGFsb2e4CaPI4cak6laXLCWyLBO9&action=publictoc&pddocfullpath=%2fshared%2fdocument%2fstatutes-legislation%2furn%3acontentItem%3a5TYF-BMJ0-004D-1233-00008-00&pdtocfullpath=%2fshared%2ftableofcontents%2furn%3acontentItem%3a8001-T0H0-Y905-54R2-00008-00&ecomp=bgqfkkk&prid=bfdefa9a-646d-4963-ae3f-57da52203d6e<br>5. The Contractor shall use the Colorado Health Assessment and Planning System (CHAPS) guidance as a technical assistance resource for assessment and planning related activities. This document is incorporated and made a part of this contract by reference and is available at the following website: https://www.colorado.gov/pacific/cdphe-lpha/chaps |

| | |
|---|---|
| | 6. OPHP will provide technical assistance to the Contractor within five (5) business days of receipt of a question.<br>7. OPHP will provide the work plan template no later than fifteen (15) days after contract execution.<br>8. The work plan shall include the following:<br>a. Partnership coordination activities.<br>b. Funding distribution to partnership members.<br>c. Regional project goals.<br>d. Regional project objectives.<br>e. Regional project activities.<br>f. Foundational Public Health Services Partnership Capability related performance measures.<br>g. Partnership capacity building performance measures.<br>h. Equity specific performance measures.<br>i. Work plan evaluation measures.<br>9. OPHP will schedule the phone call with the Contractor no later than fourteen (14) days before the phone call.<br>10. OPHP will provide the mid-year progress report template no later than forty-five (45) days after contract execution.<br>11. The reports shall include input from all partnership member agencies.<br>12. OPHP will provide the final report template no later than sixty (60) days before the end of the contract.<br>13. The Contractor shall update the work plan if proposed outcomes and performance measures are not being met.<br>14. If the Contractor updates the work plan then the Contractor shall submit the revised work plan no later than seven (7) days after the work plan has been updated. |
| | |
| **Expected Results of Activity(s)** | 1. Increased capacity in the coordination and implementation of a local public health agency, cross-jurisdictional partnership.<br>2. Increase alignment between local public health agency cross-jurisdictional partnerships and projects with the new Colorado Public Health Services and Capabilities model.<br>More efficient and effective delivery of core public health services across multiple jurisdictions that may not occur without the work of the **Gunnison Valley Health Coalition**. |
| **Measurement of Expected Results** | 1. Number of completed work plan activities.<br>2. Number of performance measures met in the work plan.<br>3. Number of work plan activities that align with the Colorado Core Public Health Capability Partnership operational definitions.<br>4. Final report's answer around the perception of capacity change due to implementation of partnership work plan. |
| | |

| | | |
|---|---|---|
| | | **Completion Date** |
| **Deliverables** | 1. The Contractor shall submit the partnership work plan via email to the Director of the Office of Public Health Practice, Planning, and Local Partnerships. | No later than thirty (30) days after the contract execution |

| | | |
|---|---|---|
| | 2. The Contractor shall attend one (1) phone call scheduled with OPHP staff. | No later than thirty (30) days after the contract execution |
| | 3. The Contractor shall submit via email to the Director of the Office of Public Health Practice, Planning, and Local Partnerships:<br>a. Position description(s) for proposed part-time position(s). Update CDPHE OPHP on the status of the position in the mid-year report.<br>b. Plan with budget breakdown of communication and operating costs. | Ongoing and no later than thirty (30) days before the end date of the contract |
| | 4. The Contractor shall submit the mid-year progress update using a template provided by OPHP via email to the Director of the Office of Public Health Practice, Planning, and Local Partnerships. | No later than the June 15, 2021 |
| | 5. The Contractor shall submit the final report using a template provided by OPHP via email to the Director of the Office of Public Health Practice, Planning, and Local Partnerships. | No later than thirty (30) days before the end date of the contract |

**V. Additional Provisions:**

**The following terms and conditions are in addition to the standard purchase order terms and conditions and are to be read and interpreted in conjunction with the provisions of the purchase order.** Wherever used in the following provisions, "Contractor" and "Vendor" shall have the same meaning. Contractor and/or Vendor – any party to which a Purchase Order is issued.

A. Payment of half (½) of the total amount will be distributed in the first and second halves of the Purchase Order Term.

**VI. Monitoring:**

CDPHE's monitoring of the purchase order for compliance with performance requirements will be conducted throughout the purchase order period by the Director of the Office of Public Health Practice, Planning, and Local Partnerships. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable

**VII. Resolution of Non-Compliance:**

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

**VIII. Attestation:**

The Vendor agrees to perform services in accordance with the terms and conditions of the Purchase Order to include Statement of Work and Budget.

Contractor Name (Print) and Title

Contractor Signature

Date

Grant ends 9/30/2021  April 1 - Sept 30 = 26 weeks

| | | |
|---|---|---|
| Coordinator | 12000 | 15 hr/week |
| Health Navigator | 11000 | 14 hr/week |
| Stipends for Participation | 1400 | 2 Community member participants for 26 weeks |
| Operations | 5600 | |
| Total | 30000 | |

# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Commercial Lease Agreement; Tom Keating, d/b/a Kea

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Gunnison County and Tom Keating dba Keating Wood Floors

**Term Begins:** 4/1/2021 **Term Ends:** 3/31/2022 **Grant Contract #:**

**Summary:**

Agreement with Tom Keating to lease property from the Airport for the purpose of operating a commercial business.

**Fiscal Impact:** Monthly rent: $775.00. For a total annual amount of: $9,300.00

**Submitted by:** Stephanie Williams **Submitter's Email Address:** swilliams@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 4/2/2021

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

Comments:
Reviewed and appears legally sufficient, Tenant must provide proof of insurance within 30 days. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 4/2/2021 Certificate of Insurance Required

Yes (●) No ( )

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

## COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is dated as of this ____ day of _____, 2021 (the "Effective Date") by and between the **BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO**, a body corporate and politic, on behalf of the **GUNNISON-CRESTED BUTTE REGIONAL AIRPORT** (the "County") and **TOM KEATING, D/B/A KEATING WOOD FLOORS INC.**, (the "Tenant").

## RECITALS

A. The County is the owner and operator of the Gunnison-Crested Butte Regional Airport (the "Airport") and the County owns the real property located in the City of Gunnison, Gunnison County, Colorado as more particularly described in Exhibit A, commonly known as 711 S. 10th Street and 725 S. 10th Street, Units A, A-1, B, C and D, Gunnison, CO 81230 (the "Building").

B. The Building is located within an area directly adjacent to the Airport, sometimes referred to as a land-side property, and the County desires to lease a portion of the Building as more particularly described in Exhibit B, also known as 725 S. 10th Street, Unit A, Gunnison, CO 81230 (the "Leased Premises") to the Tenant.

C. The Tenant desires to lease the Leased Premises from the County for the purpose of wood flooring business and all related purposes including but not limited to retail, consultations, designing and installation and in accordance with the terms and provisions of the Lease and any applicable Airport regulations and the County desires to lease the Leased Premises to the Tenant.

## AGREEMENT

For and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Tenant agree as follows:

## ARTICLE I. THE LEASED PREMISES

**Section 1.01** The Leased Premises. The County leases to the Tenant and the Tenant leases from County, upon the terms and provisions of this Lease and subject to the provisions of the applicable Airport regulations, including but not limited to Federal Aviation Regulations Part 77, exclusive use of the Leased Premises as shown on Exhibit B. The Tenant shall have non-exclusive access to shared parking directly in front of the Building fronting Railroad Ave. and behind the Building, off the alley between S. 9th St. and S. 10th St., all designated as common space equally shared by all tenants of the Building as shown on Exhibit B. **In no event shall any parking be permitted along either side of S. 10th Street along the side of the Building or against any of the Airport's runway fencing**. For purposes of clarity, this Lease does not permit the Tenant to use any portion of the Airport facility or property. Tenant, any of its employees, agents, guests, licensees or invitees must abide by all posted Airport signage and regulations.

**Section 1.02** Fixtures, Furniture and Equipment. As part of the Leased Premises, County includes fixtures, furniture and equipment as described in Exhibit C. Subject to prior written approval by the County, Tenant may purchase and install additional fixtures, furniture and equipment within the Leased Premises that it has exclusive use of. Any such purchase and installation shall be at the Tenant's own expense. The County and Tenant shall jointly verify the existing fixtures, furniture and equipment in Exhibit C as well as catalog any Tenant-provided fixtures, furniture and equipment.

**Section 1.03** Condition of Leased Premises. The Tenant has had an opportunity to inspect the Leased Premises and acknowledges that it is fit for Tenant's use and enjoyment. The taking of possession of the Leased Premises shall be deemed an acceptance of the same by the Tenant in its "AS IS" condition without any obligation whatsoever on the part of the County to repair, remodel, reconstruct or modify the Leased Premises for the Tenant. The Tenant has had an opportunity to inspect and measure the Leased Premises and acknowledges that the approximate square footage of the Leased Premises is **one thousand and five hundred (1,500)** square feet.

**Section 1.04** Permitted Use. The Tenant shall use the Leased Premises solely for the purpose(s) described above at D of the Recitals, as approved by the County and other related business purposes. No other use shall be permitted without the County's prior written consent.

**Section 1.05** No Hazardous Use, Nuisance or Waste Permitted on Leased Premises. The Tenant shall not use or permit the Leased Premises to be used for any business or purpose deemed by the County to be hazardous, or in any manner as to constitute a violation of any federal, state, county, and local laws, rules, regulations, requirements or orders of any lawful governmental or public authority relating to the Leased Premises. Tenant covenants and agrees at its sole cost and expense to fully and promptly comply with all such laws, regulations, ordinances and every order or regulation enacted by such authorities, including but not limited to, the United States, the County of Gunnison, the State of Colorado and the Federal Aviation Administration. The Tenant agrees that it shall not permit any noxious or offensive activity on the Leased Premises or allow any nuisance to exist on the Leased Premises which may cause disturbance to other tenants of the Building or to others on adjacent or nearby property. Further, the Tenant agrees that nothing shall be done or kept on the Leased Premises which might impair the value of the Leased Premises or which would constitute waste.

**Section 1.06** No Smoking, Vaping and E-Cigarettes. Smoking, vaping and the use of e-cigarettes is not permitted on the Leased Premises, in the Building or in any County building. The Tenant may, at the Tenant's discretion, permit its employees and invitees to smoke, vape or use e-cigarettes outside of the Leased Premises and Building; provided, however, that such activities must occur at a distance of at least twenty-five (25) feet from any entrance. Smoking, vaping and e-cigarette use is not permitted in any location where prohibited by law or regulations governing the Airport. The Tenant shall remove all smoking, vaping and e-cigarette debris (including wrappers, butts and matches) from the Leased Premises and Building at least twice per week. If this task is not performed to the satisfaction of the County, the County may

remove such debris and charge the cost of removal, plus an administrative fee of 50% of such cost, to the Tenant.

## ARTICLE II. TERM

**Section 2.01** Term. The term of this Lease shall be a period of one (1) year (the "Term"), commencing on **April 1, 2021** (the "Commencement Date") and ending on **March 31, 2022** unless terminated earlier in accordance with the terms of this Lease.

**Section 2.02** Option to Extend. Upon expiration of the Term and provided that the Tenant is not in default of its obligations under this Lease, the Tenant may request an extension of this Lease for additional one (1) year periods (each an "Extended Term"), upon the same terms and conditions, but any such grant of an Extended Term shall solely be at the County's discretion. The Tenant shall make any such request for an Extended Term by providing written notice to the County no later than sixty (60) days prior to the expiration of the Term or Extended Term and no earlier than six (6) months prior to the expiration of the Term or Extended Term. Rent, for each Extended Term, if granted, shall be adjusted as set forth in this Lease.

## ARTICLE III. RENT

**Section 3.01** Rent. The Tenant shall make annual rental payments (the "Annual Rent") for the Premises of **nine thousand and three hundred and 00/100 U.S. Dollars ($9,300.00)** payable in monthly installments in advance on the first day of each month of **seven hundred and seventy-five and 00/100 U.S. Dollars ($775.00)**. The Tenant shall pay as "Additional Rent" all other payments of whatever nature that Tenant has agreed to pay or assume under this Lease, Annual Rent and Additional Rent may be referred to collectively as "Rent." The payment of Rent shall begin on the Commencement Date.

**Section 3.02** Extended Term Increased Annual Rent. Effective for any Extended Term, the Annual Rent shall be adjusted by the greater of either (1) the CPI Adjustment as described below, or (2) a flat three percent (3%) increase in the Annual Rent. The "CPI Adjustment" shall be calculated using the Bureau of Labor Statistics (BLS) CPI inflation calculator using the monthly installment of Annual Rent for the January of the expiring Term or Extended Term compared to the January of the year in which the Extended Term shall begin.

**Section 3.03** Security Deposit. The Tenant has previously paid, and the County continues to hold a security deposit in the amount of **seven hundred and 00/100 U.S. Dollars ($700.00)**. This security deposit will be held by the County to ensure the Tenant's faithful performance of all of the terms, conditions and covenants of this Lease. The County may apply the security deposit to cure any default. The Tenant may not apply the security deposit to the payment of Annual Rent or for the performance of other obligations. The County will refund the security deposit within 30 days after termination of the Lease, less any deductions for past due amounts or damage to the Leased Premises.

**Section 3.04** Manner of Payment. All amounts due under this Lease shall be paid on the first of each month during the Term or any Extended Term and paid to the County at

Gunnison County Finance
200 E. Virginia Ave.
Gunnison, CO 81230
Attn: Juan Guerra, Interim Finance Director

or at such place as County designates by proper notice as provided in Section 18.12. All checks shall be subject to collection and the Tenant shall pay all bank charges incurred by the County as a result of dishonor. Any Rent or fees not received by the County within five (5) days of the applicable date due shall incur a late fee of ten and 00/100 U.S. Dollars ($10.00) per day until paid. The County shall apply all payments received first to past due amounts and second to current Rent and fees.

**Section 3.05** Proration. If the Term or Extended Term commences on a day other than the first calendar day of a month, then Tenant shall pay to County a prorated monthly installment of Annual Rent, calculated using the number of days that exist prior to the first day of the succeeding month, with a similar adjustment being made at the termination of the Lease.

## ARTICLE IV. MAINTENANCE; UTILITIES; INSEPCTIONS

**Section 4.01** Tenant Maintenance Obligations. Throughout the duration of the Lease, the Tenant agrees to: (1) maintain the Leased Premises and all non-affixed improvements, fixtures, furnishings and equipment in good working order and repair; (2) keep the interior of the Leased Premises painted, clean and sanitary, (3) keep paved walkways leading to the Leased Premises clear of ice, snow, litter and debris, (4) perform routine maintenance of the Leased Premises, including, but not limited to, maintaining any landscaping adjacent to the Leased Premises, restroom plumbing, lighting, ballasts, doors and locks. The Tenant shall not overload the floors or walls of the Leased Premises. The Tenant shall be responsible for janitorial services for the Leased Premises. For purposes of this Section 4.01, "routine maintenance" shall mean any repair or maintenance done in the ordinary course for the purpose of preserving machinery, equipment and improvements in good working order and condition and shall not include any extraordinary maintenance or repair.

**Section 4.02** Failure to Maintain. Should the Tenant fail to maintain the Leased Premises in a satisfactory manner according to the terms of this Lease, the County may conduct such maintenance on behalf of the Tenant, and the Tenant shall reimburse the County for all costs and expenses plus an administrative charge of 50% of such costs incurred in connection with such maintenance.

**Section 4.03** Service and Maintenance by Professionals. All Tenant maintenance obligations at the Leased Premises shall only be performed by qualified or licensed service professionals. Upon request by the County, Tenant shall promptly provide a list of all service agreements, a copy of any service agreements in place as well as contact information for personnel providing such services to Leased Premises. The County shall have the right to enter the Leased Premises as more specifically set forth in Section 4.07 below, to determine compliance with this Section 4 of the Lease.

**Section 4.04** Utilities. The Tenant shall be responsible for obtaining all utilities associated with the Leased Premises, including but not limited to, electricity, heat, internet service, telecommunications services, snow removal, trash removal and any other services not provided by the County to the Leased Premises at the Tenant's sole cost and expense. To the extent the provision of additional services to the Leased Premises requires alterations of the Building, the Tenant shall comply with the terms of Article V below. The disruption, failure, lack or shortage of any service or utility due to any cause whatsoever shall not affect any obligation of the Tenant hereunder, and the Tenant shall faithfully keep and observe all the terms, conditions and covenants of this Lease and pay all Rent due hereunder, all without diminution, credit or deduction. The County shall not be liable for any failure to make any repairs or to perform any maintenance to utilities unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to the County by the Tenant. If any maintenance or repair is necessitated due to the acts or omissions of the Tenant, its employees, agents or invitees, the Tenant shall pay the costs of such repairs or maintenance to the County within thirty (30) days after receipt of an invoice, together with an administrative charge in the amount equal to fifteen percent (15%) of the cost of the repairs. The County shall not be liable to Tenant for any interruption of Tenant's business or inconvenience caused due to any work performed within the Leased Premises or Building. To the extent allowed by law, the Tenant waives the right to make repairs at the County's expense under any law, statute or ordinance now or hereafter in effect.

**Section 4.05** County Provided Services. Notwithstanding the above, the County shall provide to the Tenant during the Lease, as part of the rental consideration, the following services: **water and sewer**

**Section 4.06** Inspection of Leased Premises. The Tenant will permit the County, its representatives or agents to make inspection of the Leased Premises at any time to confirm compliance with the terms of this Lease. If there is a potential (based upon reasonable facts or circumstances) or an actual material breach or violation of this Lease, or if an emergency exists which necessitates the County's access to the Leased Premises in the County's sole discretion, the County shall have the right to enter upon and inspect the Leased Premises and to do any reasonable act or thing in order to enforce its rights and obligations under this Lease. In all cases except an emergency, the County shall give the Tenant twenty-four (24) hours prior written notice, which shall specify the particular purpose for entering onto the Leased Premises.

**Section 4.07** Accident Reports. In the case of an accident or emergency, Tenant agrees to cooperate with the County in the formulation of an action plan and any response to media inquiries. All accidents, significant occurrences, incidents, situations requiring official reporting or action, including law enforcement response, shall be reported to the County as soon as possible but no later than the next business day. Reports provided must include the name, address, telephone number for any injured persons and any witnesses, any statements collected, a description of the accident including when, where and how it occurred, a

description of any bodily injury or property damage and the action taken by Tenant or other persons.

## ARTICLE V. IMPROVEMENTS; ALTERATIONS; ADDITIONS

**Section 5.01** Requirements for Improvements; Alterations; Additions. No improvements, alterations or additions ("Alterations") shall be made to the Leased Premises by the Tenant without prior written consent of the County, including but not limited to, Alterations of Building walls, roofs, support, finishes, any mechanical, electrical or plumbing system, carpet, paint, interior remodel of spaces and any exterior alterations. In such event, any permitted Alterations shall be performed subject to the following conditions.

**(a)** Prior to the construction of any Alterations, the Tenant shall submit Detailed Plans and Specifications to the County for approval. "Detailed Plans and Specifications" means drawings, maps or plans depicting the location, character, dimension and details of the Leased Premises and all improvements the Tenants desires to make to the Leased Premises. The Detailed Plans and Specifications may include, without limitation, construction details, fire protection systems, lighting, utilities, architectural drawings, layout and colors, containment areas for construction equipment and materials, building footprint, fencing and gates and any other information which may reasonably be required by the County to assess the plans.

**(b)** The Tenant shall be responsible for obtaining all applicable planning and zoning approval, building permits and other required governmental authorizations, including but not limited to, any necessary Federal Aviation Administration approvals, for the Alterations with copies of all permits and authorizations provided to County prior to commencement of any Alteration.

**(c)** The Tenant shall execute a contract for construction with a provision naming the County as a third-party beneficiary, with a copy of this provided to the County.

**(d)** The Tenant shall provide proof of surety bonds in a form acceptable to the County covering the Alterations.

**(e)** All Alterations shall be done in a good and workmanlike manner in compliance with all applicable laws, ordinances, rules and regulations and subject to the County's reasonable acceptance. If Alterations are not done in a good and workmanlike manner and in accordance with all applicable authorities, the County shall have the right to correct such Alterations and the Tenant shall pay the cost and expense of such correction to the County immediately upon demand by the County, plus an amount equal to the County's cost of overhead expense attributable to the making of such repairs (to be reasonably determined by the County).

**(f)** All work done in connection with Alterations shall be at the Tenant's sole cost and expense and Tenant shall be wholly responsible to all contractors, subcontractors, laborers and materialmen.

**(g)** The Tenant shall ensure that at no time shall any mechanic's lien or lien for work connected to Alterations be asserted against the Leased Premises or any part of the Building. If such a lien or encumbrance is filed or recorded against the Leased Premises or Building, the Tenant shall promptly discharge said lien or encumbrance. If any such lien or encumbrance has not been removed within thirty (30) days from the date it is filed or recorded, the Tenant shall deposit with the County an amount in cash equal to one

hundred fifty percent (150%) of the amount of the lien filed or post a bond in form reasonably satisfactory to the County until said lien or encumbrance is discharged. If the Tenant fails, neglects or refuses to satisfy any such lien or encumbrance or refuses to secure the County as provided above, then the County shall have the option, but not the obligation, to satisfy such lien or encumbrance and any amounts paid by the County shall be promptly reimbursed by the Tenant.

**(h)** The Tenant shall diligently pursue construction of any approved Alterations until completion.

**(i)** Upon completion of work on any Alterations, the Tenant shall be responsible for restoring all areas disturbed by construction activities, whether or not such areas are located outside the Leased Premises, to the general condition existing prior to construction.

**(j)** Approved Alterations shall not be removed, expanded or materially altered without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.

**(k)** Approved Alterations constructed in accordance with this process shall be permanently attached to the Premises and at the termination of this Lease shall not be removed, altered or changed by the Tenant in any way.

**(l)** In no case shall any Alterations constitute grounds for extending the term of this Lease.

## ARTICLE VI. SIGNAGE

**Section 6.01** Signage. The Tenant shall not install any new sign, lettering, advertisement or posting in, upon or around the Leased Premises or Building without the prior written consent of the County. The Tenant shall pay for all costs in connection with the posting of a sign approved by the County, including, but not limited to, artwork, application, permits, installation and maintenance. The County shall have absolute discretion in approving any such sign. The Tenant shall pay for costs of removal of signs from the Leased Premises and Building upon termination of the Lease and the Tenant shall pay the costs of repair if any damage is caused by such removal.

## ARTICLE VII. INSURANCE; INDEMNIFICATION; DAMAGE

**Section 7.01** Insurance. During the Term and any Extended Term of this Lease, the Tenant shall carry and maintain in full force and effect and at its sole cost and expense, the following insurance policies, which limits can be met with a combination of primary and excess/umbrella policies. Within thirty (30) days of the execution of this Lease, Tenant will provide insurance certificates to the County, listing the County as an additional insured for all liability insurances, for the coverages required herein. Any such policies shall not be materially changed or cancelled without thirty (30) days advance written notice to the County.

(a) Comprehensive General Liability Insurance, or the equivalent, in the minimum amount of one million ninety-three thousand and no/100 U.S. Dollars ($1,093,000.00) per occurrence or as a combined single limit each occurrence.
(b) Fire or Extended Coverage Insurance in an amount sufficient to fully cover replacement costs for Tenant's improvements, fixtures, furnishings, equipment and any other personal property of Tenant's kept or maintained at the Leased Premises.
(c) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Tenant during the term of this Agreement.
(d) Automobile Insurance on all vehicles used by Tenant in the course of business related to this Lease, including but not limited to, any storage or operation of owned or hired vehicles on the Leased Premises or Building, in the minimum amount of one million ninety-three thousand and no/100 U.S. Dollars ($1,093,000.00) per occurrence or as a combined single limit each occurrence.

**Section 7.02** County Rights. If the Tenant fails to obtain and maintain insurance, the County may obtain insurance coverage on behalf of the Tenant, and the amount of any premium paid by the County for such insurance shall be immediately payable by the Tenant to the County. The County may also treat the failure of the Tenant to obtain insurance as a default under this Lease and may proceed with any remedy available to it.

**Section 7.03** Additional Insurance. The Tenant may insure the Premises in such additional amounts and for such other risks as the Tenant deems appropriate or as may be required by the County.

**Section 7.04** Waiver of Subrogation. The Tenant agrees to waive all rights of recovery against the County if any damage, claim, loss or liability sustained by Tenant is covered and paid for by insurance to the extent of the insurance coverage. Tenant shall give notice to its insurance carrier(s) that a waiver of subrogation is contained in this Lease and all policies required shall contain a waiver of subrogation endorsement naming the County.

**Section 7.05** Indemnification. The Tenant shall indemnify, defend and hold the County, its elected officials, officers, employees and agents harmless from and against any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees) in connection with: (1) the Tenant's failure to perform its obligations under this Lease, and (2) the acts and omissions of Tenant, its officers, employees, agents and invitees that occur on or about the Airport, Building and Leased Premises during the term of this Lease. The indemnities set forth in the paragraph shall survive the termination or expiration of this Lease.

**Section 7.06** Risk of Loss. The Tenant assumes the risk of loss or damage to the contents of the Leased Premises, whether from fire, theft, accident, earthquake, snow, water damage or any other cause whatsoever. The Tenant assumes all risk of loss to personal property located on the Leased Premises, and the County shall not be liable for any damage to, or loss of, such property, or for damage or loss suffered by Tenant in connection with any act or omission of a third party. The County shall not be liable for damage or loss resulting from: (1) bursting, overflowing or leaking water, (2) sewer or steam pipes, (3) heating or plumbing fixtures, (4) electrical wiring, (5) gases or odors or (6) or any other loss or damage that would otherwise

have been avoided if Tenant had obtained appropriate insurance that insured against such loss or damage.

**Section 7.07** Casualty Damage.

**(a)** In the case where the Leased Premises shall be rendered untenantable by fire, explosion or other casualty, which is not the fault of the Tenant, and the Leased Premises cannot be restored within 180 days after such occurrence, the County or the Tenant may, at their option, terminate this Lease. The Tenant shall pay all amounts due and accruing through such date of termination, and the parties shall be discharged of all further obligations under this Lease.

**(b)** If the Leased Premises are damaged, without fault of the Tenant, in such a way as to make the Leased Premises unfit for occupancy, the Tenant's obligation to pay Rent shall be abated until such damage is repaired and the Leased Premises are again fit for occupancy. If such damage can be repaired within a reasonable period of time by the County's estimation, then the County shall repair such damage with all reasonable speed and Rent shall be abated for the period during which the Tenant is deprived of the use and occupancy of the Leased Premises.

**(c)** If the Leased Premises, without fault of the Tenant, receives only minor damage but such damage does not render the Leased Premises unfit for occupancy, the County, upon receipt of notice of the occurrence of such event, shall repair such damage with reasonable promptness; provided, however, that there shall be no abatement of Rent.

**(d)** If the Leased Premises are damaged or destroyed by the Tenant, its employees, invitees or agents, the Tenant shall be liable for all costs and expenses to repair the Leased Premises and Building to substantially the same condition that existed prior to the casualty, and the Tenant shall continue to pay Rent during the pendency of any such repairs. The Tenant agrees to commence any remedial work within 15 days after written notice by the County and to complete all remedial work required in the reasonable opinion of the County to restore the Leased Premises and Building to its original condition, within the number of days specified in the written notice provided such work can be reasonably performed within such number of days. If remedial work is not undertaken and completed in the specified time frame, the County may undertake and complete the work or contract to complete the remedial work and shall be reimbursed by the Tenant for any and all reasonable costs incurred by the County in performing such repairs, including any overhead costs reasonably allocable to the performance thereof. The remedies in this section are cumulative to any other remedies provided in this Lease.

**Section 7.08** Environmental Matters. If the Tenant stores, spills or releases any hazardous or toxic substance or material (including any substance that could constitute a hazardous waste or environmental condition) on, near, in or at the Leased Premises or Building (each, an "Incident"), the Tenant shall immediately notify the County and any other governmental authority with jurisdiction (such as the Environmental Protection Agency) and shall promptly take all action necessary to remediate the Incident and restore the affected area in accordance with applicable law. The remediation and restoration of any such area shall not adversely affect

the maintenance, operations or future development of the adjacent Airport. The Tenant agrees to release, hold harmless and indemnify the County, its officials, employees, officers and agents from and against any and all fines, suits, claims, losses, demands, penalties, liabilities, costs or expenses (including reasonable attorney's fees), settlements, remedial action requirements, enforcement actions, administrative proceedings and any other action of any kind or nature, including personal injury, wrongful death or property damage arising out of, or in connection with, the discovery, remediation or disposal of any hazardous waste or environmental condition existing on, in, under or about the Leased Premises, Building or the Airport caused directly or indirectly by an act or omission of the Tenant or its officers, employees, agents, contractors, invitees, successors, predecessors, sublessees, or assigns. As used in this Lease, the terms "hazardous waste" and "environmental condition" shall mean (a) any "hazardous waste" as defined in the Solid Waste Disposal Act (as amended by the Resource Conservation and Recovery Act of 1976, as amended) and the regulations promulgated thereunder; (b) any "Hazardous Substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and the regulations promulgated thereunder; (c) any oil, petroleum products or by-products; (d) asbestos or asbestos-containing substances; and (e) any Hazardous Substance, toxic substance, toxic pollutant, or any substance whose release, disposal, generation, storage or emission is regulated by federal, state or local law.

## ARTICLE VIII. DISCLAIMER OF LIABILITY

THE COUNTY HEREBY DISCLAIMS, AND THE TENANT HEREBY RELEASES THE COUNTY AND ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY THE TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS LEASE OR ANY EXTENSION THEREOF INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF TENANT OR TENANT'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE LEASED PREMISES OR BUILDING, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY THE COUNTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR IS CAUSED BY THE COUNTY'S BREACH OF ITS OBLIGATIONS UNDER THIS LEASE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE FOR SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, WITHOUT LIMITATION, PUNITIVE DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT BE CONSTRUED TO CONSTITUTE AN AGREEMENT BY THE TENANT TO INDEMNIFY THE COUNTY FOR THE COUNTY'S NEGLIGENT, WILLFUL OR INTENTIONAL ACTS.

## ARTICLE IX. LIENS AND BANKRUPTCY

**Section 9.01** Liens Prohibited. The Tenant shall not permit any lien or encumbrance to be placed upon the Leased Premises. If a lien or encumbrance is placed upon the Leased Premises, the County may satisfy such lien or encumbrance, and the Tenant shall reimburse the County

in full at the next rent payment date. If the Tenant fails to reimburse the County by the next rent due date, amounts remaining past due shall bear interest at the lesser of: (1) the maximum rate permitted by law or (2) 18% per annum until paid and the County may pursue any other remedy available to it.

**Section 9.02** Bankruptcy. If Tenant is unable to pay its debts when due, files for bankruptcy, seeks relief from creditors or has a receiver appointed on its behalf, the County may terminate this Lease, except to the extent such termination may be avoided by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect regarding creditors' rights generally or principles governing the availability of equitable remedies. Nevertheless, the County shall have a claim in such bankruptcy or receivership proceeding in an amount equal to the aggregate amount of Rent due and payable from the date such proceeding commenced through the remainder of the Term (and any renewal or extension thereof). The amount of such damages may be satisfied by the County out of monies or assets deposited by the Tenant under this Lease as security for payment of its obligations.

## ARTICLE X. REPRESENTATIONS & WARRANTIES

**Section 10.01** Representations & Warranties. The Tenant represents and warrants to the County as follows:

**(a)** The Tenant is lawfully existing entity or individual that is qualified to conduct business in Colorado.

**(b)** The Tenant has all requisite power and authority to enter into, and perform its obligations under, this Lease.

**(c)** All requisite entity action authorizing the Tenant to enter into, and perform its obligations under this Lease have been duly taken and approved.

**(d)** The execution, delivery and performance of this Lease by the Tenant does not and will not: (1) require the consent of any person or entity, (2) violate any legal requirement, (3) conflict with or constitute a breach or violation of (a) the Tenant's articles of organization, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Tenant is bound or affected.

**(e)** The Tenant understands and shall comply with Colorado Revised Statutes §18-8-301, et seq. (Bribery and Corrupt Influences) and Colorado Revised Statutes §18-8-401, et seq. (Abuse of Public Office) and that no violation of such statutes has occurred or is occurring.

**(f)** No officer or employee of the County has any personal, financial or beneficial interest whatsoever in this Lease or in any operations to be conducted by the Tenant upon the Leased Premises.

## ARTICLE XI. DEFAULT AND REMEDIES.

**Section 11.01** Events of Default. Any one or more of the following events shall be an "Event of Default":

**(a)** The failure of the Tenant to make any payment of Rent or any other payment required to be paid by the Tenant under this Lease when and as the same shall become due and payable, if such failure continues for a period of ten (10) days after written notice thereof from the County to the Tenant;

**(b)** The Tenant shall vacate or abandon the Leased Premises; however, as long as no monetary default exists, Rent is being paid and the Tenant is maintaining the insurance described in Article VII above, vacation or abandonment of the Leased Premises shall not constitute a default;

**(c)** The Tenant shall fail to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease other than those referred to in the foregoing Sections 11.01(a) and (b), and the Tenant fails to remedy the same within thirty (30) days after the County has given the Tenant written notice specifying such default or such additional period, if any, as may be reasonably required to cure the failure if the failure reasonably cannot be cured within a thirty (30) day period, provided the Tenant commences to cure such default within thirty (30) days after receipt of notice and thereafter diligently pursues such cure to completion;

**(d)** The Tenant fails to vacate the Leased Premises upon the termination of a hold-over term in accordance with Section 11.03 of this Lease; or

**(e)** The making by the Tenant of any general arrangement or assignment for the benefit of creditors; (ii) the filing by the Tenant of a voluntary petition in bankruptcy under Title 11 U.S.C. or the filing of an involuntary petition against the Tenant which remains uncontested for a period of sixty (60) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of the Tenant's assets located at the Leased Premises or of the Tenant's interest in this Lease; or (iv) the attachment, execution or other judicial seizure of substantially all of the Tenant's assets located at the Leased Premises or of the Tenant's interest in this Lease, provided, however, in the event that any provisions of this Section 11.01(e) is contrary to any applicable law, such provision shall be of no force or effect.

**Section 11.02** Remedies. Upon the occurrence of an Event of Default, the County shall have the option to (i) institute suit against the Tenant to collect Rent or other sum as it becomes due or to enforce any obligation under this Lease, (ii) terminate this Lease, (iii) terminate the Tenant's right to possession without terminating this Lease, or (iv) cure the Event of Default on behalf of the Tenant. If County cures an Event of Default on behalf of the Tenant, the Tenant shall, on demand and as Additional Rent, reimburse the County for the County's expenses incurred thereby including the costs of removing and storing the Tenant's or any other occupant's property. All past due payments required of the Tenant hereunder shall bear interest from the date due until paid at the lesser of ten percent (10%) per annum or the maximum lawful rate of interest. If the County terminates either this Lease or the Tenant's right to possession of the Leased Premises, the Tenant will immediately surrender the Leased

Premises to the County. If the Tenant fails to surrender the Leased Premises, the County may enter upon and take possession of the Leased Premises and expel or remove the Tenant and any other person who may be occupying the Leased Premises or any part thereof. Any termination only of the Tenant's right to possession of the Leased Premises will not relieve the Tenant of the Tenant's obligation to pay the Rent under this Lease. The County shall use reasonable efforts to mitigate any damages incurred by the County and to re-let the Leased Premises. In determining the amount of loss which the County suffers by reason of termination of this Lease, allowance shall be made for the expense of repossession and any necessary repairs, but not for any remodeling undertaken by the County following repossession. Except as provided otherwise in this Lease, the County shall have the option to terminate all or a portion of this Lease upon default by the Tenant, and in addition to, or in lieu thereof, the County may seek any relief available to it at law or in equity. Nothing in this Lease shall be deemed a restriction or waiver of any right or remedy that either party may have at law or equity for any breach or default by either party.

**Section 11.03** Surrender and Holding Over. Upon the expiration or earlier termination of this Lease, the Tenant shall quit and surrender the Leased Premises in generally good and serviceable condition, reasonable wear and tear excepted. Thereafter, the County shall have the right to enter and take possession of the Leased Premises, with or without process of law and without liability for trespass. Holding over or failure to vacate the Leased Premises at the end of the initial Term or any Extended Term shall not be construed to be the granting or exercise of any additional term. Any holding over after the expiration of the initial Term or any Extended Term without the written consent of the County shall be construed to be a month-to-month tenancy at sufferance, at 150% of the Annual Rent payable during the last month of the Term or the Extended Term thereof, whichever is applicable (prorated on a monthly basis, the "Holdover Rent"), but shall otherwise be subject to all of the terms and conditions of this Lease. Notwithstanding anything to the contrary contained in this Section, the Tenant shall not be deemed to be holding over the Premises in the event that both parties are engaged in good faith negotiations to extend the term of the Lease. The County and the Tenant each agree to give the other party written notice at least thirty (30) days prior to the last day of a monthly term to terminate this holdover tenancy. In the event the Tenant does not vacate the Premises thirty (30) days after County's notice terminating the holdover tenancy and the County re-lets the Leased Premises to a new tenant with a lease term commencing after the date the Tenant is required to vacate the Leased Premises, such failure shall be an Event of Default under Section 11.01 of this Lease.

**Section 11.04** Performance of Covenants. If the Tenant is in default in the performance of any covenant or condition required to be performed by it, the County may, without notice, perform such covenant or condition for the account and at the expense of the Tenant. Such expense may include reasonable attorney's fees in prosecuting or defending any action or proceeding instituted by reason of default of the Tenant, and the Tenant shall promptly reimburse the County for the amount of such expense.

**Section 11.05** Title to Leased Premises & Improvements. Any fixtures or improvements erected or constructed on the Leased Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written consent of the County. Title to the Leased Premises and improvements is and shall remain vested in the County. All of the

Tenant's moveable personal property located in or on the Leased Premises shall remain the property of the Tenant. The Tenant shall have the right at any time during the term of this Lease and upon expiration or termination, to remove all such equipment and property; provided that the Tenant is not in default of its obligations under the Lease. If the Tenant has been provided with notice of default or breach under this Section 11, the Tenant shall not be entitled to remove any of the Tenant's personal property from the Leased Premises until such default has been cured. Any property affixed to the Leased Premises so that the same may not be removed without material damage to the Leased Premises shall not be removed by the Tenant at any time, but shall become the property of the County upon expiration or earlier termination of this Lease.

**Section 11.06** Payments Received After Termination. No payment received by the County from the Tenant after the termination of this Lease or after the giving of a notice of termination, shall reinstate, continue or extend the Term or any Renewal Term or affect any prior termination notice delivered to the Tenant. The parties agree that after (1) delivery of a notice of termination, (2) commencement of an action for repossession or (3) final judgment that grants the County possession of the Leased Premises, the County may receive and collect any amounts past due and owing under the terms of this Lease, and the collection of such amounts shall not waive any notice previously given or waive such action or judgment.

## ARTICLE XII. ASSIGNMENT AND SUBLETTING

**Section 12.01** Transfers and Assignments by the Tenant. Except as provided below, the Tenant shall not, without the prior written consent of the County: (a) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law; (b) permit any other person or entity to become the Tenant hereunder by merger, consolidation or other reorganization; (c) if the Tenant is an entity other than a corporation whose stock is public traded, permit the transfer of an ownership interest in the Tenant that results in a change in current control of the Tenant; (d) grant any license, concession, or other right of occupancy of any portion of the Leased Premises; or (e) use or permit the use of the Leased Premises by any parties other than the Tenant (any of the prior described events in Section 12.01 (a to e) being a "Transfer"). Any Transfer of this Lease shall require that the Transfer is to (i) a transferee who is commercially reasonable and acceptable to the County; and (ii) the use and occupancy of the Leased Premises and any improvement following the Transfer remains substantially the same as contemplated by this Lease. The Tenant shall provide copies to the County of any and all documents or instruments that effect a Transfer of the Premises. No Transfer shall release the Tenant from its obligations under this Lease, but rather the Tenant and the transferee shall be jointly and severally liable.

**Section 12.02** Subleasing. The Tenant shall not have the right to sublease property within the Leased Premises without the written consent of the County.

**Section 12.03** Successors to County. The rights and obligations of the County under this Lease may be assigned by the County at its option and without the consent of the Tenant.

## ARTICLE XIII. ABANDONMENT

**Section 13.01** Abandonment/Vacation of the Premises. If Tenant abandons or vacates the Leased Premises before the end of the Term (or any renewal or extension thereof), the County may enter the Leased Premises, remove fixtures and personal property of the Tenant and re-let the Leased Premises as it sees fit without terminating this Lease. In addition, the County may make any repairs, changes, alterations or additions to the Leased Premises as may be necessary or desirable for the purpose of re-letting. If the County cannot obtain rent from such re-letting (after payment of all costs and expenses, including payment of Rent accruing from the date of abandonment) in an amount equivalent to the Rent, then Tenant shall be liable for any such deficiency. If the Tenant neglects to retrieve its personal property from Leased Premises upon abandonment or upon termination or expiration of the Lease, the County may remove and store such personal property (without liability to the Tenant for risk of loss), and the Tenant agrees to reimburse the County on demand, for any and all expenses incurred in such removal and storage, including court costs, attorney's fees and storage charges for the period of time such property remains in storage. The County may, after 30 days' notice to the Tenant, sell such property, in whole or in part, at private sale and without legal process, and apply the proceeds of such sale towards any amounts due from the Tenant to the County and render the surplus, if any, to the Tenant.

## ARTICLE XIV. OBLIGATIONS OF THE COUNTY

**Section 14.01** Quiet Enjoyment. The Tenant shall be entitled to quiet enjoyment of the Leased Premises and County will not interfere with that right, as long as the Tenant pays Rent in a timely manner and performs all other obligations under this Lease. The Tenant acknowledges that its right to enjoy the Leased Premises is subject to the use of the surrounding property for industrial, commercial and airport purposes with the accompanying industrial, commercial and airport noises, odors, smoke, sonic booms and low-flying aircraft and the danger and nuisance thereof.

## ARTICLE XV. EMINENT DOMAIN; CONDEMNATION

**Section 15.01** General. If the Leased Premises (or a substantial part thereof) are taken in eminent domain, or are conveyed under threat of condemnation proceedings ("a Taking"), then this Lease shall forthwith terminate upon such taking as if the Term expired at the time of such Taking; provided that Rent and any other amounts due under this Lease shall be paid to the County by the Tenant as of the date of such taking.

**Section 15.02** Partial Taking – Tenant's Rights. If any part of the Leased Premises becomes subject to a Taking and such Taking will prevent the Tenant from conducting its business in the Leased Premises in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than 180 days, then the Tenant may terminate this Lease as of the date of such Taking by giving written notice to the County within 30 days after the Taking, and Rent shall be apportioned as of the date of such Taking. If the Tenant does not

terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Leased Premises rendered untenantable by the Taking.

**Section 15.03** Partial Taking – County's Rights. If any material portion, but less than all, of the Building becomes subject to a Taking, then the County may terminate this Lease by delivering written notice thereof to the Tenant within 30 days after such Taking, and Rent shall be apportioned as of the date of such Taking. If the County does not terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Leased Premises rendered untenantable by the Taking.

**Section 15.04** Award. If an award is made for a taking of the Leased Premises in condemnation proceedings, the County is entitled to all amounts awarded or paid for such Taking; provided, however, the Tenant may separately pursue a claim (to the extent it will not reduce the County's award) against the condemner for the value of the Tenant's personal property which the Tenant is entitled to remove under this Lease, moving costs, loss of business and other claims it may have.

## ARTICLE XVI. COMPLIANCE WITH LAWS; ADDITIONAL RULES

**Section 16.01** Compliance with Laws. Both parties hereto shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules, ordinances, policies, and standards, including but not limited to, any County land development regulations, zoning regulations and Airport requirements, all as may be amended from time to time.

**Section 16.02** Additional Rules. The Tenant, its officers, employees, agents and invitees shall comply with the following:

**(a)** Sidewalks, entries, passages and stairways shall not be obstructed in any manner, this shall include prompt removal of all snow from any walkways, drives, porches, sidewalks and parking areas that serve the Leased Premises.

**(b)** The Leased Premises shall be maintained at all times in a clean, sanitary and attractive condition with all rubbish, garbage and other waste properly contained and disposed of to appropriate refuse facilities.

**(c)** Items, which may constitute a hazard or danger to the any person or property, shall not be moved into the Leased Premises.

**(d)** Antennas, satellite dishes and other equipment may not be erected or installed on the Leased Premises without the prior written consent of the County.

**(e)** All appliances, utilities and fixtures shall be properly operated and used, restrooms are not to be used for any purpose other than that for which they are intended, and any damage resulting to any appliance, utility or fixture from the Tenant's misuse shall be paid by the Tenant.

**(f)** Animals, except qualified services animals, are prohibited in the Leased Premises and in

the Building.

**(g)** The Tenant shall not play loud music or cause other nuisances that disturb the occupants or adjoining tenants or other parties in the Building.

**(h)** The Tenant shall obtain the written consent of the County prior to installing or changing locks on doors of the Leased Premises. If locks are changed or installed, it shall be accomplished at the Tenant's sole expense, the Tenant shall provide copies of new keys to the County.

**(i)** The Tenant must obtain the prior written consent of the County for installation of, change to or temporary installation of any objects along the exterior of the Leased Premises or Building, all such exterior changes are subject to any applicable pre-notice or approval regulations given the designation as a land-side property, including but not limited to the Federal Aviation Regulations Part 77.

**(j)** Tenant shall not deface the walls, ceilings, partitions or floors of the Leased Premises or of the Building. The Tenant shall pay for any defacement, damage or injury caused by the Tenant, its agents, employees or invitees.

**(k)** The County may institute such other rules and regulations as in its reasonable judgment may be necessary or desirable for the safety, care and preservation of the Leased Premises and the Building.

## ARTICLE XVII. COMPLIANCE WITH LAWS; AIRPORT CONSTRUCTION

**Section 17.01** Taxes. The Tenant is responsible for all taxes assessed against the Tenant's personal property located upon the Leased Premises during the term of this Lease and any sales or other taxes that may be assessed in connection with Tenant's use of the Leased Premises.

**Section 17.02** Non-Discrimination. The Tenant and its successor and assigns shall comply with pertinent statutes, executive orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, religion, sexual orientation, political affiliation or disability be excluded from participating in any activity conducted that is directly or indirectly related to this Lease. The Tenant shall use the Leased Premises in compliance with all requirements imposed by or pursuant to Title 49, Part 21 of the Regulations of the Office of the Secretary of Transportation, the Colorado Anti-Discrimination Act of 1957 and any other laws and regulations respecting discrimination, all as may be amended from time to time. The Tenant and County shall comply with any enforcement procedures as may be demanded by any authority for the purposes of complying with such laws and regulations.

**Section 17.03** Agreements with Other Governmental Authorities. This Lease shall be subject to the provisions and requirements of any existing or future agreement between the County and the United States, the Federal Aviation Administration or the State of Colorado.

**Section 17.04** Energy Conservation Requirements. The Tenant agrees to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy

conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

**Section 17.05** Fair Labor Standards Act Requirements. The Tenant shall comply with the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text herein. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Tenant has full responsibility to monitor compliance to the referenced statute or regulation. The Tenant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**Section 17.06** Occupational Safety and Health Act of 1970 Requirements. The Tenant shall comply with the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Tenant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Tenant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Tenant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**Section 17.07** Clean Air and Water Pollution Control Requirements. The Tenant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Tenant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. The Tenant must include this requirement in all contracts and subcontracts relating to the Leased Premises that exceeds $150,000.

**Section 17.08** Airspace Above Premises. The County reserves for itself and for the use and benefit of the public, and the Tenant acknowledges and accepts the Leased Premises subject to, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise, vibration, exhaust and fumes as may be inherent in the operation of aircraft now known or hereafter used for landing upon, taking off from, or operating on, the Airport.

**Section 17.09** Interference with Aircraft. The Tenant shall not erect or permit the erection of any structure or object on the Leased Premises above the elevations established by the Airport. The Tenant shall not make use of the Leased Premises in any manner that might interfere with the landing, taking off, or operation of aircraft upon the Airport nor create any hazard at the Airport. If the Tenant fails to comply with this Section, the County reserves the right to enter upon the Leased Premises and remove any offending structure or object, or cause the abatement of any interference or hazard, at the sole cost and expense of the Tenant.

**Section 17.10** Construction by the County. From time to time, it may be necessary for the County to carry out extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair to the Building and adjacent County Buildings, including but not

limited to the Airport, which programs may inconvenience or temporarily interrupt the Tenant's operations. The County shall give the Tenant at least seven (7) days' notice prior to commencement of such construction only in the event that such construction must necessarily commence in seven (7) days due to the emergency nature of the situation; in all other cases, the County must give the Tenant not less than thirty (30) days prior notice. The County shall use commercially reasonable efforts to minimize any interruption of the Tenant's use of the Leased Premises as permitted under this Lease. The Tenant acknowledges and agrees that such construction may require the Tenant to take a longer route to its Leased Premises during construction.

## ARTICLE XVIII. MISCELLANEOUS

**Section 18.01** County Representative. The Airport Manager and the County Manager, as appointed by the Gunnison Board of County Commissioners, each acting independent of the other, shall be a County Representative for purposes of this Lease.

**Section 18.02** Force Majeure. A party shall not be deemed in violation of this Lease (excluding payment obligations) if such party is prevented from performing any of its obligations by reason of, boycott, embargo, act of nature, act of God, pending litigation or legal proceedings or any other circumstance which is beyond its reasonable control and conditioned on the other party providing reasonable written notice to the other of the circumstance and taking commercially reasonable actions to mitigate any such impact.

**Section 18.03** Brokerage. Neither the County nor the Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease. The Tenant shall indemnify, defend and hold the County harmless from and against all costs, expenses, attorneys' fees, liens and other liability for commissions or compensation claimed by any broker or agent claiming the same, by, through or under the Tenant. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

**Section 18.04** Headings. The Section headings contained in this Lease are for convenience in reference and are not intended to define or limit the scope of any provision.

**Section 18.05** Time of Essence. Time is of the essence in this Lease.

**Section 18.06** Attorneys' Fees. In the event any action or proceeding is brought to take possession of the Leased Premises, breach of any provision of this Lease or to enforce compliance with this Lease for failure to observe any of a party's covenants, the prevailing party shall be awarded reasonable attorneys' fees, expenses and costs.

**Section 18.07** Waiver. Waiver by a party of, or the failure of a party to insist upon, the strict performance of any provision of this Lease shall not constitute a waiver of such party's right or prevent such party from requiring the strict performance of any such provision in the future. Any waiver of an obligation, right, term or provision contained in this Lease must be in writing and signed by the party against whom enforcement is sought.

**Section 18.08** Limitation of Benefit. There are no third-party beneficiaries of this Lease. Without limiting the generality of the preceding sentence, this Lease does not create in or

bestow upon any other person or entity not an express party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not an express party to this Lease.

**Section 18.09** Severability. If any provision of this Lease is held invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Lease.

**Section 18.10** Successors. The terms and provisions in this Lease shall extend to and bind the permitted successors and assigns of each party.

**Section 18.11** Non-Exclusive Right. Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right. The County reserves the right to grant to others the privilege and right of conducting activities at the Building. The County reserves the right, during the term hereof, to reduce and reallocate space leased for the exclusive use of the Tenant in any case where the failure to do so might reasonably constitute the granting by the County to the Tenant of an exclusive right. Notwithstanding anything contained herein, this Section shall not be construed to permit the interference with the Tenant's right to the undisturbed, peaceful and quiet enjoyment of the Leased Premises throughout the Term of this Lease.

**Section 18.12** Notices. All notices required under this Lease shall be in writing and delivered personally, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when actually received. If delivered email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notice shall be delivered to:

If to Tenant:

Keating Wood Floors, Inc.
Attn: Tom Keating
725 S. 10th Street, Unit A
Gunnison, CO 81230
Email: _____

If to the County:

Gunnison-Crested Butte Regional Airport
Attn: Rick Lamport, Airport Manager
519 W. Rio Grande
Gunnison, CO 81230
Email: rlamport@gunnisoncounty.org

County Manager's Office
Attn: Matthew Birnie, County Manager
200 E. Virginia Ave.
Gunnison, CO 81230

with a copy to:

Gunnison County Attorney's Office
200 E. Virginia Ave.
Gunnison, CO 81230
Email: mhoyt@gunnisoncounty.org

or to such other address or addresses as the parties may designate in writing.

**Section 18.13** Governing Law; Jurisdiction. This Lease shall be governed by, and construed in accordance with, the laws of the State of Colorado without regard to its conflicts of law provisions. The parties submit this Lease and any dispute arising under this lease to the sole and exclusive jurisdiction of the courts in and for Gunnison County, Colorado. Any action to enforce or interpret the provisions of this Lease shall be brought in a court in and for Gunnison County, Colorado.

**Section 18.14** Incorporation of Exhibits, Other Documents. The Exhibits and any applicable Airport regulations are incorporated by reference into this Lease and made a part of this Lease. In the event of a conflict between this Lease and the applicable Airport Regulations, the Airport regulations shall control.

**Section 18.15** Entire Agreement. This Lease embodies the entire agreement between the parties concerning the subject matter and supersedes all prior written or oral conversations, proposals, negotiations, understandings and agreements. This Lease may not be altered or modified in any manner whatsoever except by a writing signed by the parties.

**Section 18.16** Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties as creating a relationship of principal and agent, partners, joint venturers or any other relationship. It is understood and agreed that neither the method of computation of fees, nor any other provision contained herein, nor any act of a party creates a relationship other than the relationship of County and the Tenant.

**Section 18.17** No Waiver of Immunity. Nothing in this Lease shall be deemed a waiver of any protections available to the County under the Colorado Governmental Immunity Act, or any similar statutory provision.

**Section 18.18** Counterparts. This Lease may be executed in counterparts, each of which will be deemed an original. Delivery of an executed signature page of this Lease by facsimile or email transmission will constitute effective and binding execution and delivery of this Lease. The County and the Tenant agree to allow the use of electronic signatures for execution of this

Lease. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

[*Signatures appear on following page.*]

The parties have executed this Commercial Lease Agreement as of the Effective Date listed above.

**LANDLORD:**

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON,

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

**TENANT:**

TOM KEATING, D/B/A KEATING
WOOD FLOORS, INC.,

By: _____
Tom Keating

EXHIBIT A

LEGAL DESCRIPTION OF BUILDING

Lots 16 through 26, Block 11, RIO GRANDE ADDITION, according to the plat recorded April 14, 1961 as Reception No. 247973, TOGETHER WITH the E 15' of the vacated north-south alley adjacent to Lots 16 through 22, said Block 11,

City of Gunnison
County of Gunnison
State of Colorado;

known as 725 S. 10th Street, Units A, A-1, B, C, D and 711 S. 10th Street, Gunnison, CO 81230, consisting of three buildings, together with all appurtenances.

EXHIBIT B

LEASED PREMISES DESCRIPTION

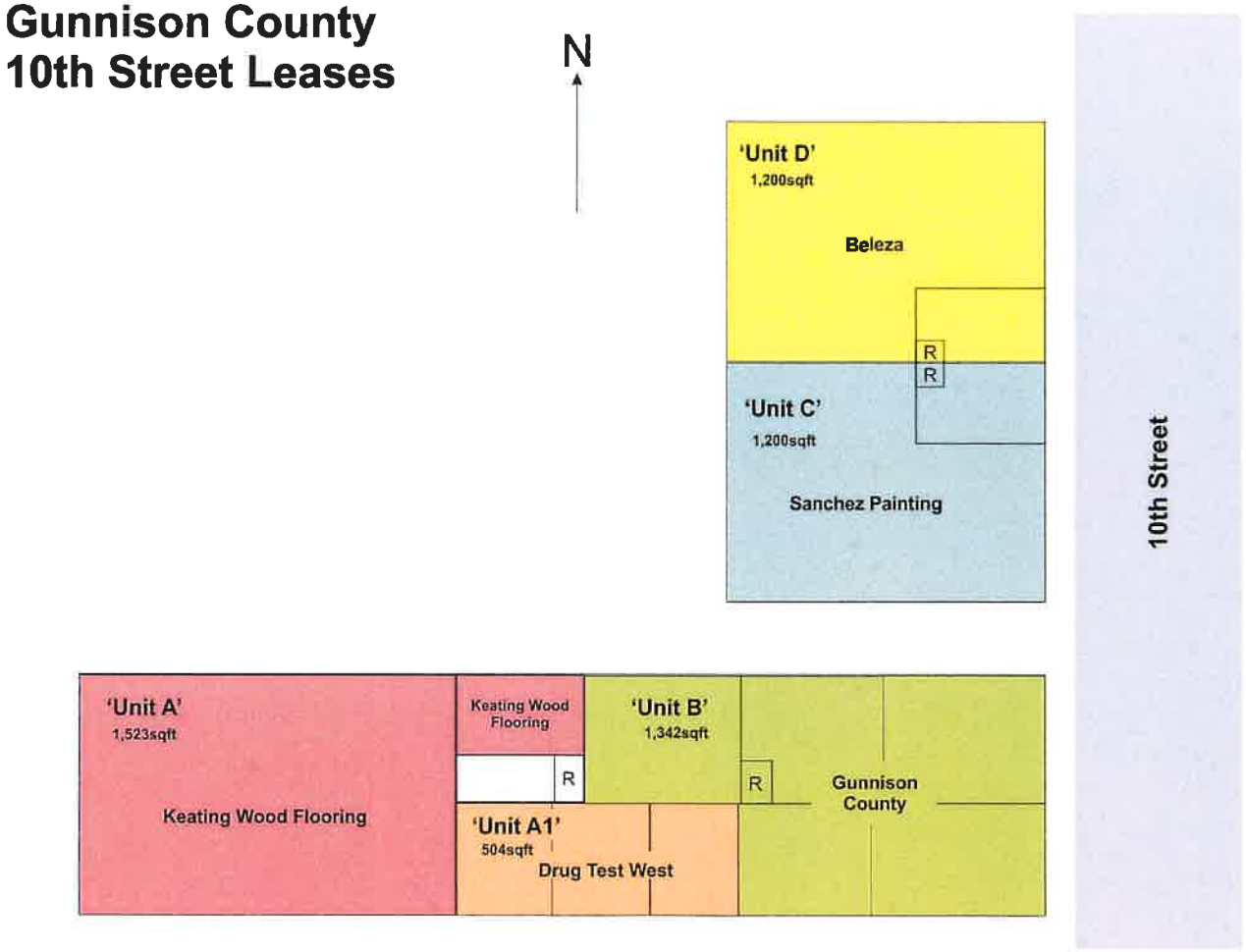


EXHIBIT C

EXISTING FIXTURES, FURNISHINGS, EQUIPMENT

- None

# Gunnison County Board of County Commissioners Calendar

## (Two or more commissioners may be in attendance.)

April 2, 2021 – April 30, 2021
As of 4/2/2021

## Board of County Commissioners

1. **Joint Work Session; Gunnison County Board of County Commissioners and the Gunnison County Planning Commission**
   **April 2, 2021, 10:00 AM - 1:30 PM @ BOCC Boardroom**
   More Details

2. **BOCC Planning Retreat**
   **April 6, 2021 - April 8, 2021**
   More Details

3. **BOCC Regular Meeting**
   **April 6, 2021, All Day @ BOCC Boardroom**
   More Details

4. **Public Hearing - Concerning Adoption of Appendix Q: Tiny Houses of the "International Residential Code," 2018 Edition; Section N1102.4.1.2: Air Leakage Testing of the "International Residential Code," 2015 Edition; and a Building Contractor Licensing Prog**
   **April 6, 2021, 8:50 AM @ BOCC Board Room**
   Notice of Public Hearing Concerning Adoption of Appendix Q: Tiny Houses of the "International Residential Code," 2018 Edition; Section N1102.4.1.2: Air Leakage Testing of the "International Residential Code," 2015 Edition; and a Building Contractor Licensing Program. (NOTE: Related materials will be made available to the public via the BOCC's online meeting portfolio, which should be available by the close of business on 4/2/2021.)
   More Details

5. **BOCC Work Session**
   **April 13, 2021, All Day @ BOCC Boardroom**
   More Details

6. **Groundbreaking Ceremony - New Gunnison Library Facility**
   **April 14, 2021, 4:00 PM**
   More Details

7. **BOCC Regular Meeting**
   **April 20, 2021, All Day @ BOCC Boardroom**
   More Details

8. **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:** Resolution Delegating the Authority to Temporarily

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

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

**Summary:**

The County Attorney's Office worked with Public Works Director Marlene Crosby to create this resolution.

**Fiscal Impact:** N/A

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

**Finance Review:** ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

**County Attorney Review:** ◉ Required ○ Not Required

Comments:

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 4/2/2021 Certificate of Insurance Required

Yes ○ No ◉

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

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

**RESOLUTION NO. 21-____**

**A RESOLUTION DELEGATING THE AUTHORITY TO TEMPORARILY CLOSE COUNTY ROADS TO THE GUNNISON COUNTY PUBLIC WORKS DIRECTOR**

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

WHEREAS, pursuant to C.R.S. § 42-4-106 the Board has the authority to prohibit the operation of vehicles and to impose restrictions as to the weight of vehicles operated upon highways under the Board's jurisdiction for a period not to exceed ninety (90) days in any one calendar year;

WHEREAS, pursuant to C.R.S. § 42-4-111 the Board has the authority to adopt regulations as may be necessary to cover special conditions and close a county road or portions of it temporarily;

WHEREAS, C.R.S. § 30-11-107(1)(h) provides the Board of County Commissioners with the authority to "lay out, alter, or discontinue any road running into or through such county and also to perform such other duties respecting roads as may be required by law[;]"

WHEREAS, the County has broad powers to regulate public roads over which it has jurisdiction. *Bd. of County Commr's of County of Logan v. Vandemoer*, 205 P.3d 423,426 (Colo. App. 2008);

WHEREAS, the Board of County Commissioners is "vested with reasonable discretion as to the modes and methods by which it may exercise the power . . . .[of] laying out, altering or discontinuing roads." *Switzer v. Bd. of County Comm'rs*, 203 P. 680, 681 (Colo. 1922);

WHEREAS, unforeseen events or acts of God can require the immediate need to close county roads to protect the health and safety of the traveling public, including avalanche danger, flooding, geologic failure, motor vehicle accident, bridge failure, excessive wind damage, or adverse weather conditions;

WHEREAS, the County Public Works Director may need to act immediately to close a road and exigent or emergency circumstances would prevent action by this Board to do so;

WHERAS, due to the foregoing, the Board desires to delegate its authority to close roads on a temporary basis to the Gunnison County Director of Public Works;

NOW, THEREFORE, BE IT RESOLVED that, pursuant to its authority, the Board hereby delegates to the Gunnison County Director of Public Works the authority to temporarily close Gunnison County roads for a period of no more than five (5) days without the express authorization of the Board by duly enacted resolution to protect the health, safety and welfare of the traveling public.

RESOLVED that the Board directs the Gunnison County Director of Public Works to post such signage and traffic control devices that in her discretion she deems necessary to warn, control or guide the public on or around such road closures pursuant to all Federal, state and local law and rule.

RESOLVED that no less than annually the Gunnison County Director of Public Works shall report to the Board the location, reasons and length of any closures pursuant to this Resolution.

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 K. Smith, Commissioner

ATTEST:

_____
Deputy County Clerk

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Public Hearing; Proposed Resolution and Adoption o

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

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

**Summary:**

Proposed resolutions for adoption of Appendix Q: Tiny Houses of the IRC, 2018 edition and Section N1102.4.1.2: Air Leakage of the IRC, 2015 edition

**Fiscal Impact:**

**Submitted by:** Crystal Lambert **Submitter's Email Address:** clambert@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

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 4/2/2021 Certificate of Insurance Required

Yes ○ No ◉

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 25

Agenda Date: 4/6/2021

*Revised April 2015*

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

To: Board of County Commissioners

From: Crystal Lambert, Gunnison County Building Official

Date: March 26, 2021

Re: Proposed resolution to adopt Section N1102.4.1.2 Air Leakage Testing

---

**Purpose:**

Staff is proposing a resolution to adopt *Section N1102.4.1.2 Air Leakage Testing* of the *International Residential Code, 2015 edition*.

**Background:**

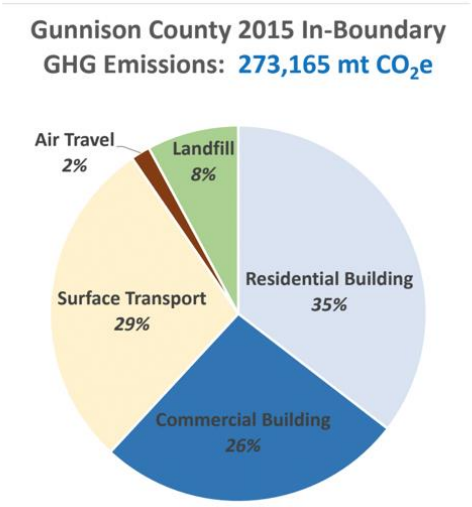
The *IRC*, 2015 edition, was adopted for use in Gunnison County in 2017 with amendments. One amendment deleted the code requirement to limit air leakage in new residential dwellings. The requirement to test all new residential dwellings for air leakage rates was adopted. The rationale was to provide time so that information could be collected about leakage rates of different types of structures that are built locally, i.e. log wall, and also so that the local building industry could become familiar with the testing, areas of leakage, and with test results for their projects.

Air leakage testing of building envelopes is typically conducted as a method of quality control to ensure that air flow in structures is limited to occupant control. Testing is used to identify leakage areas which may have been missed during construction thereby facilitating repairs and remediation and providing a guaranteed minimum performance expectation for home buyers. Sealing the building envelope is critical to good thermal performance of the building. The seal will prevent warm, conditioned air from leaking out around doors, windows and other cracks during the heating season, thereby reducing the cost of heating the residence. During hot summer months, a proper seal will stop hot air from entering the residence, helping to reduce the air-conditioning load on the building. Sealing of the building envelope is not a major cost contributor to construction projects and the benefits to the consumer and future occupants are significant, including comfort and reduced energy costs.

Since implementation of the air-leakage testing in 2017, the Department has collected results from 118 residential construction projects. Roughly 31% of the test results did not meet the threshold of 3 air changes per hour with about 20% coming in between 3 and 4 air changes per hour and 11% above 4 air changes per hour. Most builders have become able to meet the requirements consistently. Builders who have advanced their processes and skills to build tighter have no market advantage over those who have not and home buyers have no way to know the difference. Enforcement will ensure all builders are meeting the same minimum standards of

quality regarding air tightness, thereby protecting home owners from unexpected poor performance.

According to the Energy Department outside air infiltration accounts for 20-40% of an average home's energy demand in the U.S. The large temperature delta between outside air and indoor conditioned air in Gunnison County increases the impact of infiltration on energy use. Excessive energy use in buildings contributes to high energy costs and greenhouse gas emissions. Energy use in buildings accounts for 61% of greenhouse gas emissions in Gunnison County. Homes that meet IRC insulation and air tightness requirements use 30% less energy than the average home in Gunnison. By 2030 17% of homes in Gunnison County will have been built since the adoption of the 2015 IRC. More efficient buildings also protect homeowners from energy cost burden and hedge against future energy cost inflation.




The Planning Commission held a work session on December 18, 2020 to discuss this proposal and a public hearing on January 15, 2021 where they voted, 3-2, to recommend this proposal to the BOCC for adoption.

To promote achievement of limiting air leakage in new residential construction, we plan to include information and guidance in the building permit application and information packet, work with applicants and builders during the plan review process, identify and describe the necessary inspections on the building permit cards, and inspect and verify components of the air barrier system during construction.

**Recommendation:**

Staff is recommending the following resolution to adopt *Section N1102.4.1.2 Air Leakage Testing* of the *International Residential Code, 2015 edition* that can be applied to limit air leakage in new dwelling construction along with the remainder of the previously adopted *International Residential Code, 2015 edition*.

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

**A RESOLUTION ADOPTING SECTION N1102.4.1.2: AIR LEAKAGE TESTING OF THE "INTERNATIONAL RESIDENTIAL CODE," 2015 EDITION**

WHEREAS, pursuant to C.R.S.§38-28-201, et. seq., the Board of County Commissioners of the County of Gunnison, Colorado (herein the "Board") previously adopted the "International Residential Code", 2015 edition with amendments in Resolution No: 17-23; and

WHEREAS, Resolution No: 17-23, adopted Section N1102.4.1.2 with an amendment deleting the requirement to achieve less than an air leakage rate limit in order to provide time to collect feedback from homeowners and contractors about the air leakage testing, to collect information about typical air leakage rates for various types of structures, and to allow time for the local building industry to advance processes and skills to build tighter envelopes; and

WHEREAS, the Board has reviewed the air leakage test results collected since 2018 on new residential construction projects which indicates that air leakage can be limited to within the threshold provided in Section N1102.4.1.2 of the "International Residential Code," 2015 edition; and

WHEREAS, the Board has determined that adoption of Section N1102.4.1.2 of the "International Residential Code," 2015 edition without amendment establishes a minimum standard of quality regarding air tightness which increases the performance of structures, reduces uncontrolled air infiltration, reduces the energy demand for heating and cooling, increases the comfort level of occupants, and reduces greenhouse gas emissions in Gunnison County; and

WHEREAS, the Gunnison County Planning Commission has reviewed and recommended to the Board adoption of Section N1102.4.1.2 of the "International Residential Code", 2015 edition without amendment; and

WHEREAS, a public hearing on this matter was held by the Board on the _____ day of _____, 2021; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that Section N1102.4.1.2: Air Leakage Testing of the "International Residential Code," 2015 edition is hereby adopted without amendment for the unincorporated area of Gunnison County

The previously adopted and amended Section N1102.4.1.2: Air Leakage Testing

of the “International Residential Code”, 2015 edition, as adopted in Resolution No: 17-23, shall be superseded effective immediately.

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

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Commissioner

_____
Elizabeth Smith, Commissioner

Attest: _____
Deputy County Clerk

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

To: Board of County Commissioners

From: Crystal Lambert, Gunnison County Building Official

Date: March 25, 2021

Re: Proposed resolution to adopt Appendix Q: Tiny Houses

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**Purpose:**

Staff is proposing a resolution to adopt *Appendix Q: Tiny Houses* of the *International Residential Code, 2018 edition*.

**Background:**

Typical building codes for residential construction can be discouraging to tiny house designs. Building Office staff has worked with customers who would like to build a small dwelling but are challenged with meeting the typical building code requirements for larger spaces, such as: stairs, ceiling heights, lofts, and emergency escape and rescue openings. Appendix Q: Tiny Houses of the *International Residential Code*, *2018 edition*, provides requirements for smaller spaces.

The Planning Commission recommended, unanimously, adoption of *Appendix Q: Tiny Houses* of the *International Residential Code*, *2018 edition*, to be applied, along with the currently adopted *International Residential Code*, *2015 edition*, for the permitting and construction of dwellings 400 square feet or less in floor area.

**Recommendation:**

Staff is recommending the following resolution to adopt *Appendix Q: Tiny Houses* of the *International Residential Code, 2018 edition* that can be applied to the design, permitting, and construction of dwellings 400 square feet or less along with the currently adopted *International Residential Code, 2015 edition*.

**Attachment:**
*Appendix Q* of the *International Residential Code*, *2018 edition*.

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

**A RESOLUTION ADOPTING APPENDIX Q: TINY HOUSES OF THE "INTERNATIONAL RESIDENTIAL CODE," 2018 EDITION**

WHEREAS, pursuant to C.R.S.§38-28-201, et. seq., the Board of County Commissioners of the County of Gunnison, Colorado (herein the "Board") previously adopted the "International Residential Code", 2015 edition with amendments in Resolution No: 17-23; and

WHEREAS, the "International Residential Code", 2018 edition includes Appendix Q: Tiny Houses concerning specific building codes as they apply to residential dwellings that are 400 square feet in floor area or less; and

WHEREAS, the Board has reviewed Appendix Q: Tiny Houses of the "International Residential Code," 2018 edition; and

WHEREAS, the Board has determined that adoption of Appendix Q: Tiny Houses of the "International Residential Code," 2018 edition establishes certain building code standards that can be helpful for the design and planning of small dwellings, 400 square feet in floor area or less, when used along with the remainder of the adopted "International Residential Code" in Gunnison County; and

WHEREAS, the Gunnison County Planning Commission has reviewed and recommended to the Board adoption of Appendix Q: Tiny Houses of the "International Residential Code", 2018 edition; and

WHEREAS, a public hearing on this matter was held by the Board on the _____ day of _____, 2021; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that Appendix Q: Tiny Houses of the "International Residential Code," 2018 edition is hereby adopted for the unincorporated area of Gunnison County

The previously adopted and amended "International Residential Code", 2015 edition, as adopted in Resolution No: 17-23, will continue concurrently with this Appendix.

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

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Commissioner

_____
Elizabeth Smith, Commissioner

Attest: _____
Deputy County Clerk

**NOTICE OF PUBLIC HEARINGS**
**CONCERNING ADOPTION OF APPENDIX Q: TINY HOUSES OF THE "INTERNATIONAL RESIDENTIAL CODE," 2018 EDITION; SECTION N1102.4.1.2: AIR LEAKAGE TESTING OF THE "INTERNATIONAL RESIDENTIAL CODE," 2015 EDITION; AND A BUILDING CONTRACTOR LICENSING PROGRAM**

**HEARING DATE, TIME AND LOCATION:** The Gunnison County Board of Commissioners will conduct a public hearing on **TUESDAY, APRIL 6, 2021 at 8:50am** in the Board of County Commissioners' Meeting Room at the Gunnison County Courthouse, 200 E. Virginia Avenue, to hear public comment concerning the adoption of Appendix Q: Tiny Houses of the "International Residential Code," 2018 edition; Section N1102.4.1.2: Air Leakage Testing of the "International Residential Code," 2015 edition; and a Building Contractor Licensing Program. More information is available at the Gunnison County Community Development Department, 221 N. Wisconsin St., Ste. D., Gunnison and also online at http://www.gunnisoncounty.org/144/Community-Development

**PUBLIC PARTICIPATION:** The public is invited to submit oral or written comments at the hearing, or to submit written comments by email to planning@gunnisoncounty.org and bocc@gunnisoncounty.org or by letter to the Gunnison County Board of Commissioners, 200 E. Virginia, Gunnison, CO, 81230, or to the Community Development Department, 221 N. Wisconsin St., Ste. D, Gunnison, CO 81230.

Additional information may be obtained by calling the Gunnison County Community Development Department, (970) 641-0360, planning@gunnisoncounty.org.

**ADA ACCOMMODATIONS:** Anyone needing special accommodations as determined by the *American Disabilities Act* may contact the Gunnison County Administration Office, (970) 641-0248 prior to the day of the meeting.

/s/ Crystal Lambert, Gunnison County Building and Environmental Health Official

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Lot Cluster Agreement and Declaration; Lot 6, Bloc

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

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

**Summary:**

Cluster lots 6, Blk 1 Chair Mountain Ranch Sub. and adj. lot C

**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 appears legally sufficient. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 3/31/2021 Certificate of Insurance Required

Yes ○ No ◉

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

March 30, 2021

RE: Lot Cluster Chair Mountain Ranch
Robert Russell Ellis & Yvonne Marie Ellis
**Lot 6, Blk.1** of Chair Mountain Ranch Subdivision and the adjacent lot
**Parcel C;** A parcel of land in the T11S, R8W, of the 6th P.M.-with that portion lying east of the East Boundary of Chair Mountain Ranch Subdivision, and running to the center of the Crystal River, and bounded by the extension of the So. boundary line of Lot 5 and the No. Boundary line of Lot 7, Block 1, Chair Mountain Ranch Subdivision.

- The County Attorney office, Community Development Director have reviewed and approved the application.
- There is no 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-20-00062**
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** Robert Russell Ellis **(Owner)** Yvonne Marie Ellis **(Owner)**

_____ **(Owner)** _____ **(Owner)**

**RECITALS:**

**Legal Description**: Complete – please attach if too long

Legal Description Attached

and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado

2. This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

**NOW, THEREFORE, it is agreed that:**

1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.

2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.

4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.

5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.

6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Date: January 7, 2021 — Robert Russell Ellis — **Owner**

Date: Jan. 7, 2021 — Yvonne Marie Ellis — **Owner**

Date: _____ — _____ — **Owner**

Date: _____ — N/A — **Mortgage or Lien Holder**

STATE OF COLORADO )
)ss
COUNTY OF ~~GUNNISON~~ GARFIELD )

The foregoing instrument was acknowledged before me this 7 day of January 20 21 by Yvonne Marie Ellis + Robert Russell Ellis (Owner/s).

Witness my hand and official seal.

My Commission expires: 2/3/2024

Rita Brooks
Notary Public

RITA BROOKS
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20164004416
MY COMMISSION EXPIRES FEB 3, 2024

Address: 0290 Hwy 133
Carbondale CO 81623

STATE OF COLORADO )
)ss
COUNTY OF GUNNISON )

The foregoing instrument was acknowledged before me this _____ day of _____20___ by _____ **(Mortgage/Lien Holder).**

Witness my hand and official seal.

My Commission expires: _____

_____
Notary Public

Address:

Date: _____

| | | |
|---|---|---|
| _____ | _____ | _____ |
| Jonathan Houck<br>Chairperson | Roland Mason<br>Vice-Chairperson | Elizabeth Smith<br>Commissioner |

Board of County Commissioners
Gunnison County, Colorado

Attest:

_____
Gunnison County Clerk and Recorder

LEGAL DESCRIPTION

Lot 6, Block 1 of the Chair Mountain Ranch subdivision according to the Plat recorded January 27, 1961 at Reception No. 247638

and

Parcel C: A parcel of land in T 11 S, R 8 W, of the 6th P.M. - with that portion lying east of the East Boundary of Chair Mountain Ranch Subdivision, And running to the center of the Crystal River, And bounded by the extension of the South boundary line of Lot 5 and the North boundary line of Lot 7, Block 1, Chair Mountain Ranch Subdivision, County of Gunnison, State of Colorado.

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Lot Cluster Agreement and Declaration; Lots 9-14 &

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

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

**Summary:**

Cluster lots 9,10,11,12,13,14,27,28,29,30,31,& 32 Blk. 27 Schofield Townsite

**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 appears legally sufficient. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 3/31/2021 Certificate of Insurance Required

Yes ○ No ◉

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

March 30, 2021
RE: Lot Cluster Schofield Townsite
Adam Masonbrink have applied to cluster
Lots 9,10,11,12,13,14,27,28,29,30,31 & 32, Block 27 Schofield Townsite

- The County Attorney office, Community Development Director have reviewed and approved the application.
- There is no HOA, and no utilities
- 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-21-00014**
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** Adam Masonbrink _____ _____
**(Owner)** **(Owner)**

_____ _____
**(Owner)** **(Owner)**

**RECITALS:**

**Legal Description**: Complete – please attach if too long

[redacted]

[redacted]

**Lots 9,10,11 & 30,31,32, Block 27, Schofield Townsite**
**Lots 12,13,14 & 27,28,29, Block 27, Schofield Townsite**
and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado

2. This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

**NOW, THEREFORE, it is agreed that:**

1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.

2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.

4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.

5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.

6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Date: 03/15/2021 Adam Masonbrink
**Owner**

Date: _____
**Owner**

Date: _____
**Owner**

Date: _____
**Mortgage or Lien Holder**

STATE OF Florida )
)ss
COUNTY OF Miami-Dade )

The foregoing instrument was acknowledged before me this 15th day of March **2021**
by Adam Masonbrink **(Owner/s).**

Witness my hand and official seal.

My Commission expires: 02/05/2022

Sonya Washington Online Notary
Notary Public Sonya Washington
CO drivers license provided by Adam Masonbrink
Notarized online using audio-video communication

SONYA WASHINGTON
Notary Public - State of Florida
Commission # GG182756
Expires on February 5, 2022

STATE OF COLORADO )
)ss
COUNTY OF GUNNISON )

The foregoing instrument was acknowledged before me this _____ day of _____20___ by _____ **(Mortgage/Lien Holder).**

Witness my hand and official seal.

My Commission expires: _____

_____
Notary Public

Address:

Date: _____

| | | |
|---|---|---|
| _____ | _____ | _____ |
| Jonathan Houck | Roland Mason | Elizabeth Smith |
| Chairperson | Vice-Chairperson | Commissioner |

Board of County Commissioners
Gunnison County, Colorado

Attest:

_____
Gunnison County Clerk and Recorder

# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Amendment to Declaration of Protective Covenants o

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Town of Crested Butte, The McCormick Ranch Association

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

**Summary:**

Request to amend the covenants to prohibit short term rentals.

**Fiscal Impact:**

**Submitted by:** Hillary Seminick **Submitter's Email Address:** hseminick@gunnisoncounty.org

**Finance Review:** ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

**County Attorney Review:** ◉ Required ○ Not Required

Comments:
Reviewed and appears legally sufficient; note approval by all owners and by Town of Crested Butte. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 3/31/2021 Certificate of Insurance Required

Yes ○ No ◉

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

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

To: Gunnison County Board of County Commissioners

From: Hillary Seminick, AICP, Senior Planner, Community Development Department

Date: April 6, 2021

Re: **LUC-21-00008 McCormick Ranch Covenant Amendment**

---

The Applicant, The McCormick Ranch Association, represented by David Leinsdorf, have submitted an request to amend the Declaration of Protective Covenants of The McCormick Ranch recorded on August 18, 2000 at Reception No. 504296. The purpose of the proposed amendment is to prohibit short term rentals within the Association.

Section 12.2 of the Declaration and Section 38-33.3-217 of the Colorado Revised Statues require the written consent of at least 67% of the owners within the Association. The Applicant has provided written consent from 100% of the ownership, exceeding this requirement.

Section 12.6 and 12.7 of the Declaration requires that amendments to the Declaration be approved by Gunnison County and the Town of Crested Butte; respectively. The amendment was approved by the Town of Crested Butte in a regular meeting on March 1, 2021.

The Applicant requests the approval of the Board of the County Commissioners to amend the covenants to prohibit short term rentals within the Association.

A copy of the full application can be downloaded from the permit database on the County Website at *https://www.gunnisoncounty.org/436/Permit-Database*.

/S/ Hillary Iza Seminick, AICP

Exhibits

A. Amendment to the Declaration of Protective Covenants of The McCormick Ranch Regarding Rentals (signed)
B. Adopted Declaration of Protective Covenants (August 18, 2000)

**DAVID LEINSDORF**

ATTORNEY AT LAW

P.O. BOX 187, 215 ELK AVENUE
CRESTED BUTTE, CO 81224-0187
EMAIL: david81224@gmail.com
TELEPHONE: (970) 349-6111

March 22, 2021

Hillary Seminick, Senior Planner
Gunnison County Community Development
221 N. Wisconsin Street, Suite D
Gunnison, Colorado 81230

**HAND DELIVERED**

**RE: The McCormick Ranch**

Dear Hillary:

Enclosed please find the Amendment to Declaration of Protective Covenants of The McCormick Ranch Regarding Rentals with the following original signature pages:

1. Lot 1 - Wendy F. Lindenmeyr and Henry Lindenmeyr.
   Lot 2 – Jeffrey Scott Gardner and Anna Love Gardner.
   Lot 3 – John R. Mason.
   Lot 4 – Scott R. Nelson.
   Lot 5 – Patricia S. Bailey, Manager of Bailey's Crested Butte Properties, LLC.
   Lots 6 and 7 – Kathryn S. Kissam, Trustee of Trust Agreement of Kathryn S. Kissam, Member of Denovo Mountains, LLC

2. Approval by Town of Crested Butte, Colorado.

The last blank page is Approval by Gunnison County, Colorado.

Also enclosed is a $58.00 check to pay the recording fee.

Please let me know when this matter is scheduled for consideration by the Board of County Commissioners.

Thank you.

Sincerely yours,

David Leinsdorf

received
3-22-21

DL/jmk

Enclosures: Amendment to Declaration of Protective Covenants
Check

ec w/ encls: John Mason

WHEN RECORDED RETURN TO:
David Leinsdorf
P. O. Box 187
Crested Butte, CO 81224

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS**

**OF**

**THE McCORMICK RANCH REGARDING RENTALS**

**Whereas,** the Declaration of Protective Covenants of The McCormick Ranch was recorded August 18, 2000 as Reception No. 504296 in the office of the Gunnison County Clerk and Recorder ("Declaration"); and

**Whereas,** Section 12.2 of the Declaration and Section 38-33.3-217 of Colorado Revised Statutes provide that the Declaration may be amended by written consent by the owners of 67% of the Lots in The McCormick Ranch;

**Now, therefore,** the undersigned hereby agree that, upon the recording of amendments containing these same provisions signed by not less than the owners of 67% of Lots in The McCormick Ranch, and approval by Gunnison County and the Town of Crested Butte as required by Sections 12.6 and 12.7 of the Declaration, respectively, the Declaration shall be amended as follows:

**1. Restrictions on Rentals.** Effective June 1, 2021, the following are prohibited in The McCormick Ranch:

1.1 Renting a Family Residence and/or Guest House for a period of less than six months;

1.2 Renting a Family Residence and/or Guest House more often than once every six months;

1.3 Subletting or assigning a rental agreement.

1.4 Renting an undeveloped Lot, except for a grazing lease.

**2. Notice to Association.** All rentals shall be subject to the following additional requirements:

2.1 All rental agreements shall be in writing and must contain the following:

A. Name(s) of the renter(s).

B. Renter's or renters' cell phone number(s) and email address(es).

C. Renter's or renters' mailing address(es).

D. A provision authorizing the Association, as the Owner's agent, to file a forcible entry and detainer action pursuant to the provisions of Section 2.5, below.

2.2 At least two weeks prior to the commencement of each rental, the fully executed written rental agreement shall be sent by email to the Association's property manager and President.

2.3 All rental agreements must contain the renter's or renters' agreement to abide by the Association Documents (covenants, rules, regulations and policies).

2.4 All rental agreements must contain the renter's or renters' acknowledgment of the potential penalties for violation of the Association Documents (covenants, rules, regulations and policies).

2.5 For a first violation of the Association Documents, the Association may impose a fine of up to 10% of the monthly or average monthly rent. For a second and subsequent violation of the Association Documents, the Association may require termination of the rental agreement, eviction of the renter or renters and a fine of up to 10% of the monthly or average monthly rent. If all renters have not vacated the premises within two weeks after termination of the rental agreement, the Association shall have the right to file a forcible entry and detainer action to evict all renters from Owner's Property, at Owner's expense, and Owner may be prohibited from renting such Property for two years, commencing on the date the Property was vacated.

2.6 The Association may waive all or part of a penalty if, in the Association's sole discretion, the waiver will not materially impair the Association Documents or the peace and tranquility of The McCormick Ranch.

**3. Interpretation.** Capitalized terms in this document shall have the same meaning as terms defined in Article 2 of the Declaration.

Except as modified by this Amendment, the Declaration is hereby reaffirmed and ratified.

**(Signature pages follow)**

The undersigned Owner of Lot 1 in The McCormick Ranch hereby signs this Amendment to Declaration of Protective Covenants this 25 day of January, 2021.

Wendy F. Lindenmeyr

Henry Lindenmeyr

STATE OF Colorado )
) ss.
COUNTY OF Gunnison )

The foregoing Amendment to Declaration of Protective Covenants was acknowledged before me this 25 day of January, 2021 by Wendy F. Lindenmeyr and Henry Lindenmeyr.

Witness my hand and official seal.

My commission expires: 7/29/2022

BRENDA L ARCHER
Notary Public - State of Colorado
Notary ID 20024020716
My Commission Expires Jul 29, 2022

Brenda L Archer
Notary Public

The undersigned Owners of Lot 2 in The McCormick Ranch hereby sign this Amendment to Declaration of Protective Covenants this 16th day of MARCH, 2021.

Jeffrey Scott Gardner

Anna Love Gardner

STATE OF Colorado )
) ss.
COUNTY OF Denver )

The foregoing Amendment to Declaration of Protective Covenants was acknowledged before me this 16 day of MARCH, 2021 by Jeffrey Scott Gardner and Anna Love Gardner.

Witness my hand and official seal.

My commission expires: June 13, 2023

MIA B BALLENTINE
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 19954007922
MY COMMISSION EXPIRES JUN 13, 2023

Notary Public

The undersigned Owner of Lot 3 in The McCormick Ranch hereby signs this Amendment to Declaration of Protective Covenants this 22nd day of December, 2020.

John R. Mason

John R. Mason

STATE OF Colorado )
) ss.
COUNTY OF Gunnison )

The foregoing Amendment to Declaration of Protective Covenants was acknowledged before me this 22ND day of December, 2020 by John R. Mason.

Witness my hand and official seal.

My commission expires:
12/22/2022

SARAH HELM ALLEN OTERO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144048198
MY COMMISSION EXPIRES DEC. 22, 2022

Notary Public

The undersigned Owner of Lot 4 in The McCormick Ranch hereby signs this Amendment to Declaration of Protective Covenants this 24th day of December, 2020.

Scott R. Nelson

STATE OF Pennsylvania )
) ss.
COUNTY OF Montgomery )

The foregoing Amendment to Declaration of Protective Covenants was acknowledged before me this 24th day of December, 2020 by Scott R. Nelson.

Witness my hand and official seal.

My commission expires: 02/25/2024

Notary Public

Commonwealth of Pennsylvania - Notary Seal
Yeoun Rhee, Notary Public
Montgomery County
My commission expires February 25, 2024
Commission number 1366375
Member, Pennsylvania Association of Notaries

The undersigned Owner of Lot 5 in The McCormick Ranch hereby signs this Amendment to Declaration of Protective Covenants this 26 day of January, 2021.

BAILEY'S CRESTED BUTTE PROPERTIES, LLC,
an Arkansas limited liability company

By Patricia S Bailey
Patricia S. Bailey, Manager

STATE OF AR )
) ss.
COUNTY OF Pulaski )

The foregoing Amendment to Declaration of Protective Covenants was acknowledged before me this 26 day of January, 2021 by Patricia S. Bailey, Manager of Bailey's Crested Butte Properties, LLC.

Witness my hand and official seal.

My commission expires: 08/27/2024

Notary Public

JORDAN M. POWELL
NOTARY PUBLIC-STATE OF ARKANSAS
PULASKI COUNTY
My Commission Expires 8-27-2024
Commission # 12400238

The undersigned Owner of Lots 6 and 7 in The McCormick Ranch hereby signs this Amendment to Declaration of Protective Covenants this 4th day of February, 2021.

Denovo Mountains, LLC, a
Colorado limited liability company,
by Trust Agreement of Kathryn S. Kissam,
dated January 3, 2019, Member

By Kathryn S Kissam
Kathryn S. Kissam, Trustee

STATE OF Colorado )
) ss.
COUNTY OF Gunnison )

The foregoing Amendment to Declaration of Protective Covenants was acknowledged before me this 4th day of February, 2021 by Kathryn S. Kissam, Trustee of Trust Agreement of Kathryn S. Kissam, dated January 3, 2019, Member of Denovo Mountains, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 8/16/2022

MYKALLA HIGGINS
Notary Public
State of Colorado
Notary ID # 20184032797
My Commission Expires 08-16-2022

Mykalla Higgins
Notary Public

**APPROVAL BY TOWN OF CRESTED BUTTE, COLORADO**

Pursuant to Section 12.7 of the Declaration of Protective Covenants of The McCormick Ranch recorded August 18, 2000 as Reception No. 504296 in the office of the Gunnison County Clerk and Recorder, the Town of Crested Butte, a Colorado home rule municipality, hereby approves the foregoing Amendment to Declaration of Protective Covenants of The McCormick Ranch Regarding Rentals.

**Approved** in open meeting this 1st day of March, 2021 on motion by Laura Mitchell, seconded by Chris Haver, and passed on a vote of 7-0 in favor (Consent Agenda)

**Town of Crested Butte, a Colorado home rule municipality**

**By** _____

James A. Schmidt **(Name)**

Mayor **(Title)**

**Attest:**

_____

**Town Clerk**

**(SEAL)**

TOWN OF CRESTED BUTTE CORPORATE SEAL JULY 2, 1880 GUNNISON COUNTY, CO

**APPROVAL BY GUNNISON COUNTY, COLORADO**

Pursuant to Section 12.6 of the Declaration of Protective Covenants of The McCormick Ranch recorded August 18, 2000 as Reception No. 504296 in the office of the Gunnison County Clerk and Recorder, the Board of County Commissioners of Gunnison County, Colorado hereby approves the foregoing Amendment to Declaration of Protective Covenants of The McCormick Ranch Regarding Rentals.

**Approved** in open meeting this ____ day of _____, 202___ on motion by Commissioner _____, seconded by Commissioner _____, and passed _____ _____.

**Board of County Commissioners of Gunnison County, Colorado**

**By**_____
_____ **(Name)**
**Chairperson**

**Attest:**

_____
**Deputy County Clerk**

**(SEAL)**

## DEDICATION

Verzuh Ranch, Inc., a Colorado corporation, being the owner of approximately 253.34 acres in Sections 1 and 2, Township 14 South, Range 86 West, 6th Principal Meridian, Gunnison County, Colorado, under the name of THE MCCORMICK RANCH, has laid out, platted and subdivided the same as shown on this Plat and does hereby dedicate and convey to The McCormick Ranch Association, Inc., a Colorado nonprofit corporation, the roads, easements (except public trail easements) and other areas as shown hereon and hereby dedicates those portions of the land labeled as easements for the installation and maintenance of utilities and other purposes as shown hereon Verzuh Ranch, Inc. hereby dedicates to each lot owner a non-exclusive easement for access and utilities over and across the driveways shown on this Plat.

Verzuh Ranch, Inc. hereby dedicates to the Town of Crested Butte, Colorado various public easements and public trail easements across THE MCCORMICK RANCH as depicted hereon and reserves the right, until December 31, 2010, to modify the location thereof, as provided in Section 14.1(H) of the Declaration. The owners of lots and all holders of liens and other interests in THE MCCORMICK RANCH waive all objections to such public easements and trails and their relocation and hereby agree that their interests in THE MCCORMICK RANCH shall automatically be subordinate to such dedicated public easements and trails and their relocation without the recording of any further subordination or other consent or documentation.

The land platted and subdivided as THE MCCORMICK RANCH is described as follows:

A tract of land within the W1/2NW1/4 of Section 1, and the N1/2 Section 2, Township 14 South, Range 86 West, Sixth Principal Meridian, Gunnison County, Colorado, said tract being more particularly described as follows:

BEGINNING AT A POINT which is the north quarter corner of said Section 2, (as marked by a USGLO brass cap monument); thence the following courses around said tract

1. North 89° 38' 07" West 169.11 feet along the north boundary of said Section 2;
2. South 2504.19 feet to a point on the easterly extension of the southerly boundary of Block 60 of the Town of Crested Butte;
3. North 89° 57' 52" East 161.81 feet along said easterly extension to a point on the north-south center section line of said Section 2;
4. South 00° 09' 53" West 81.52 feet along said north-south center section line to the center quarter corner of said Section 2;
5. South 89° 26' 35" East 2583.46 feet along the east-west center section line to the east quarter corner of said Section 2, (as marked by a USGLO brass cap monument);
6. South 89° 29' 50" East 1323.92 feet along the south boundary of said W1/2NW1/4 to the southeast corner of said W1/2NW1/4;
7. North 00° 26' 01" East 2647.41 feet along the east boundary of said W1/2NW1/4 to the northeast corner of said W1/2NW1/4;
8. North 88° 15' 17" West 1237.07 feet along the north boundary of said Section 1 to the northwest corner of said Section 1, (as marked by a USGLO brass cap monument);
9. North 88° 21' 26" West 2672.13 feet along the north boundary of said Section 2 to said north quarter corner of said Section 2, said corner also being the POINT OF BEGINNING of the herein described tract.

IN WITNESS WHEREOF, Billy Joe Lacy has subscribed his name hereto as President of Verzuh Ranch, Inc., a Colorado corporation, this 7th day of August, 2000

Verzuh Ranch, Inc., a Colorado corporation

By: Billy Joe Lacy
Billy Joe Lacy, President

STATE OF COLORADO )
) ss.
COUNTY OF GUNNISON )

The foregoing Dedication was acknowledged before me this 7th day of August, 2000 by Billy Joe Lacy as President of Verzuh Ranch, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 6/12/2001

Notary Public

DAVID LEINSDORF NOTARY PUBLIC STATE OF COLORADO

## GENERAL NOTES

1. The driveways and building sites shown hereon are depicted graphically only. To the extent feasible, all driveways and building sites shall be located as depicted on this plat. To maximize impact on setbacks, avoid building constraints, preserve foliage or for other good cause, the Architectural Review Committee shall have the right to review and approve the precise location of all driveways and building sites located on this Plat including the right to locate or relocate a driveway on an adjacent lot. Verzuh Ranch, Inc. hereby reserves the right to designate 30 foot wide access, utility and maintenance easements along the as-constructed centerline of all driveways.

2. Verzuh Ranch, Inc. hereby reserves easements 20 feet in width for the installation of underground utilities around the perimeter of each lot and along both sides of every road. Upon completion of any installation or maintenance of utilities, the property disturbed or damaged by such installation or maintenance shall be restored as near as reasonably possible to its original condition. Verzuh Ranch, Inc. reserves the right to allow any utility provider to utilize easements reserved on this Plat and/or assign such easements to The McCormick Ranch Association, Inc.

3. Verzuh Ranch, Inc. reserves the right to adjust up to 100 feet in each direction the location of any road easement or, subject to approval by the Town of Crested Butte, any trail easement shown on this plat to maximize impact on setbacks, avoid building constraints, preserve foliage or for other good cause. Any Building Site which is contiguous to a road shall remain contiguous to a relocated road and shall be enlarged if the road is moved away from the location of the Building Site shown on this Plat. If the road is moved into the Building Site, the Building Site shall be reconfigured, subject to environmental constraints, to maintain approximately the same size shown on this Plat.

4. The Town of Crested Butte shall have the right to move nordic ski trail easements up to 100 feet in either direction from the locations depicted hereon.

5. According to Colorado Law you must commence legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

6. Verzuh Ranch, Inc. reserves for itself, its representatives, successors and assigns, easements and rights of way through The McCormick Ranch, for the purpose of operating, maintaining, constructing and using water from the Green, McCormick and Wilson Ditches. In accordance with Colorado Revised Statutes Section 37-86-103, such easements and rights of way shall extend only to ditches, dikes, cuttings, pipelines and other structures sufficient for the purpose(s) required.

7. The McCormick Ranch Association, Inc. shall remove snow from the access road to all lots in The McCormick Ranch.

8. Any person who purchases or obtains any interest in any of the real property platted pursuant to this Plat shall be deemed to have accepted the terms, conditions, exceptions, restrictions, limitations and definitions contained on this Plat and in the Declaration of Protective Covenants of The McCormick Ranch.

9. Verzuh Ranch, Inc. reserves the right, on or before December 31, 2010, to modify this Plat if it is deemed necessary or appropriate to effectuate the purpose and intent of this Plat, subject to the limitations contained in Sections 12.3 and 12.7 of the Declaration of Protective Covenants of The McCormick Ranch.

10. Basis of bearings shown hereon is astronomic north as determined by solar observation.

11. Private fishing and walking easements as shown hereon adjacent to State River are for the exclusive use of The McCormick Ranch lot owners.

12. Recorded rights of way and easements affecting subject property, if any, are not shown hereon as there were none shown on the Title Commitment for subject property prepared by Gunnison County Abstract Co., dated June 22, 1999, and provided by client.

13. Access road, Building Sites, and Driveway locations as shown hereon were located using digital information provided by Schmueser Gordon Meyer, Inc., 118 W. 6th Street, Glenwood Springs, CO 81601. Locations were determined by client.

14. Dogs are prohibited from the area of public access to the State River and from public trails, except that leashed dogs shall be allowed on the trail crossing the northwest corner of Lot 6.

15. 100 year flood plain shown hereon was located using digital information provided by Schmueser Gordon Meyer, Inc., 118 W. 6th Street, Glenwood Springs, CO 81601.

## ATTORNEY'S OPINION

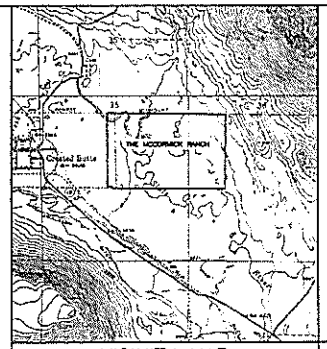
I, David Leinsdorf, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all land herein dedicated and subdivided. Such title is held in the name of Verzuh Ranch, Inc., a Colorado corporation, and is free and clear of all liens, defects, encumbrances, restrictions and reservations, except as follows:

1. The lien for 2000 real property taxes and assessments.
2. United States Patent reservations.
3. Any rights, interest or easements in favor of the United States, State of Colorado or the public which exist or are claimed to exist in and over present and past bed, banks and water of the State River and Washington Gulch, only insofar as subject property may be affected.
4. Terms and conditions in Board of County Commissioners of Gunnison County Resolution No. 19, Series 1999 recorded as Reception No. 495678.
5. Declaration of Protective Covenants of The McCormick Ranch recorded as Reception No. 504296.
6. Fence lines shown on this Plat.
7. Development Improvements Agreement recorded as Reception No. 504297.
8. _____

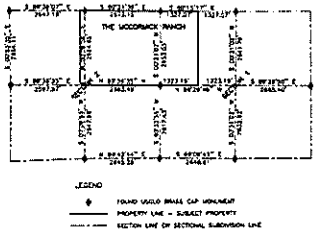
This opinion does not address mortgages, deeds of trust or similar instruments wherein the subject property is utilized as security for a promissory note or other written instrument of debt, nor does it address instruments affecting title but not recorded as of the date of this opinion.

Dated this 7th day of August, 2000.

David Leinsdorf, Registration No. 2740




VICINITY MAP
SCALE: 1" = 2000'




CONTROL DIAGRAM
SCALE: 1" = 2000'

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado on this 21st day of August A.D. 2000, Reception Number 504295 Time 8:33 AM Date 8/21/2000

County Clerk

504295 08/21/2000 08:33P 3of3
1 of 2 R 20.00 D 0.00 N 0.00 Gunnison County

LAND SURVEYOR'S STATEMENT

I, Brenda C. Kiester, a registered land surveyor in the State of Colorado, certify that this plat of THE MCCORMICK RANCH was made under my direction and control and that the survey referred to herein was made under my direction and control or was based on a survey performed by Purvis Land Surveying, Inc. in June, 1998 - June, 1999, and that the plat and survey are true and correct to the best of my knowledge. Monuments have been found or set as shown on this plat.

Dated this 4th day of August A.D. 2000.

Brenda C. Kiester
Colorado L.S. No. 33647

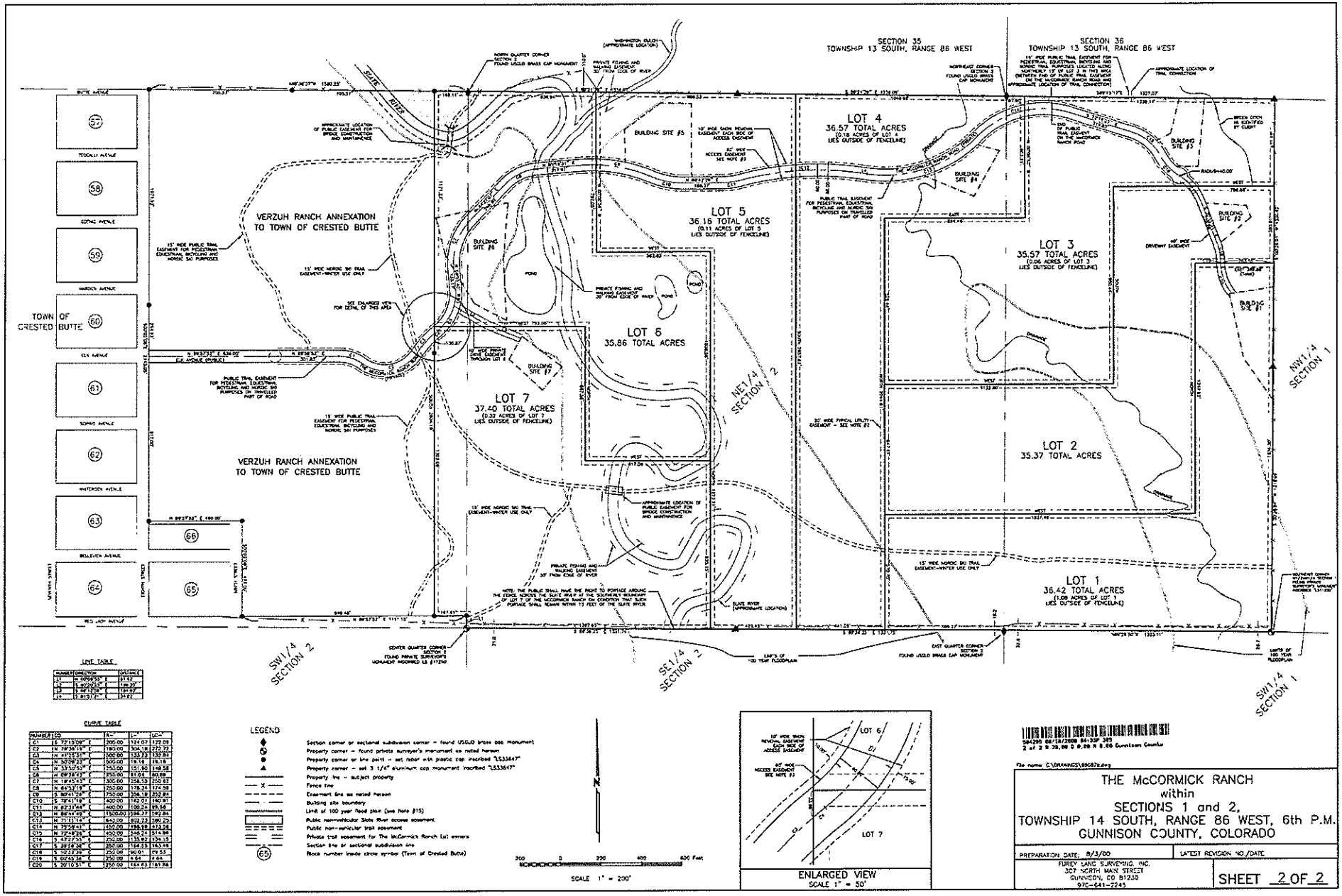
File name: G:\DRAWINGS\1800TH.dwg

# THE McCORMICK RANCH
within
SECTIONS 1 and 2,
TOWNSHIP 14 SOUTH, RANGE 86 WEST, 6th P.M.
GUNNISON COUNTY, COLORADO

| PREPARATION DATE: 8/3/00 | LATEST REVISION NO./DATE |
|---|---|

PURVIS LAND SURVEYING, INC.
337 NORTH MAIN STREET
GUNNISON, CO 81230
303-641-2245

SHEET 1 OF 2




LINE TABLE

| NUMBER | DIRECTION | DISTANCE |
|---|---|---|
| L1 | N 00°09'53" E | 81.52' |
| L2 | N 80°09'53" E | 199.20' |
| L3 | S 44°18'08" E | 134.87' |
| L4 | S 81°51'47" E | 34.62' |

CURVE TABLE

| NUMBER | CD | R= | L= | LC= |
|---|---|---|---|---|
| C1 | S 72°15'08" E | 200.00 | 124.07 | 122.08 |
| C2 | N 29°39'15" E | 180.00 | 304.18 | 272.72 |
| C3 | N 41°35'51" W | 300.00 | 133.23 | 132.16 |
| C4 | N 52°09'33" W | 500.00 | 19.18 | 19.18 |
| C5 | N 33°01'52" W | 150.00 | 151.90 | 149.58 |
| C6 | N 09°38'43" E | 250.00 | 81.01 | 80.68 |
| C7 | N 18°45'43" E | 300.00 | 224.53 | 219.62 |
| C8 | N 66°43'19" E | 350.00 | 178.34 | 174.58 |
| C9 | S 80°41'06" E | 350.00 | 334.18 | 322.84 |
| C10 | S 78°41'19" E | 400.00 | 162.01 | 160.91 |
| C11 | N 82°31'48" E | 400.00 | 100.24 | 99.98 |
| C12 | N 86°44'49" E | 1500.00 | 598.27 | 594.34 |
| C13 | N 71°11'14" E | 843.00 | 302.23 | 300.55 |
| C14 | N 75°28'41" E | 450.00 | 486.88 | 462.26 |
| C15 | N 72°48'26" E | 450.00 | 340.24 | 514.96 |
| C16 | S 43°27'45" E | 250.00 | 135.82 | 134.15 |
| C17 | S 28°28'36" E | 250.00 | 164.55 | 161.48 |
| C18 | S 10°23'28" E | 250.00 | 140.01 | 29.53 |
| C19 | S 00°49'38" E | 250.00 | 4.64 | 4.64 |
| C20 | S 30°10'51" E | 250.00 | 164.63 | 161.98 |

LEGEND

- Section corner or sectional subdivision corner - found USGLO brass cap monument
- Property corner - found private surveyor's monument as noted hereon
- Property corner or line point - set rebar with plastic cap inscribed "LS33647"
- Property corner - set 3 1/4" aluminum cap monument inscribed "LS33647"
- Property line - subject property
- Fence line
- Easement line as noted hereon
- Building site boundary
- Limit of 100 year flood plain (see Note #15)
- Public nonvehicular State River access easement
- Public non-vehicular trail easement
- Private trail easement for The McCormick Ranch Lot owners
- Section line or sectional subdivision line
- (65) Block number inside circle symbol (Town of Crested Butte)

N

200 0 200 400 600 Feet

SCALE 1" = 200'




ENLARGED VIEW
SCALE 1" = 50'

384290 08/19/2000 04:33P 3&5
2 of 2 R 20.00 D 0.00 N 0.00 Gunnison County

File name: C:\DRAWINGS\98087e.dwg

THE McCORMICK RANCH
within
SECTIONS 1 and 2,
TOWNSHIP 14 SOUTH, RANGE 86 WEST, 6th P.M.
GUNNISON COUNTY, COLORADO

| PREPARATION DATE: 8/3/00 | LATEST REVISION NO./DATE |
|---|---|


FUREY LANE SURVEYING, INC.
307 NORTH MAIN STREET
GUNNISON, CO 81230
970-641-2245


SHEET 2 OF 2

504296 08/18/2000 04:39P 135
1 of 25 R 125.00 D 0.00 N 0.00 Gunnison County

(13)

# DECLARATION OF PROTECTIVE COVENANTS

# OF

# THE McCORMICK RANCH

**THIS DECLARATION AND AGREEMENT** is executed the 7th day of August, 2000, with an effective date of August 7, 2000, by Verzuh Ranch, Inc., a Colorado corporation, hereafter termed "Declarant".

## ARTICLE 1.

## STATEMENT OF PURPOSE OF DECLARATION

**Section 1.1** **Ownership of Property**. Declarant is the owner of real property located in the West Half of the Northwest Quarter (W½NW¼) of Section 1 and the Northeast Quarter (NE¼) of Section 2, Township 14 South, Range 86 West, 6th Principal Meridian, County of Gunnison, State of Colorado more particularly described on attached **Exhibit A** ("Property").

**Section 1.2** **Declaration of Covenants**. Declarant hereby makes, declares and establishes the following covenants, restrictions and easements which shall affect the Property. This Declaration of Protective Covenants shall run with the Property and shall be binding upon all persons and entities having any right, title or interest in and to the Property or any Lots, tracts or parts thereof, their heirs, successors and assigns and their tenants, employees, guests and invitees and shall inure to and be for the benefit of each Owner of a Lot within the Property.

**Section 1.3** **Statement of Purpose**. This Declaration of Protective Covenants is imposed for the benefit of all Owners and future owners of Lots, parcels and areas located within the Property and to provide for the preservation of values of the Property and to provide and to establish the covenants, easements, restrictions, assessments and liens hereafter set forth, all of which are for the benefit of the Owners of Lots.

**Section 1.4** **Enlargement of Property**. Declarant hereby reserves the right to enlarge the Property by the addition of additional real property owned by Declarant or by any other person, by the recording in the records of Gunnison County, Colorado of a certificate or certificates setting forth the legal description or descriptions of the real property so added to the Property together with a plat of such additional Property. Such certificate may be incorporated into the plat of such additional Property. Such certificate may also set forth any specific provisions that pertain only to the additional real property. The recording of the certificate or certificates shall subject the Property, as so enlarged, to all of the terms and conditions of these Protective Covenants, except only as may be modified by such certificate or certificates. The number of McCormick Ranch Lots shall not exceed nine (9).

**Section 1.5** **Common Interest Community**. Declarant further declares the Property to be a Planned Community under the Colorado Common Interest Ownership Act.

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## ARTICLE 2.

## DEFINITIONS

The following terms and words shall have the following definitions:

**Section 2.1** "**Association**" shall mean the McCormick Ranch Association, Inc., a Colorado non-profit corporation, or any successor thereof charged with the duties and obligations set forth herein.

**Section 2.2** "**Association Documents**" shall mean this Declaration of Protective Covenants, the Plat, the Articles of Incorporation and Bylaws of the Association, any amendments thereto, and any future design guidelines, rules and regulations or policies adopted by the Association.

**Section 2.3** "**Assessments**" shall mean annual, periodic, special or default assessments levied pursuant to this Declaration to provide the funds required to meet the obligations of the Association.

**Section 2.4** "**Barn**" shall mean an accessory building designed to enclose livestock and to store agricultural products, feed, supplies and agricultural and livestock equipment and property and any incidental use associated therewith.

**Section 2.5** "**Board of Directors" or "Board**" shall mean the Board of Directors of the Association duly elected and acting according to the Articles of Incorporation and Bylaws of the Association.

**Section 2.6** "**Building**" shall mean a building or structure, or any similar type of improvement situate and located on a lot or parcel of land within the Property.

**Section 2.7** "**Building Site**" shall mean the envelope or area within a Lot where a Building or other improvement shall be located, always subject to the prior written approval of the Board of Directors. Fences and corrals enclosing up to one (1) acre on each Lot and a well and/or individual sewage disposal system may be constructed outside of the Building Site upon approval by the Board. The Board shall have the right to modify the size and shape of the Building Site in the general location shown on the Plat. The location of a Building Site constitutes no warranty or assurance that the Building Site contains potable water or is free of building constraints. A public trail or easement may abut or traverse a Building Site.

**Section 2.8** "**Common Area**" shall mean all real property in which the Association owns any interest or has a leasehold interest for the common use and enjoyment of its members, as designated on the recorded plat. Such interest may include, without limitation, estates in fee, estates for a term of years, leasehold estates, or easements. Each and every Common Area may have a restricted use or enjoyment and may be designated for a specific use for such Common Area.

**Section 2.9** "**Family Residence**" shall mean the primary residence on any Lot designed for occupancy by the owner of the Lot.

**Section 2.10** "Garage" shall mean an accessory building or an accessory portion of a residence designed for the storage of one or more motor vehicles.

**Section 2.11** "Guest House" shall mean a separate residence, either attached or detached from the family residence, designed for occupancy either by the owner of the Lot or the owner's guests or caretaker.

**Section 2.12** "Improvement" shall mean all buildings, structures, parking areas, loading areas, fences, walls, hedges, plantings, poles, driveways, ponds, lakes, recreational facilities, signs, decks, enclosures, changes in exterior color or shape, excavation, and all other site work including without limitation grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement constructed or completed on the Property.

**Section 2.13** "Lot" shall mean a Lot as shown on the Plat of The McCormick Ranch and any subsequent Plat, but not including common areas. The McCormick Ranch shall have no less than seven (7) and no more than nine (9) Lots.

**Section 2.14** "Maintenance Fund" shall mean the fund created by assessments and fees levied pursuant to this Declaration to provide the Association with funds it requires to carry out its duties hereunder.

**Section 2.15** "Member" shall mean any person holding membership in the Association whose land is subject to all of the terms and provisions of this Declaration.

**Section 2.16** "Mortgage" shall mean any mortgage, deed of trust or other document pledging a Lot or interest therein as security for the payment of any indebtedness. "First Mortgage" shall mean any mortgage which is not subject to or junior to any lien or encumbrance, except liens for taxes and other liens which are given priority by statute.

**Section 2.17** "Open Space" shall mean all of the Property except for the Building Sites, driveways, trails and easements shown on the Plat or provided for in this Declaration.

**Section 2.18** "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot; provided, however, that prior to the first conveyance of any Lot for value after this declaration, the Owner shall mean the Declarant.

**Section 2.19** "Plat" shall mean the plat of The McCormick Ranch and all subsequent plats as filed in the records of Gunnison County, Colorado, which are subject to these Protective Covenants, and as the same may be amended, enlarged or revised from time to time and affecting the Property.

**Section 2.20** "Property" shall mean and include all of the Property subject to this Declaration.

**Section 2.21** "Verzuh Ranch Annexation" shall mean approximately 79.28 acres of land contiguous to the west boundary of The McCormick Ranch 79.280 acres of which has been annexed to the Town of Crested Butte, the plat for which is being recorded in the Gunnison County records contemporaneously with the Plat of The McCormick Ranch.

## ARTICLE 3.

## USE OF LOTS

**Section 3.1** Residential Use.

A. All Lots shall be used exclusively for residential purposes. Each Lot shall have no more than one Family Residence, one attached or detached Guest House, one attached or detached Garage and one Barn. Such Family Residence, Guest House, Garage and Barn shall be contained in no more than three (3) buildings. No additional Buildings shall be permitted. No more than one water well shall be installed on any Lot. No time-sharing shall be allowed.

B. The Gunnison County Land Use Resolution may be amended to require a Land Use Change Permit to construct a Family Residence and/or other Improvements on a Lot.

**Section 3.2** Building Site. The main Family Residence and other Improvements shall be located substantially within the Building Site. Notwithstanding any other provision in this Declaration to the contrary, to minimize impact on wetlands or avoid building constraints, the Board shall have the discretion to allow:

A. The well and/or individual sewage disposal system to be located within or outside of the Building Site; and

B. An insubstantial portion of the main Family Residence and other Improvements to be located outside of the Building Site.

**Section 3.3** Guest House.

A. One Guest House, either attached or detached from the Family Residence, and containing not more than 1,500 square feet of gross residential floor area (GRFA), shall be allowed on each Lot.

B. The Guest House shall at all times be owned by the Owner of the Family Residence and the Lot upon which it is situate and neither the Guest House nor the Family Residence shall be leased separate and apart from a rental or lease of the entire Lot or commercially rented, except that the Guest House may be rented to a caretaker of the Family Residence and Lot. At no time shall a Guest House be used as the primary residence of a person or family other than the Owner of the Lot and the family of the Owner or a caretaker and the family of a caretaker employed by the Owner of the Lot.

C. Any detached Guest House shall only be served by and connected to the same water and sanitation facilities designed for and serving the Family Residence on the Lot and access to the Guest House shall only be by the same access driveway as provides access to the Family Residence.

D. The Gunnison County Land Use Resolution requires a Land Use Change Permit to construct a Guest House upon any Lot, which may or may not be approved.

**Section 3.4** **Barn.** One barn with an appropriately fenced corral or corrals shall be allowed on each Lot. All barns throughout the Property shall have uniform exterior siding and color as approved by the Board. All corrals throughout the Property shall be constructed of wood or other materials approved by the Board in a uniform style as approved by the Board. No wire fences shall be allowed, except on the perimeter of the Property.

**Section 3.5** **Approval of Use**. No Improvement shall be constructed on any Lot except only as approved by the Board.

**Section 3.6** **No Commercial Use**. No commercial or business enterprise of any nature shall be allowed or permitted on any Lot or Common Area; provided, however, that the Owner of the Lot may be permitted to rent or lease the Family Residence and/or Guest House (subject to the restrictions set forth in Section 3.3) and to conduct a home occupation, artistic or literary activity on any Lot upon the prior approval by the Board as to such occupation or activity. No such home occupation or artistic or literary activity shall diminish the residential character of the subdivision. No home occupation involving client or customer visits to a Lot shall be allowed.

**Section 3.7** **Snowmobiles**. Snowmobiles, snowcats, snowtractors or other similar motorized vehicles for travel over snow shall not be allowed, maintained or operated upon the Property except only between 7 A.M. and 10 P.M. for the following purposes:

A. To set and maintain cross country ski courses on designated trails shown on the Plat.

B. For access to and from a residence during the winter months, not for use on a Lot (except on a driveway for access).

C. To access an area off the Property where snowmobiles are permitted.

**Section 3.8** **Motorcycles and All Terrain Vehicles**. Motorcycles, all terrain vehicles and other similar or noisy vehicles shall be used only between 7 A.M. and 10 P.M.:

A. For access to and from a residence.

B. On roads, not on Lots (except on driveways for access).

**Section 3.9** **Parking**. All motor vehicle parking shall be in designated parking areas approved by the Board. Tractors, snowmobiles, motorcycles, recreational vehicles, trailers and other similar vehicles shall be parked and/or stored within a fully enclosed garage at all times.

**Section 3.10** **Rules and Regulations**. The Board shall have the authority to promulgate and enforce Rules and Regulations and/or design guidelines regarding the Property and its use on condition that such rules and regulations and/or design guidelines are not inconsistent with this Declaration.

**Section 3.11** **Obstructions to Slate River**. The Association and Owners shall not place or allow to be placed any obstructions to floating on the Slate River, except for fences to control cattle. The public shall have the right to portage around the fence across the Slate River at the southerly boundary of Lot 7 of The McCormick Ranch on condition that such portage shall remain within 15 feet of the Slate River.

**Section 3.12** **Partition of Lots**. No part of a Lot may be partitioned, separated or subdivided from any other part thereof. The provisions of this section shall have perpetual duration and shall not be amended, notwithstanding the provisions of Article 12.

**Section 3.13** **Perpetual Preservation of Open Space.** Except as provided in Section 3.2, no Buildings or other Improvements shall be constructed in any Open Space, provided, however, that fences and corrals enclosing up to one (1) acre on each Lot may be located outside of the Building Site upon approval by the Board. Notwithstanding the provisions of Section 12.1 or any other provisions of this Declaration, this Section 3.13 shall constitute a perpetual covenant running with title to all of the Lots.

**Section 3.14** **Private Fishing and Walking Easement**. A private trail easement for The McCormick Ranch Lot Owners and their guests and invitees is hereby dedicated on both sides of the Slate River as depicted on the Plat, subject to such rules and regulations as the Board may adopt.

**Section 3.15** **Public Trails**. Declarant has dedicated on the Plat a public non-vehicular Slate River access easement and 15' wide public non-vehicular trail easements, subject to the following terms and conditions:

A. All public easements are for public use. Dogs are prohibited, except on the trail crossing the northwest corner of Lot 6 connecting the Verzuh Ranch Annexation to the Town of Mt. Crested Butte recreation path, upon which leashed dogs shall be allowed. Public use as used in this paragraph 3.15 means pedestrians, bicyclers, wheel chair users, nordic skiers, horseback riders and other similar non-motorized users. Motorized vehicles shall be allowed as reasonably necessary for trail and bridge construction and maintenance.

B. Commercial use of trails for revenue is not permitted.

C. The Declarant has dedicated a perpetual access easement to the Town of Crested Butte for nordic skiing and setting nordic skiing trails on the nordic easements depicted on the Plat and public non-motorized access to the Slate River.

D. Trail use may be closed during nesting season, from May 1, through July 10, each year, and to avoid trail damage during the wet season. These dates may change when better information is acquired about nesting season and the impacts of people on nesting birds and animals.

E. The bridge over the river accessing The McCormick Ranch will be 22 feet wide, in compliance with Gunnison County Standards. Declarant shall sign the bidge: "YIELD TO PEDESTRIANS ON BRIDGE".

F. The Plat depicts the general locations of all trails. The Town of Crested Butte or its designee shall have the right to prepare a survey of all "as-built" trails. Nordic skiing trails may be moved by the Town of Crested Butte up to 100' in either direction from the locations depicted.

G. An east/west year-round trail is located on The McCormick Ranch Road, except near the easterly terminus of such trail, where it connects to adjacent property. Declarant reserves the right, on or before December 31, 2010, to relocate such trail on Lot 3 if necessary to connect to a trail on adjacent land.

H. The approximate locations of public easements on Lots 6 and 7 for bridge construction and maintenance are depicted on the Plat. The Town of Crested Butte, Colorado, or its designee, is granted a perpetual easement as reasonably necessary for bridge construction and maintenance. The area of such easement may vary from and/or be larger than the area depicted on the Plat.

I. Declarant has dedicated a public non-vehicular Slate River access easement for pedestrian, bicycle, nordic skiing, wheelchair, equestrian and other similar non-motorized uses as depicted on the Plat. Dogs are prohibited. Commercial use of the public river access easements for revenue is not permitted.

## ARTICLE 4.

## ARCHITECTURAL REVIEW AND APPROVAL

**Section 4.1** **Architectural Review Board**. The Board of Directors of the Association shall be the Architectural Review Board.

**Section 4.2** **Review and Approval**. No Family Residence, Guest House, Garage, Barn, Building or other Improvement shall be commenced, constructed, erected, altered, taken apart or maintained upon any Lot, nor shall any landscaping, excavation or tree clearing be done, nor shall any exterior addition, change, painting, decoration or alteration be made, until the plans and specifications thereof have been submitted to and approved in writing by the Board in the manner hereafter set forth.

**Section 4.3** **Submittal Procedure**. Prior to the commencement of any such work, complete plans shall be submitted to the Architectural Review Board for approval. The Board shall determine when a submission is complete. The submittal for approval shall include, at a minimum, the following documents:

A. A plot plan showing the location of any Building(s) or Improvements, landscaping, corrals, fences, access driveway, parking area and any terrain or structure features, such as large rocks, trees, ponds, patios, fences, utility lines, storage areas or decks.

B. Complete plans and specifications for the Building(s), and including a roof plan, in sufficient detail to verify and confirm the size, type and dimensions of the Building(s), mass and height of the Building(s), all design features thereof, all exterior elevations showing all sides of the Building(s), all floor plans and the types of construction and materials. All foundations shall be designed by a licensed engineer or architect.

C. Samples of the exterior materials and color schemes for the Building(s).

D. A detailed landscape, drainage and grading plan, including topography and contour lines.

**Section 4.4** **Purpose of Review**. The Board shall consider the suitability of the proposed Building(s) and in particular the harmony of the Building(s) with the environment, the effect of the Building(s) on the utilization and view of the Lot and surrounding Lots and property and the placement of the Building(s) with respect to topography, drainage, snow removal, ground elevations, existing natural and terrain features and the visibility of any structure from the Town of Crested Butte.

**Section 4.5** **Hearing**.

A. The Board shall, within sixty days of receiving an application for approval with all accompanying data, hold a hearing on such request, subject to Section 4.10. The Board may approve, disapprove or approve with conditions any request submitted to it. The decision of the Board shall be in writing. In the event that the Board fails to take action within ten days after the date of the hearing, or fails to hold such hearing within sixty days after receiving an application, the application shall be deemed to have been approved.

B. If the Board reasonably determines that a site inspection is necessary to properly evaluate an application, it shall have the discretion to defer decision until the affected Lot is free from snow to enable the Board to conduct a thorough inspection of the Lot.

**Section 4.6** **Notice of Hearing**. The Applicant, and any person on his behalf, may attend the hearing on the application for approval and submit information in support of the application. Notice of the hearing shall be given in writing to all members of the Association and all members shall have the right to be present at the hearing or to submit written comments.

**Section 4.7** Quorum. A majority of the Board shall constitute a quorum and all decisions of the Board shall be by a majority vote of the directors present.

**Section 4.8** Final Decision. The decision of the Board shall be final, subject only to the right of judicial review as provided by the laws of the State of Colorado. The Board shall indicate in the event of denial, the reasons why the application was denied and grant to the applicant an opportunity to resubmit with the revisions and corrections that would bring the application into conformity with the requirements of the Board and Association Documents.

**Section 4.9** Rules and Regulations. The Board may adopt such design guidelines and rules and regulations which are not inconsistent with this Declaration as it deems appropriate to govern its proceedings and the use of Lots, easements and The McCormick Ranch.

**Section 4.10** Application Fee. A reasonable application fee will be required for any approval request. If the Board deems it appropriate to incur any professional or other expense in connection with an application, the Owner of the Lot to which the application pertains shall be obligated to pay such expense prior to the Board's decision on the Owner's application.

**Section 4.11** Building and Other Permits. In addition to the requirement for approval by the Board, each owner is responsible for obtaining all approvals, licenses and permits as may be required by Gunnison County, Colorado and any other entity or district having jurisdiction over the Lot prior to the commencement of construction, including, without limitation, building, environmental health and individual sewage disposal system permits. A Gunnison County Land Use Change Permit may be required for improvements to be constructed on Lots within the McCormick Ranch. In addition, construction on and use of Lots are subject to the terms, provisions and restrictions of Board of County Commissioners of Gunnison County Resolution No. 19 Series 1999, A Resolution Conditionally Approving Land Use Change Application No. 1998-76, A Land Use Change Permit for Lacy and Dow LLC. Prospective purchasers of McCormick Ranch Lots are advised to contact Gunnison County's planning and building departments to ascertain what permits are needed and how to obtain approval of such permits.

**Section 4.12** Variances. Subject to the requirements of Sections 12.6 and 12.7, the Architectural Review Board may grant variances as to the design requirements contained in Article 5 and the location and size of the Building Site under the following conditions:

A. An application for a variance shall be submitted in the same manner as is required for design review approval. If the requested variance is part of an application for approval of a Building or other structure, such request may be submitted as part of that application.

B. A variance of the design requirements of this Declaration or the Design Guidelines may be granted if such variance is reasonable, is in keeping with the overall design objectives of The McCormick Ranch, and does not unreasonably detract from the Building Site, any other Building Site, or The McCormick Ranch.

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## ARTICLE 5.

## DESIGN REQUIREMENTS

**Section 5.1** **Design Requirements**. Any Family Residence, Guest House, Garage, Barn, Building or Improvement on any Lot shall comply with the design requirements of this Declaration and of all design guidelines which may be adopted by the Board.

**Section 5.2** **Building Site**. Any Building or Improvement shall be constructed entirely within the designated Building Site for the Lot, except as otherwise provided in this Declaration. The Board shall have discretion to modify the Building Site boundaries for good cause, which shall include, but not be limited to reduction of wetlands impacts and visual impacts.

**Section 5.3** **Setback**. Except as otherwise approved by the Board, Buildings shall be set back from any Lot line at least 150 feet, unless any part of a Building Site is closer than 150 feet from a Lot line, in which event construction within the Building Site shall be allowed. The Board shall have discretion to increase or decrease the setback for good cause.

**Section 5.4** **Uniform Building Code**. All Buildings and Improvements shall meet all of the requirements, including fire protection standards, of the Uniform Building Code, and all other applicable codes, rules and regulations.

**Section 5.5** **Minimum Floor Area**. The gross residential floor area (GRFA), determined in the manner provided by the Uniform Building Code, shall be not less than 1,500 square feet for any Family Residence, unless otherwise approved by the Board of Directors.

**Section 5.6** **Maximum Floor Area**. The maximum gross floor area of all Buildings on a Lot, determined in the manner provided by the Uniform Building Code, shall not exceed 7,500 square feet in the aggregate. No Building shall have floor area which exceeds 5,000 square feet. Buildings may be connected by open (but not enclosed) ground floor level breezeways or hallways of at least 20 feet in length, even though the total floor area of such connected Buildings exceeds 5,000 square feet. The floor area of each building shall be limited to the following:

| Building Type | Maximum Floor area of Building |
|---|---|
| Family Residence | 5,000 square feet |
| Guest House | 1,500 square feet |
| Garage | 1,000 square feet |
| Barn | 1,500 square feet |

**Section 5.7** **Height**. No Building shall be higher than 2 stories above grade. The maximum height of any Building shall be 35 feet. The height of a Building for the purpose of this Section shall be measured from the lowest point where natural grade meets the foundation to the highest point of the roof, as determined by the Board.

**Section 5.8** **Roofs**. Roof material and design shall be approved by the Board. Any metal roof must have a dark, non-reflective color finish approved by the Board.

**Section 5.9** **Exterior Building Materials and Style**. All Buildings shall have unobtrusive, primarily earth tone colors and materials that blend with the surrounding natural terrain and environment. No exterior walls shall consist of sheet metal, metal material, T-111 or any similar material, composition shingles or unplastered cement or similar block. No bright colors, materials or construction techniques which would unnecessarily call attention to the Building shall be permitted. A-frames or geodesic domes shall not be permitted. At least 15% of the exterior material, excluding the windows and roof, on all Buildings shall be an architecturally appropriate material different from the primary exterior material.

**Section 5.10** **Service or Utility Areas**. All service or utility areas or yards and garbage cans and trash storage areas shall be screened from view on all sides and protected from bears, wildlife and other animals.

**Section 5.11** **Exterior Lighting**. All exterior lighting shall be designed and directed in a manner approved by the Board. All exterior lighting or illumination on any Lot shall be so located, placed, shielded and designed to be architecturally and aesthetically in keeping with the Buildings and surroundings and to have minimum visual impact on any other Lot or any nearby land. No unsheathed exterior lighting shall be allowed. No mercury vapor or similar lighting shall be allowed.

**Section 5.12** **Antennae**. No exterior radio, television, microwave or other antennae or antennae dish or signal capture or distribution device shall be permitted or installed on any Lot unless it is entirely screened from view on all sides and such screening shall be in keeping with the terrain and environment.

**Section 5.13** **Wood Burning Devices**. The maximum number of woodburning devices per Lot shall be two. Such woodburning devices shall be designed to reduce polluting emissions by incorporating efficient hot air return and/or storage characteristics. All woodburning devices on the Town of Crested Butte list of approved burning devices as of October 1, 1999 shall be permitted within The McCormick Ranch. All woodburning devices added to the Town of Crested Butte list of approved woodburning devices after October 1, 1999 shall also be permitted within The McCormick Ranch.

**Section 5.14** **Fire Protection**. It is required that all residential Buildings situate upon the Property have installed and maintained a water or chemical sprinkler system of a type and design, including water capacity and pressure, sufficient for fire protection of the Building. At a minimum, such system shall comply with NFPA 13D. All Buildings shall be constructed in compliance with the requirements of the Crested Butte Fire Protection District.

**Section 5.15** **Wildfire Safety**. In the design and location of any Building within the Building Site, a wildfire safety zone will be utilized following the recommendation of the Colorado State Forest Service as contained in the "Wildfire Safety Guidelines for Rural Homeowners" by J. Bruce Coulter, Colorado State Forest Service, Colorado state University, 1980, or any later edition then in effect.

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## ARTICLE 6.

## CONSTRUCTION AND MAINTENANCE REQUIREMENTS

**Section 6.1** **Excavation**. No excavation shall be made on any Lot, except in connection with a Building approved by the Board in accordance with this Declaration of Protective Covenants.

**Section 6.2** **Electrical and Telephone Service**. All new electrical and telephone service shall be installed underground. Underground utilities may be constructed within the McCormick Ranch access road easement.

**Section 6.3** **Water and Sewage Disposal Systems**. All Buildings designed for human occupancy shall be connected with individual water and sewage disposal facilities. All individual water systems and sewage disposal systems shall be constructed, installed and maintained by the Lot Owner in compliance with all applicable rules and regulations of any governmental entity having jurisdiction over the Property. All sewage disposal systems shall comply with all applicable rules and regulations of Gunnison County and the State of Colorado. In the event that cental sewage disposal is made available to The McCormick Ranch, the Association shall have the right to require that all Lots be served by a central sewage disposal system.

**Section 6.4** **Signs**. No sign of any kind shall be displayed on any Lot, except only a sign not to exceed four square feet identifying the Owner and/or address of the Lot or a sign, not to exceed four square feet, advertising the property for sale.

**Section 6.5** **Drainage**. No Owner shall do or permit any work, construct any improvements or do any landscaping which shall alter or interfere with the natural drainage for the Property, except to the extent the same is approved by the Board and as authorized by any surface water discharge easement.

**Section 6.6** **Temporary Structures**. No temporary structure, mobile home, modular home, trailer house, travel trailer or R.V. vehicle shall be permitted on any Lot, except only as may be determined to be necessary during the period of construction of the Family Residence and as specifically approved by the Board. Provided, however, a single motor home, travel trailer or similar vehicle of any Owner or an Owner's guest or a tent for camping shall be permitted within the Building Site of a Lot for a period of time which shall not exceed 30 days per year.

**Section 6.7** **Continuity of Construction**. All construction, reconstruction, alterations or improvements shall be prosecuted diligently to completion and shall be completed within twelve months of the commencement thereof, unless an exception is granted by the Board for good cause.

**Section 6.8** **Landscaping**. The Lot and all landscaping and foliage thereon shall be maintained in its natural condition to the extent possible. Lawns and artificial landscaping shall be minimal and in no event shall an irrigated lawn and garden exceed 1,000 square feet. No foliage shall be cut or removed from any Lot except only (1) as required to permit ingress

and egress to and from the Building Site, (2) to clear the actual construction site for any Family Residence, Guest House, Garage or Barn, (3) to remove any diseased or dead foliage, (4) to remove any foliage that poses a danger to any Building, (5) as required for Wildfire Safety and (6) for any recreational or other easement. The Association shall have authority to levy a fine of at least $500.00 per plant for the cutting or removal of foliage in violation of this section.

**Section 6.9** **Trash**. No trash, ashes, garbage or other refuse shall be allowed to accumulate or placed on any Lot or area within the Property. There shall be no burning, burying or other disposal of refuse out of doors. Each Owner shall provide suitable receptacles for the temporary storage and collection of such refuse and all such receptacles shall be screened from the public view and from the wind and protected from bears, wildlife and other animals and other disturbance. All Lots shall at all times, including during construction, be maintained in a neat and attractive condition. All construction debris shall be stored within a dumpster or other comparable container or receptacle.

**Section 6.10** **Abandoned or Inoperable Vehicles**. Abandoned or inoperable automobiles or motor vehicles of any kind, except as hereinafter provided, shall not be stored or parked on any Lot, except in a fully enclosed garage. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own power for a period of one (1) month or longer. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the Owner or posted on the unused vehicle; and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the Owner.

**Section 6.11** **Noise**. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the improvements on any Lot, shall be placed or used on any Lot. Except for a brief warning bark when a person approaches the Lot, no dogs shall be allowed to bark, whine or otherwise make noise which is audible on nearby Lots.

**Section 6.12** **Nuisance**. No obnoxious or offensive activity shall be carried on within the Property, nor shall anything be done or permitted which shall constitute a public nuisance. No noise or other nuisance shall be permitted upon the Property which is offensive or detrimental to any other part of the Property or its Owners or occupants; provided, however, that this Section shall not apply to any reasonable, usual noise or other activity involving construction of any improvements approved by the Board of Directors. No motor vehicles of any kind shall be operated within McCormick Ranch except on platted roadways and on driveways and parking areas.

**Section 6.13** **Hazardous Activities**. No activities shall be allowed or conducted on the Property which are or might be unsafe or hazardous to any person or property. Such hazardous activities include, but are not limited to hunting, setting off fireworks and discharging firearms, bows and arrows, explosives, air or pellet guns or any similar devices. No outside open fires shall be permitted on any Lot unless contained within a cooking or barbecue unit or grill.

**Section 6.14** **Fences**. No fences, walls or barriers shall be constructed, erected or maintained on any Lot except for fences and corrals within each Building Site and/or up to one (1) acre on each Lot outside of the Building Site upon approval by the Board. The Association shall be responsible for the expense of maintaining that part of the perimeter fencing around the Property not maintained by the owner(s) of adjacent land. Perimeter fencing around the Property shall not exceed 5 feet in height.

**Section 6.15** **Wetlands**. All driveways, Buildings and other Improvements shall be located, designed and constructed so as to avoid affecting wetlands to the extent feasible. If it is not feasible to avoid affecting wetlands, the Lot Owner shall be responsible for designing and constructing all appropriate mitigation measures and for obtaining all required permits, including a 404 permit from the United States Army Corps of Engineers. The Board shall have broad discretion to reject plans and specifications for any Improvements which will impact wetlands. Lot Owners shall comply with all terms and provisions of the 404 Permit issued by the United States Army Corps of Engineers for construction of the McCormick Ranch access road.

**Section 6.16** **Driveways**. To the extent feasible, all driveways shall be located as depicted on the Plat. Notwithstanding any other provision in this Declaration to the contrary, the Board, to minimize impact on wetlands, avoid building constraints, preserve foliage, or for other good cause, shall have the right to review and approve the precise location of all driveways and relocate the driveways depicted on the Plat, including the right to locate or relocate a driveway on an adjacent Lot.

**Section 6.17** **Tree Removal**. Removal of trees and other foliage shall be strictly limited. The Board shall have broad discretion to restrict removal of trees and other foliage and to require replacement of trees and other foliage.

## ARTICLE 7.

## ANIMALS

**Section 7.1** **Domestic Household Pets**. Not more than two domesticated household pets of the same species shall be allowed, kept or maintained on any Lot.

**Section 7.2** **Confinement of Animals**. All animals shall be kept confined to the Owner's Lot or attached to a leash or other suitable control device at all times. The Owner of any animal and/or the Owner of any Lot which the animal is visiting or staying on shall at all times be personally liable and responsible for all actions of such animal and any damage caused by such animal.

**Section 7.3** **Horses**. Up to four (4) horses shall be allowed on any Lot so long as such horses are kept within a fenced or enclosed area within the Building Site and such area is kept in a clean and sanitary condition at all times. Horses shall be kept only in a barn or corral. Barn stalls and corrals must be cleaned daily.

**Section 7.4** **Rules and Regulations**. The Board may adopt suitable rules and regulations regarding animals and may in particular circumstances, for good cause, approve variances as to the number and type of animals to be allowed, kept or maintained on any Lot.

**Section 7.5** **Impoundment of Animals**. The Association is specifically empowered to impound any dog or cat running at large within the Property. Upon impoundment, the owner of the dog or cat, if known, shall be notified and the animal shall be taken to the nearest facility which accepts impounded dogs or cats. It is the duty of the owner of such dog or cat to recover the dog or cat from such facility and if the dog or cat is not recovered by the owner in accordance with the rules and regulations of such facility, the facility may destroy the dog or cat without liability.

## ARTICLE 8.

## McCORMICK RANCH ASSOCIATION, INC.

**Section 8.1** **Government of Association**. McCormick Ranch Association, Inc., a Colorado non-profit corporation, shall be governed by and shall exercise all of the duties, privileges and obligations set forth in this Declaration, and the Articles of Incorporation and Bylaws of the Association.

**Section 8.2** **Members**. Each Owner shall be a Member of the Association. No owner, whether one or more persons or entities, shall have more than one membership per Lot owned by such Owner, but all persons owning each Lot shall be entitled to the rights of membership and the use and enjoyment appurtenant to the ownership of each Lot.

**Section 8.3** **Termination of Membership**. The right of membership in the Association and the status as a Member shall terminate upon the termination of ownership of a Lot. Upon conveyance, sale or assignment of the Owner's interest, the selling Owner shall be relieved of liability for assessments levied from and after the date of such sale or conveyance; provided, however, that no such sale or conveyance of any ownership shall relieve an Owner of liability arising prior to the date of such sale or conveyance.

**Section 8.4** **Voting Rights**. All Owners shall be Members of the Association. The Owner of each Lot shall be entitled to one vote in the Association. The one vote for each Lot shall be exercised by the Owner and, when more than one person or entity holds an interest in a Lot, the vote for the Lot shall be exercised as the Owners may determine among themselves, but the vote for the Lot shall be cast by only one person.

**Section 8.5** **Compliance with Association Documents**. Each Owner shall abide by and have the benefit of the provisions, covenants, conditions and restrictions contained in the Association Documents.

**Section 8.6** **Rules and Regulations**. The Association shall from time to time adopt, amend and repeal rules and regulations not inconsistent with this Declaration governing, among other things, and without limitation:

A. The use of Lots and Common Areas.

B. The use of any private road or street.

C. The use of any easements within the Property.

D. Standards for the care and maintenance of all improvements, grounds and landscaping within the Property, including private roads and streets.

E. The use, maintenance and enjoyment of any real property, private road, street or easement conveyed or dedicated to the Association.

F. Any other matter relating to The McCormick Ranch or the use of any Lot or the Property not inconsistent with this Declaration.

**Section 8.7 Grant of Utility Easements**. The Declarant hereby authorizes and empowers the Association as its attorney in fact, to give and grant a utility easement for the installation, construction and maintenance of underground utilities over and across any road easement designated on the Plat. The Owner of each Lot, by virtue of such ownership, hereby authorizes and empowers the Association, as its attorney in fact, to give and grant a utility easement and right of way on each Lot 20 feet in width adjacent to the exterior boundary line of each Lot for the installation, construction and maintenance of underground utilities.

**Section 8.8 Road Maintenance and Dust Control**. All roads within the Property shall be constructed in accordance with the road permits issued by Gunnison County, Colorado. Upon completion of construction of the roads, all maintenance, repairs and snow plowing and supervision shall be the duty of and vested in the Association. The Association shall:

A. Keep in good repair all roads within the Property and maintain the same in suitable condition for use by the members of the Association and drivers of fire trucks and other emergency vehicles.

B. Provide dust control not less than once a year on The McCormick Ranch Road and at any time that the use of any road within the Property is the cause of dust pollution, to provide dust control in the form of the use of magnesium chloride, oil treatment or other suitable dust retardant.

C. Plow snow from the roads during the winter months.

**Section 8.9 Public Use of McCormick Ranch Road**. The public shall not have the right to use The McCormick Ranch Road, except as indicated on the Plat or as otherwise authorized by Declarant, subject to the condition that such public use shall be confined to travel by foot, nordic ski, wheelchair, bicycle, horseback and other similar non-motorized travel, without motorized vehicles or conveyances of any kind. Motorized vehicles shall be allowed on The McCormick Ranch Road as reasonably necessary for trail and bridge construction and maintenance.

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## ARTICLE 9.

## ASSESSMENTS

**Section 9.1** **Creation of Lien**. Each Owner of any Lot, by acceptance of a Deed therefor, whether or not it shall be so expressed in any Deed, is deemed to covenant and agree to pay to the Association all regular, special and default assessments or charges, all of which shall be fixed, established and collected as determined by the Association. The annual, special and default assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and continuing lien upon the Lot against which each such assessment is made until paid. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of such Lot at the time when the assessment became due.

All such assessments shall be adopted and assessed in the manner set forth in this Article 9.

**Section 9.2** **Purpose of Assessments**. The assessments levied by the Association shall be used for the following:

A. The improvement, maintenance and repair of and snow removal from any road serving the Property.

B. The maintenance, repair or other improvement required to be made by any Owner to any Improvement on any Lot which the Owner fails to do.

C. The operation of the Association in the performance of its duties.

D. Any other purpose approved by a majority vote of the members of the Association or by a two-thirds vote of the Board.

**Section 9.3** **Types of Assessments**. The Board of Directors shall have the authority to levy the following types of assessments for the Association:

A. **Regular Assessments**. Assessments for the business and operation of the Association pertaining to all members of the Association and to be apportioned and allocated equally among all Lots.

B. **Special Assessments**. Special assessments for the purpose of construction, improvement, repair, replacement, enlargement or other special purposes pertaining to a specific or special matter. Special assessments shall be apportioned and allocated equally among all Lots, unless such special assessment benefits substantially fewer than all Lots, in which event such special assessment shall be levied against only the Lots so benefitted. The Board shall have reasonable discretion in apportioning responsibility to pay special assessments.

C. **Road Assessments**. Assessments for the purpose of construction, improvement, repair, replacement of and/or snow removal from roads serving the Property.

**Section 9.4** **Regular Assessments**. Prior to the beginning of each fiscal year of the Association, the Board of Directors shall prepare and adopt a budget and determine, levy and assess the Association's regular and road assessments for the following year.

**Section 9.5** **Special Assessments**. In addition to the regular assessments set forth in Section 9.4, above, the Board of Directors may levy in any fiscal year one or more special assessments. Notice of the amount and due dates for such special assessments shall be sent to each owner at least thirty days prior to the due date.

**Section 9.6** **Assessment for Each Lot**. All regular assessments shall be apportioned and allocated equally among all Lots. All special assessments shall be apportioned and allocated equally among all Lots unless such special assessment benefits substantially fewer than all Lots, in which event such special assessment shall be levied against only the Lots so benefitted. All road assessments shall be apportioned equally among all Lots.

**Section 9.7** **Default Assessments**. Any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of or because of an Owner, shall be a default assessment and shall become a lien against such Owner's Lot and may thereafter be foreclosed or otherwise collected as provided herein. Notice of the amount and due date of such default assessment shall be sent to the Owner subject to such assessment at least thirty days prior to the due date.

**Section 9.8** **Nonpayment of Assessments**. Any assessment, whether regular, special, road or default assessment, which is not paid within thirty days of its due date shall be deemed delinquent. In the event that any assessment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

A. Assess a late charge of at least 10% of the amount due and owing per delinquency.

B. Assess an interest rate charge from the date of delinquency at 18% per year, or such other rate not contrary to law as shall be established by the Board.

C. Suspend the voting rights of the Owner during any period of delinquency.

D. Bring an action against any Owner personally obligated to pay the delinquent assessment.

E. File a Statement of Lien with respect to the Lot, which lien may be foreclosed in the manner hereafter set forth. The Association may file a Statement of Lien by recording with the Clerk and Recorder of Gunnison County, Colorado, a written statement with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Association and the amount of the delinquent assessments then owing, which Statement shall be signed and acknowledged by the President, Vice President, Secretary, attorney, manager or other representative of the Association, and which shall be sent by certified mail, postage prepaid, to the Owner of the Lot at such address as the Association may have in its records as to the Owner. Ten days following the mailing of such Notice, the Association may proceed to record and foreclose the Statement of Lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Colorado. Such Statement of Lien shall secure all assessments accruing or assessed

subsequent to the date of recording of such Statement of Lien until the same has been satisfied and released, together with the Association's attorneys' fees and costs incurred in the preparation and recording of such Statement of Lien and any release thereof. In any action for the payment or foreclosure of such assessment, the Association shall be entitled to recover as part of the action, the interest, costs and reasonable attorneys' fees with respect to the action.

F. The Statement of Lien shall be superior to all other liens (except government tax liens) and encumbrances on such Lot, including, for one year's regular assessment, the lien of any Mortgage.

**Section 9.9** **Successor's Liability for Assessment**. In addition to the personal obligation of each Owner of a Lot to pay all assessments and the Association's lien on a Lot for such assessments, all successors to the ownership of a Lot shall be jointly and severally liable with the prior Owner for any and all unpaid assessments, interest, costs, expenses and attorneys' fees against such Lot.

## ARTICLE 10.

## WATER RIGHTS

**Section 10.1** **Water Augmentation Plan**. At present, the Association owns no water rights. If the Association acquires any water rights in the future, the Association shall be responsible for compliance with the terms of any decree and any plan of augmentation regarding water rights, if any, owned or obtained by the Association, the maintenance of all records and other reporting requirements imposed by any decree and the maintenance, repair and replacement of all ditches, pipes, flumes, dams, outlet works, and other physical components required for the proper implementation of any plan of augmentation.

**Section 10.2** **Lawn and Garden Irrigation**. Except as provided in Section 6.8, the owner or occupant of any Lot within the Property shall not irrigate, by sprinkler, flood irrigation or otherwise, any lawn or garden on any Lot; nor shall any owner or occupant of any Lot take any action which contravenes the provisions and limitations contained in any decree of the Water Court in any case affecting water rights, if any, owned or obtained by the Association.

## ARTICLE 11.

## ENFORCEMENT OF COVENANTS

**Section 11.1** **Violations Deemed a Nuisance**. Every violation of this Declaration of Protective Covenants, the Articles and Bylaws of the Association or any rules and regulations adopted by the Association shall be deemed to be a nuisance and is subject to all the remedies provided for the abatement thereof.

**Section 11.2** **Failure to Comply**. The failure to comply herewith shall be grounds for an action to recover damages, for injunctive relief, for specific performance and/or any other remedy available at law or in equity. Reasonable (30 days) notice and an opportunity for a hearing shall be provided by the Association to any delinquent Owner prior to commencing any legal proceedings, except where the safety of persons or property is threatened.

**Section 11.3** Who May Enforce. Any action to enforce any violation of any provision of these Protective Covenants may be brought as follows:

A. By the Association.

B. By the Owner of any Lot.

C. By any Member of the Association.

D. By the Declarant.

E. By Gunnison County as to Sections 3.6, 3.12, 3.13, 5.6, 5.7, 5.14, 6.14 and 8.8.

F. By the Town of Crested Butte as to Sections 2.7, 2.17, 3.2, 3.6, 3.11, 3.12, 3.13, 3.15, 5.6, 5.7, 5.8, 5.11, 5.13, 6.14, 8.8B, 11.3F, 12.7 and 14.1H.

**Section 11.4** No Waiver. The failure of the Board, the Association or any Lot Owner to enforce or obtain compliance as to any violation shall not be deemed a waiver of the right to do so for any subsequent violation or the right to enforce any part of such documents.

## ARTICLE 12.

## DURATION OF COVENANTS AND PLAT

**Section 12.1** Term. The term of this Declaration of Protective Covenants, and any amendments or supplements thereto, shall be from the date of recording in the records of Gunnison County, Colorado and until January 1, 2030. Thereafter, this Declaration of Protective Covenants shall be automatically extended for five successive periods of ten years each, unless otherwise terminated or amended as hereafter provided.

**Section 12.2** Amendment. Subject to the provisions of Sections 12.6 and 12.7, this Declaration of Protective Covenants and/or the Plat, or any provision thereof, may be terminated, extended, modified or amended as to the Property subject to the Protective Covenants, or any portion thereof, upon the written consent by the Owners of 67% or more of the Lots in the Property. Any such amendment shall be by an instrument or instruments duly executed, acknowledged and recorded in the records of Gunnison County, Colorado, and upon such recording shall be for the benefit of and be binding on all Owners of Lots within the Property.

**Section 12.3** Amendment by Declarant. Notwithstanding the provisions of Section 12.2, above, the Declarant reserves the right and power to modify or amend this Declaration and/or the Plat in any respect, subject to the provisions of Section 12.7, below, by executing and recording such amendment in the records of Gunnison County, Colorado, which shall be effective upon recording without approval by the Owner of any Lot or the holder of any Mortgage or other interest in any Lot. This right to modify or amend this Declaration or the Plat in whole or in part, at any time and from time to time, shall be effective until both of the following conditions have been satisfied:

A. One-half of all Lots within the Property have been conveyed by a recorded instrument of conveyance to a person or persons other than the Declarant; and

B. Declarant has received final approval by the Town of Crested Butte, Colorado ("Town") of its applications to annex and subdivide approximately 79.28 acres located between The McCormick Ranch and the town and a plat subdividing such '9.28 acres has been recorded in the Gunnison County, Colorado records.

**Section 12.4 Plat Amendments**. Notwithstanding any other provision in the Covenants to the contrary, Declarant reserves the right to amend the Plat until one year following completion of all McCormick Ranch road and utility construction. Such Plat amendment(s) may include but shall not be limited to relocation of roads, public trails and easements, Lot boundaries, Building Sites, driveways and easements. No Lot Owner shall have any right to review and/or approve any such Plat amendment except that no modification by Declarant of any Building Site shall be effective without the written approval of the Owner of the Lot on which such Building Site is located. Except as provided in the preceding sentence, all such Plat amendments shall be effective upon recording without approval by the Owner of any Lot or the holder of any Mortgage or other interests in any Lot.

**Section 12.5 Mortgage Holder Approval Not Required.** The Declaration and/or Plat may be amended as set forth in this Article 12 of this Declaration and such amendment shall be effective against the holders of Mortgages and other interests encumbering Lots in the subdivision notwithstanding the fact that such holders of Mortgages and other interests have not approved such amendment.

**Section 12.6 Approval by Gunnison County Required for Certain Amendments**. Notwithstanding anything herein to the contrary, no amendment or variance of Sections 3.6, 3.12, 3.13, 5.6, 5.7, 5.14, 6.14 or 8.8 shall be effective without the written approval of Gunnison County, Colorado.

**Section 12.7 Approval by Town of Crested Butte Required for Certain Amendments.** Notwithstanding anything herein to the contrary, no amendment or variance of Sections 2.7, 2.17, 3.2, 3.6, 3.11, 3.12, 3.13, 3.15, 5.6, 5.7, 5.8, 5.11, 5.13, 6.14, 8.8B, 11.3F, 12.7 and 14.1H shall be effective without the written approval of the Town of Crested Butte, Colorado.

## ARTICLE 13.

## PRINCIPLES OF INTERPRETATION

**Section 13.1 Severability**. This Declaration of Protective Covenants, to the extent possible, shall be construed so as to give validity to all of the provisions hereof. If any provision of this Declaration of Protective Covenants is determined to be invalid, unenforceable or prohibited by any court, the same shall not affect any other provision or section hereof and all other provisions and sections shall remain in full force and effect.

**Section 13.2** Construction. In interpreting words herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include all genders.

**Section 13.3** Headings. The headings on any section or article are included only for purposes of convenient reference and shall not affect the meaning or interpretation of this Declaration of Protective Covenants.

**Section 13.4** Written Notice. All notices required under this Declaration shall be in writing. Notice to any Owner shall be considered delivered and effective upon personal delivery or five days after mailing by certified or registered mail, return receipt requested, to the address of such Owner on file in the records of the Association at the time of such mailing.

**Section 13.5** Limitation of Liability. Neither the Association nor any officer or director, shall be liable to any party for any action or for any failure to take any action with respect to any matter arising by, through or under this Declaration if the action or failure to act was made in good faith. The Association shall indemnify all officers and directors with respect to any action taken in their official capacity as provided in the Articles of Incorporation and Bylaws of the Association.

**Section 13.6** Attorneys' Fees. If any legal action is commenced or maintained in court, whether in law or in equity, as to the interpretation, enforcement, construction or the determination of the rights and duties arising under this Declaration or any document provided for herein or relating hereto, the prevailing party in any such action shall be entitled to recover reasonable attorneys' fees together with all reasonable costs and expenses incurred.

**Section 13.7** Applicable Law. The exclusive proper jurisdiction and venue for any action pertaining to the interpretation or enforcement of the Association documents shall be the County Court or District Court of Gunnison County, Colorado, unless otherwise chosen by the Association.

**Section 13.8** Interest. Any sums, amounts or monies due and owing to the Association under the Association documents shall bear interest at 18% per year from the date due until paid, or at such other rate as the Board shall establish.

## ARTICLE 14.

## RIGHTS RESERVED TO DECLARANT

**Section 14.1** Development Rights and Special Declarant Rights. The Declarant specifically reserves the right to exercise in any order all Development Rights and Special Declarant Rights as set forth in the Colorado Common Interest Ownership Act and this Declaration for the maximum time limit allowed by law, including, without limitation, the following:

A. The right to amend the Declaration or Plat as set forth in Article 12.

B. The right to appoint or remove any officer of the Association or any Director of the Association during the Declarant Control Period.

C. The right to complete or make any Improvements as set forth on the Plat, the Association Documents or as required by Gunnison County.

D. The right to add additional land and/or Lots to the subdivision as provided in Section 1.4 of this Declaration.

E. The right to maintain signs to advertise the subdivision.

F. The right to dedicate a future public or private easement.

G. Declarant hereby reserves easements 20 feet in width for the installation of underground utilities around the perimeter of each Lot. Upon completion of any installation or maintenance of utilities, the property disturbed or damaged by such installation or maintenance shall be restored to a condition as near as reasonably possible as it was prior to the installation or maintenance of the utilities. Declarant reserves the right to allow any utility provider to utilize the easements reserved in this paragraph and/or to assign such easements to the Association.

H. The Plat depicts the general location of all road easements and public trail easements. Subject to written agreement with the Town of Crested Butte, Declarant reserves the right to adjust up to 100 feet in either direction the location of any road easement or public trail easement shown on the Plat to minimize impact on wetlands, avoid building constraints, preserve trees or for other good cause. The Town of Crested Butte shall have the right to move Nordic ski trail easements up to 100 feet in either direction from locations depicted.

I. Declarant reserves the right to irrigate The McCormick Ranch with water from the Breen Ditch and other water owned by Declarant.

J. Declarant reserves the right for the shareholders of Verzuh Ranch, Inc., Billy Joe Lacy, Daniel Dow and David Dow, and their families, to use the private fishing and walking easement described in Section 3.14, above, during their lifetimes, subject to all applicable Association rules and regulations. Access to such private fishing and walking easement shall be from The McCormick Ranch Road.

**Section 14.2 Exercise of Development Rights and Special Declarant Rights.** Declarant's exercise of any rights or powers under Section 14.1 shall be effective without the approval or consent of any Lot Owner, Mortgage holder or other person or entity holding an interest in a Lot. Without affecting the validity of the prior sentence, every Lot Owner, Mortgage holder or other person or entity holding an interest in a Lot agrees to execute, acknowledge and deliver to Declarant any document reasonably requested to confirm the provisions of this Section 14.2 or any other provision of this Declaration.

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**IN WITNESS WHEREOF**, the Declarant has executed this Declaration of Protective Covenants the day and year first above written.

Verzuh Ranch, Inc., a Colorado corporation

By: Billy Joe Lacy
Billy Joe Lacy, President

STATE OF COLORADO )
) ss.
COUNTY OF GUNNISON )

The above and foregoing Declaration of Protective Covenants was acknowledged before me this 7th day of August, 2000 by Billy Joe Lacy, President of Verzuh Ranch, Inc., a Colorado corporation.

Witness my hand and official seal. My Commission expires: 07/07/04

NOTARY PUBLIC
ANGELA H.. REEVES
STATE OF COLORADO

Angela Reeves
Notary Public

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BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 19 SERIES 1999

A RESOLUTION CONDITIONALLY APPROVING LAND USE CHANGE APPLICATION NO. 1998-76 A LAND USE CHANGE PERMIT FOR LACY AND DOW LLC

WHEREAS, Lacy and Dow, LLC ("Applicant") has submitted land use change Application No. 1998-76 for a land use change permit to construct a road to serve seven to nine 35+ acre tracts ("Subject Property") in the W ½ NW ¼ Sec. 1, and N ½ Sec. 2, Twn 14 S, R 86 W, 6th P.M., east of the Town of Crested Butte; and

WHEREAS, after a review of the Application and all submitted information, documentation and testimony related to it, the Gunnison County Planning Commission did, on April 9, 1999 forward a Recommendation of approval of that Application with certain Findings and conditions; and

WHEREAS, the Applicant voluntarily has committed to certain covenants and restrictions on future development of the subject land; and

WHEREAS, the Board of County Commissioners has reviewed the available information, including that Recommendation, and has, on May 12, 1999, conducted an onsite visit to the property to observe its characteristics as they relate particularly to this application for land use change permit; and

WHEREAS, the owner of the Subject Property has submitted to Gunnison County his authorization for this Land use Change Application; and

WHEREAS, the Town of Crested Butte has submitted to the Board of County Commissioners a letter dated May 6, 1999, advising the Board of County Commissioners that the Town of Crested Butte does not oppose the processing of this Land Use Change Application by Gunnison County; and

WHEREAS, having considered and evaluated the Application, the Recommendation and all submitted information, documentation and testimony related to it, the Board is fully informed in the matter;

NOW, THEREFORE, the Board of County Commissioners of Gunnison County, Colorado, makes the following findings and approves Land Use Change Application No. 1998-76 as a development of Minor Impact, with the following conditions:

1. The Town of Crested Butte ("Town") and the Applicant have both taken the position that all of the Subject Property is outside of Town, although disconnection of the westerly 90+ or - acres has not legally occurred as required by statute. The Applicant has filed with the Town, an application, signed by the owner of the Subject Property, for disconnection of the westerly 90+ or - acres of the Subject Property. The approval of Land Use Change Application No. 1998-76 is explicitly conditioned upon the final adoption by the Town and recording in the records of the Clerk and Recorder of Gunnison County of a Town ordinance confirming the full and final disconnection from the Town of the westerly 90+ or - acres of the subject property. Unless the Ordinance of disconnection is finally so adopted and recorded, the Board of County Commissioners of Gunnison County will not have clear jurisdiction to grant an approval of all of the land proposed in Application 1998-76. Therefore, this conditional approval will have no legal, equitable or other effect unless and until this explicit condition is met.

2. The Applicant has applied to the Town of Crested Butte, Colorado, for annexation of the westerly 79.28 acres. Access to the Subject Property from the streets of the Town from the subject parcel is subject to the reasonable authority of the Town. Subject to that reasonable authority, the access point herein approved is:

a. Elk Avenue if the annexation is approved; or

b. Teocalli Avenue if the annexation is not approved.

c. Such other location as may be approved by the Board of County Commissioners, the Town of Crested Butte and the Applicant.

3. The Applicant voluntarily has committed on behalf of itself, its successors and assigns:

a. To permanently restrict by Declaration of Protective Covenants the applicable portions of which shall not be amended without the prior written approval of Gunnison County, and by such other mechanisms as may be reasonably required by Gunnison County, the Subject Property so that no further subdivision shall occur of the proposed 35-plus acre parcels or the open space; and

b. To permanently restrict the Subject Property, by Declaration of Protective Covenants the applicable portions of which shall not be amended without prior written approval of Gunnison County, and by such other mechanisms as may be reasonably required by Gunnison County, the following:

i. Fencing. No parcel shall be fenced more than one (1) acre outside the platted building envelope on each lot;

ii. Total building size. All buildings on any one lot shall not exceed 7500 square feet aggregate of living area; the primary building on any one lot shall not exceed 5000 square feet of living area.

iii. Building Height. The Lot 6 building height shall not exceed 35' from natural grade to the highest point of the building. On all other lots, building height shall not exceed 35' from the lowest point where the foundation meets grade to the highest point of the building.

c. Fully disclose this Resolution to each potential purchaser of the Subject Property or any portion of it; and

d. To indemnify, defend and hold harmless the Board of County Commissioners of Gunnison County, Colorado, its officials, employees and agents from and against any claim, demand, lawsuit or damages that may arise directly or indirectly from this approval filed prior to the final enactment a Town ordinance confirming disconnection of the westerly 90 + or - acres of the Subject Property from Town by any person or entity who presently has or acquires from Applicant a recorded, contractual or other interest in the Subject Property. The Applicant shall provide security in a form acceptable to Gunnison County in the amount of fifty thousand dollars ($50,000.00) cash to the County for this provision; such security shall be released upon final enactment of such Town ordinance of disconnection. In all events, the County shall have the right, subject to the Applicant's reasonable approval to chose the attorney(s) to defend the County, pursuant to this provision.

e. This conditional approval will have no legal, equitable or other effect unless and until documentation has been provided to Gunnison County and accepted by the Board of County Commissioners that such commitments have been met by Applicant.

4. All roads within the property shall be constructed as a "Rural Lane" in accordance with the requirements of the Gunnison County Road and Bridge Standards issued by the County. All maintenance and snowplowing shall be the responsibility of the property owners association; the County shall not be responsible for maintenance, snowplowing or improvement of the roads. The roads shall be private unless easements are granted by the owner of the Subject Property to the public in the future.

5. A development improvements agreement in a form and substance acceptable to Gunnison County and accompanied by sufficient collateral shall be submitted by the Applicant or its representative subject to approval by the Gunnison County Attorney. Such agreement shall fully incorporate the construction design plans prepared by Schmueser Gordon Mayer, dated February 12, 1999 by the cover sheet, as may be amended by the

County and Applicant, and Town of Crested Butte if the annexation is approved. This conditional approval will have no legal, equitable or other effect unless and until this explicit condition is met.

6. All construction is subject to requirements of the Gunnison County Board of Commissioners Resolution Series 1998 No. 13, "A Resolution Adopting a Policy Requiring the Implementation of Earthmoving Site Revegetation and Noxious Weed Control Plans for Development and Land Use Changes."

7. At such time in the future as an application may be submitted to the County for construction of a second dwelling unit on any parcels of the Subject Property, additional land use change, environmental health and other applicable County permit applications shall be required.

8. A copy of the plat of these parcels, with location of roads and driveways shall be submitted by Applicant to the Gunnison County Planning Director and shall be recorded by the Applicant at Applicant's cost. Upon completion of the road construction Applicant shall submit to the Planning Director two (2) sets of "as-built" plans.

9. A copy of the U.S. Army Corps of Engineers 404 Wetland Permit shall be submitted by the Applicant to the Planning Director prior to initiation of any road construction approved herein.

10. Any and all development on the subject land shall comply with all then existing regulations, requirements and standards of the Crested Butte Fire Protection District.

11. Dust control during and after road construction will be provided by the Applicant, its successors or assigns, by application of water, magnesium chloride or other appropriate measures as required by Gunnison County.

12. Bridge design is subject to the approval of the County Department of Public Works. Bridge design shall be to a fifty year flood standard, shall comply with requirements as may be imposed by a U.S. Army Corps of Engineers 404 wetlands permit, and shall be reviewed by an independent engineer, selected by the County Department of Public Works, at the expense of the Applicant.

13. All roads that are abandoned shall be reclaimed and revegetated with appropriate native vegetation by Applicant at Applicant's cost.

14. The Applicant shall submit to Gunnison County, on the plat of the Subject Property before it is recorded, appropriate recordable documentation that ensures snow removal from the access to this property so long as residences are located on the property.

15. Approval of this application is not and shall not be construed to be approval by Gunnison County of any covenants for this development except as expressly provided herein.

16. Board of County Commissioners of Gunnison County Resolution No. 95-34 affirms that it is the policy of Gunnison County that individual parcels of land greater than 35 acres in size are subject to the same County review and regulatory processes as individual parcels less than 35 acres in size except, as is generally provided in current state statute, for the act of subdividing such parcels into resultant parcels all of which are 35 acres or greater in size. Except as expressly provided herein, nothing in this Resolution is or shall be construed to be an approval or waiver by Gunnison County of any land use, environmental, building, environmental health, driveway or other regulatory requirement, or approval of any building envelope, on the Subject Property or any resultant parcel into which it may be divided.

17. This Resolution does not mean or imply that any lot or parcel accessed by the road approved herein is suitable for or shall receive County approval for any residential or other development.

18. This conditional approval is limited to activities described within the "Project Description" of this application and as depicted on the site plan and the road plan and profile submitted as part of this application. The site plan is a one (1) page document dated December 18, 1998; the road plan and profile is a six (6) page document dated February 12, 1999. Expansion or change of this use except minor realignments of the road will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the Gunnison County Land Use Resolution.

19. The road approved by this Resolution shall provide access only to seven (7) 35+ acre parcels; if annexation is not approved by the Town of Crested Butte, the road shall provide access only to an additional two (2) 35+ acre parcels of the 79.28 acres that are the subject of the annexation.

THIS CONDITIONAL APPROVAL is made noting that decision documentation includes, but is not limited to the application and the entire Planning Department land use change permit file relative to this application.

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FURTHER, THIS CONDITIONAL APPROVAL SHALL TERMINATE AND BE OF NO LEGAL, EQUITABLE OR OTHER EFFECT unless all the conditions specified above are accomplished by December 31, 2001.

THIS RESOLUTION AND THE CONDITIONAL APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner Field, seconded by Commissioner Zanetell, and passed on this 18th day of May, 1999.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Fred Field, Chairperson

By _____
Marlene Zanetell, Commissioner

By OPPOSED
Jim Starr, Commissioner

Attest:

_____
Clerk

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Request for Stuplich Covenant Conservation Easemen

**Action Requested:** Discussion

**Parties to the Agreement:**

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

**Summary:**

Request to determine if a berm is permitted within a conservation easement.

**Fiscal Impact:**

**Submitted by:** Hillary Seminick **Submitter's Email Address:** hseminick@gunnisoncounty.org

**Finance Review:** ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

**County Attorney Review:** ◉ Required ○ Not Required

Comments:
Reviewed with Comm Dev staff and CE does not appear to permit berm construction, CAO opinion is the CE would need to be amended to permit. ESG

Reveiwed by: Discharge Date: 3/31/2021 Certificate of Insurance Required

Yes ○ No ◉

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 15

Agenda Date: 4/6/2021

*Revised April 2015*

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

To: Gunnison County Board of County Commissioners

From: Hillary Seminick, AICP, Senior Planner, Community Development Department

Date: April 6, 2021

Re: **Villanueva Conservation Easement Interpretation**

---

On August 18, 2020; Villanueva Family Trust (Applicant) requested an interpretation of the *Stuplich Covenant* Conservation Easement (CE) on the property located at 24888 Highway 135, Crested Butte (Parcel No. 3257-070-00-051). The Applicant wishes to construct a berm (Exhibit A) within the CE.

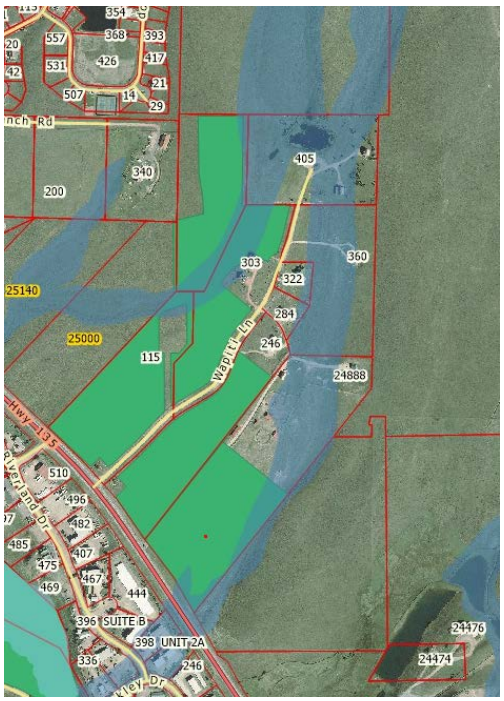



**Figure 1. Location Map:** subject property indicated by star, green area indicates conservation easement boundary, blue area indicates FEMA regulatory floodplain.

Permitted Uses

*Section 4. Permitted Uses and Practices* of the CE (Exhibit B) outline the permitted uses and practices within the area. The permitted uses in this section, included below, all pertain to specific agricultural, ranching, or recreational uses. The proposed berm is not associated with agricultural, ranching, or recreational uses.

> *4.1 Maintaining and repairing existing structures, fences, corrals, ditches and other improvements. Additional structures and improvements may be constructed and maintained which are related to horse sheds and fencing, on condition that the gross cubical volume of such horse sheds does not exceed 3,000 cubic feet.*
>
> *4.2 Constructing and maintaining roads and underground utilities on the Preserved Real Property to access and serve the Real Property and/or other land adjacent or near to the Preserved Real Property.*
>
> *4.3 Ranching, including the pasturing, grazing, feeding and caring of livestock, and the growing, baling and storing of hay. The Preserved Real Property may also be left fallow and uncultivated during any period of time that the Preserved Real Property is not used for the grazing of livestock and/or the growing of hay or other crops;*
>
> *4.4 Constructing and maintaining the water resources on the real property, including, without limitation, wells, reservoirs, pipelines and ditches;*
>
> *4.5 Controlling predatory animals and varmints in accordance with applicable laws, rules and regulations;*

Additional Staff Concerns

The property has been historically used of ranching and agricultural purposes. Recital 2.4 notes that the CE is important in preserving the natural elements, ecological and aesthetic values.

The intent of recital 2.5 notes that the Real Property remain in a "substantially undisturbed and natural state; altered only by agricultural, ranching, and recreational uses". Construction of a berm would disturb approximately 10,000

square feet/0.23 acres of the easement area. The subject CE is 9.7 acres in size. Construction of a berm would introduce approximately 100,000 cubic yards of fill.[1]

Construction of a berm could create a visual barrier along State Highway 135. This could be an adverse impact to the aesthetic values of the conserved property, especially with regards to the view corridor towards Mount Crested Butte and beyond from State Highway 135.

Placement of a berm could dissuade cattle from the grazing area that was preserved with the intention of protecting these types of lands. Gunnison County rangelands are typically rolling or flat with crops of primarily of timothy hay. Haying operations generally occur on vast, open areas of land within the County; with special care taken to avoid topographical variations like ditches and other more severe grade changes during the harvest.

Staff has concerns regarding the viability of berm revegetation. Historically, berms have not successfully re-vegetated without sufficient watering.

Request of the BOCC and Staff Recommendation

The Applicant requests an interpretation to determine if a berm can be constructed within the Conservation Easement area.

If the BOCC should support the construction of a berm within the Conservation Easement, Staff recommends that the CE be amended to permit construction berm. There is not currently a process outlined for this type of amendment in the Land Use Resolution. Staff recommends a public hearing with notice provided 15 days prior to hearing date to amend the document.

1. The amendment include specific dimensional and maintenance requirements such as height, width, watering, number of plantings, etc.
2. The BOCC may want to consider that the Applicant propose language for this modification and utilize a design professional (i.e. landscape architect) to draft this language.
3. Staff recommends that if the BOCC would like to grant an interpretation in favor of the Applicant's request, that a watering plan be required. Adequate water supply would be required for landscape irrigation.
4. Additionally, staff would recommend that approval from Public Works and the Community Development Department be obtained prior to construction of a berm, regardless of size, to ensure compliance with the requirements.

/S/ Hillary Iza Seminick, AICP

Exhibits

A. Proposed Berm
B. Conservation Easement
C. Ownership Documents
D. August 18, 2020 BOCC Memo

[1] Calculated based on the figures provided in Exhibit. B *Proposed Berm.* The average height was used to calculate the volume of fill.




Gunnison County

**Hillary Seminick, AICP**
Senior Planner
Community Development
Gunnison County
221 N. Wisconsin Street, Suite D
Gunnison, CO 81230
Phone: (970) 641-7930
www.GunnisonCounty.org

VILLANUEVA
24888 STATE HWY 135
CRESTED BUTTE, CO. 81224

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# LAND CONSERVATION COVENANT

**THIS LAND CONSERVATION COVENANT** is executed the 30 day of October, 2003 by Robert R. Stuplich ("Grantor"), for the benefit of Gunnison County, Colorado ("County"), as follows:

1. **Property Affected**. Grantor is the owner in fee simple of the real property described on attached **Exhibit A** ("Real Property").

2. **Recitals**. The following Recitals apply to this Land Conservation Covenant:

2.1 The Real Property has historically been used for ranching and agricultural purposes, including the raising and grazing of livestock, and allowing the land to be left fallow or uncultivated for conservation purposes;

2.2 The Real Property has also historically been used for recreation purposes, including snowmobiling, skiing, walking, hiking, horseback riding and other recreational uses;

2.3 The Real Property has significant ecological, wildlife habitat, open space and aesthetic values as part of the agricultural and natural resource system of the upper East River valley in Gunnison County, Colorado;

2.4 Grantor intends that the natural elements and ecological and aesthetic values of a part of the Real Property be preserved by continuing the agricultural, ranching, recreational and other uses that have proven historically to be compatible with such elements and values;

2.5 Grantor intends that a part of the Real Property remain in a substantially undisturbed and natural state, altered only by agricultural, ranching and recreational uses;

2.6 Grantor, as owner of the Real Property in fee simple, intends to identify and assure the preservation of a part of the Real Property's significant natural elements and maintain its agricultural and water quality to the extent set forth in this Land Conservation Covenant; and

2.7 Grantor intends that all future uses of a part of the Real Property shall comply with this Land Conservation Covenant to preserve and protect the natural elements and ecologic and aesthetic values of the Real Property.

3. **Appurtenant Covenant**. In consideration of the County's approval of the Butte Pasture subdivision located adjacent to the Real Property, Grantor, for itself, its representatives, successors and assigns, and all future persons or entities having any right, title or interest in or to the Real Property, hereby makes, declares and imposes this Land Conservation Covenant to run with and be appurtenant to that part of the Real Property described on attached **Exhibit B** ("Preserved Real Proeprty"), in perpetuity.

4. **Permitted Uses and Practices**. The following uses and practices are permitted on the Preserved Real Property:

4.1 Maintaining and repairing existing structures, fences, corrals, ditches and other improvements. Additional structures and improvements may be constructed and maintained which are related to horse sheds and fencing, on condition that the gross cubical volume of such horse sheds does not exceed 3,000 cubic feet.

4.2 Constructing and maintaining roads and underground utilities on the Preserved Real Property to access and serve the Real Property and/or other land adjacent or near to the Preserved Real Property.

4.3 Ranching, including the pasturing, grazing, feeding and caring of livestock, and the growing, baling and storing of hay. The Preserved Real Property may also be left fallow and uncultivated during any period of time that the Preserved Real Property is not used for the grazing of livestock and/or the growing of hay or other crops;

4.4 Constructing and maintaining the water resources on the real property, including, without limitation, wells, reservoirs, pipelines and ditches;

4.5 Controlling predatory animals and varmints in accordance with applicable laws, rules and regulations;

4.6 Constructing and maintaining underground utility lines;

4.7 Hunting, snowmobiling, skiing, walking, hiking, horseback riding and other recreational activities exclusively on a non-commercial basis; and

4.8 Engaging in any other agricultural uses or practices which do not diminish the natural, ecological, wildlife, open space and aesthetic features and values of the Preserved Real Property.

5. **Prohibited Uses and Practices**. The following uses and practices shall be prohibited on the Preserved Real Property:

5.1 Constructing residential dwellings or buildings.

5.2 Establishing any commercial or industrial uses or activities, except for agricultural uses or activities.

6. **Term of Land Conservation Covenant**. This Land Conservation Covenant shall be a covenant running with the Preserved Real Property and appurtenant to the Preserved Real Property in perpetuity and without term or limitation.

7. **Modification**. This Land Conservation Covenant shall not be terminated, modified, amended or changed in any manner by the owner or owners of the Preserved Real Property or by any other person or entity without the written consent of Gunnison County, Colorado.

8. **No Public Access**. This Land Conservation Covenant grants no right for the County, the public or any person or entity to enter upon the Real Property for any purpose whatsoever without the express permission of the owner of the Real Property, except that representatives of Gunnison County shall have periodic access to the Preserved Real Property for the purpose of verifying compliance with this Land Conservation Covenant.

9. **Enforcement**. This Land Conservation Covenant and all of the conditions, covenants, rights, usages or restrictions contained herein may be enforced by:

9.1 The Grantor;

9.2 The owner or owners of all or any part of the Real Property; and/or

9.3 Gunnison County, Colorado.

In the event of a violation of any term, condition, covenant, right, usage or restriction contained in this Land Conservation Covenant, any person or entity set forth in subparagraphs 9.1, 9.2 or 9.3, above, may give written notice of any such violation to the owner or owners of the Preserved Real Property and if such violation has not been corrected within 30 days following such written notice, then such person or entity may commence an action in law or in equity for damages, injunction or other appropriate remedy.

10. **Applicable Law**. This Land Conservation Covenant applies to Gunnison County, Colorado real property and shall be interpreted, construed and governed by the law of the State of Colorado.

11. **Jurisdiction and Venue**. Exclusive jurisdiction and venue of any action to interpret or enforce this Land Conservation Covenant shall be in the District Court or County Court of Gunnison County, Colorado.

12. **Attorneys' Fees**. If any legal action is commenced or maintained in court, whether in law or in equity, as to the interpretation, enforcement, construction or the determination of the rights and duties of the parties to this Land Conservation Covenant or any document provided for herein or related hereto, the prevailing party in any such action shall be awarded reasonable attorneys' fees together with all reasonable costs and expenses incurred.

13. **Binding Agreement**. This Land Conservation Covenant shall be binding upon and inure to the benefit of the Grantor and its heirs, representatives, successors and assigns.

Dated as of the date first written above.

Robert R. Stuplich

STATE OF COLORADO )
) ss.
COUNTY OF GUNNISON )

The foregoing Land Conservation Covenant was acknowledged before me this 30 day of October, 2003 by Robert R. Stuplich

Witness my hand and official seal. My commission expires: 6/18/2006

Notary Public

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**EXHIBIT A**

## LEGAL DESCRIPTION

A parcel of land located in the West Half of the Southwest Quarter of Section 7, Township 14 South, Range 85 West of the 6th Principal Meridian, and in the East Half of the Southeast Quarter of Section 12, Township 14 South, Range 86 West of the 6th Principal Meridian, more particularly described as follows:

Commencing at the West quarter corner of said Section 7, thence N88°47'39"E a distance of 1223.06 feet; thence S00°22'51"W a distance of 829.64 feet to the true point of beginning; thence N89°37'09"W a distance of 505.63 feet; thence S37°16'35"W a distance of 1442.54 feet; thence S38°21'23"E distance of 292.12 feet; thence S30°41'05"E a distance of 255.26 feet; thence N37°16'35"E a distance of 1760.87 feet; thence N00°22'51"E a distance of 191.93 feet to the point of beginning,

County of Gunnison,
State of Colorado.

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# EXHIBIT B



A Land Conservation Covenant located within a 20 acres parcel within Section 7, Township 14 South, Range 85 West and Section 12, Township 14 South, Range 86 West, of the Sixth Principal Meridian, Gunnison County, State of Colorado being more particularly described as follows:

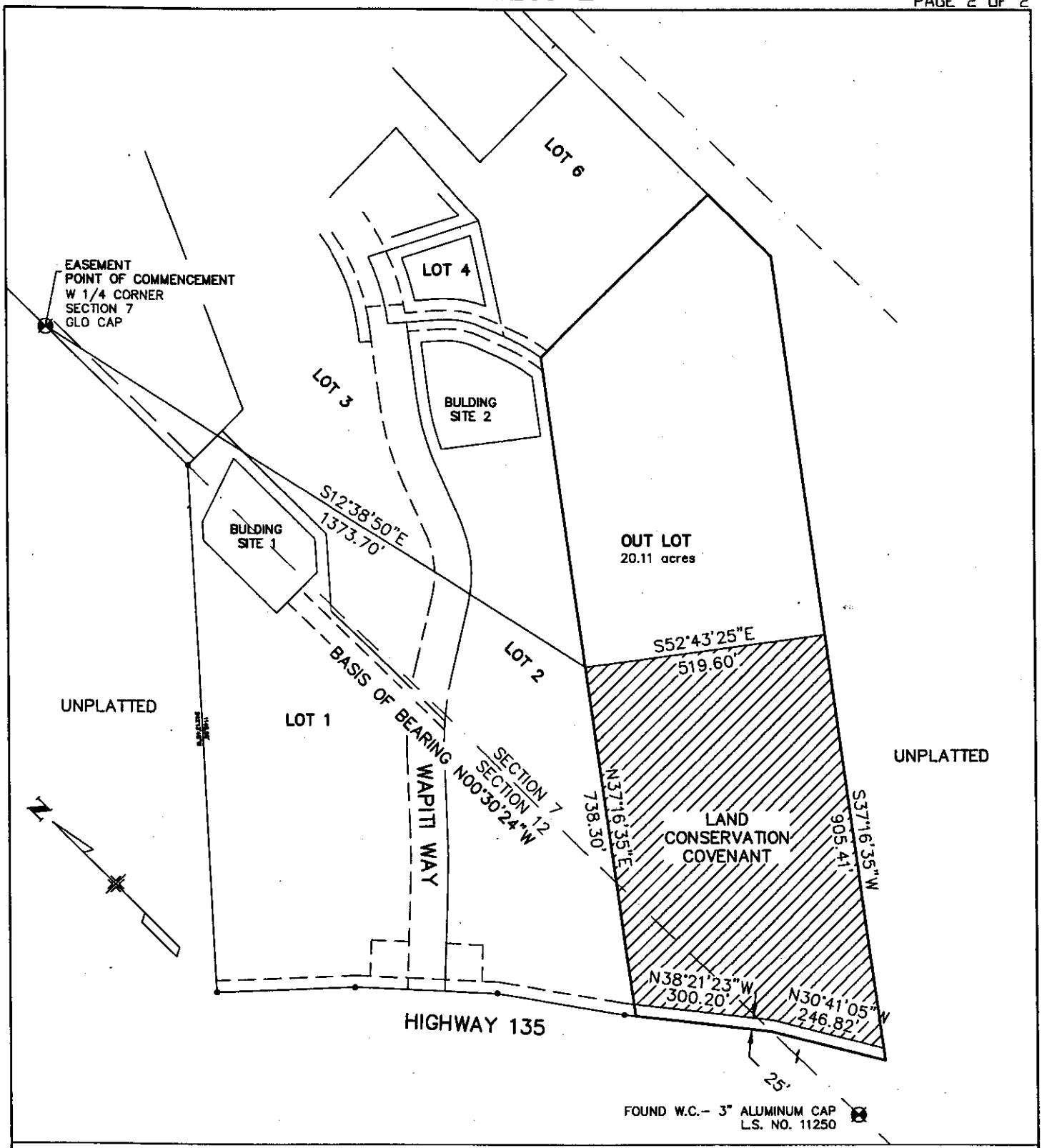
Commencing at the West Quarter Corner of Said Section 7;
Thence South 12°38'50" East, a distance of 1,373.70 feet to the POINT OF BEGINNING, said point being located on the northwesterly line of said parcel;
Thence South 52°43'25" East, a distance of 519.60 feet, said point being located on the southeasterly line of said parcel;
Thence along said parcel boundary South 37°16'35" West, a distance of 905.41 feet;
Thence North 30°41'05" West, a distance of 246.82 feet;
Thence North 38°21'23" West, a distance of 300.20 feet , said point being located on the northwesterly line of said parcel;
Thence along said parcel boundary North 37°16'35" East, a distance of 738.30 feet to the POINT OF BEGINNING.

Containing 422,088 square feet or 9.690 acres, more or less.

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# EXHIBIT B





# WARRANTY DEED

State Doc Fee: $89.90
Recording Fee: $11.00

**THIS DEED** is dated the 22nd day of June, 2016, and is made between

O. A. Pesnell, Jr.

(whether one, or more than one), the "Grantor" of the County of Mobile and State of Alabama and

**Villanueva Family Trust, dated October 31, 1998**

(whether one, or more than one), the "Grantee", whose legal address is PO Box 414, Crested Butte, CO 81224 of the County of Gunnison and State of Colorado.

**WITNESS,** that the Grantor, for and in consideration of the sum of **Eight Hundred Ninety Nine Thousand Dollars and No Cents** ( **$899,000.00** ), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Gunnison and State of Colorado described as follows:

A parcel of land located in the West half of the Southwest Quarter of Section 7,Township 14 South, Range 85 West of the 6th Principal Meridian, and in the East half of the Southeast Quarter of Section 12, Township 14 South, Range 86 West of the 6th Principal Meridian, more particularly described as follows:

Commencing at the West quarter corner of said Section 7, thence N 88°47'39"E a distance of 1223.06 feet; thence S 00°22'51" W a distance of 829.64 feet to the true point of beginning; thence N 89°37'09"W a distance of 505.63 feet; thence S 37°16'35" W a distance of 1442.54 feet; thence S 38°21'23" E distance of292.12 feet; thence S 30°41'05" E a distance of 255.26 feet; thence N 37°16'35" E a distance of 1760.87 feet; thence N 00° 22'51" E a distance of 191.93 feet to the point of beginning.

COUNTY OF GUNNISON,
STATE OF COLORADO.

also known by street address as: 24888 State Highway 135, Crested Butte, CO 81224

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the Grantees, and the Grantees' heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns: that at the time of the ensealing and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to:

2016 taxes and all subsequent years, restrictions, reservations, covenants, easements and rights-of-way of record, if any.

And the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, in the quiet and peaceable possession of the Grantees, and the heirs and assigns of the Grantees, against all and every person or persons lawfully claiming the whole or any part thereof.

**IN WITNESS WHEREOF**, the Grantor has executed this deed on the date set forth above.

O. A. Pesnell Jr. 6/22/16

State of Colorado
County of Gunnison

The foregoing instrument was acknowledged before me this 22 day of June, 2016 by O. A. Pesnell Jr..

CHRISTINA CESARIO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984016768
MY COMMISSION EXPIRES 06/18/2018

Witness my hand and official seal.

Notary Public
My commission expires: 6/18/2018

TO WHOM IT MAY CONCERN:

I ALFRED VILLALLANUEVA, TRUSTEE OF VILLANUEVA FAMILY TRUST OCTOBER 31, 1995, IN WHICH SAID PROPERTY IS HELD, (PROPERTY AT 24888 STATE HIGHWAY 135), AUTHORIZE MY SONS, DAVID & RUBEN VILLANUEVA TO PROCEDE IN ANY AND ALL MATTERS REGUARDING SAID PROPERTY.

THIS DAY FORWARD 1/1/18

SINCERELY,

ALFRED VILLANUEVA

970-349-6422
PO BOX 919
CRESTED BUTTE, CO. 81224

# REVOCABLE TRUST RIDER

**DEFINITIONS USED IN THIS RIDER**

(A) **"Revocable Trust."** The VILLANUEVA FAMILY TRUST created under trust instrument dated October 31, 1998 .

(B) **"Revocable Trust Trustees."** ALFRED VILLANUEVA and NIDIA VILLANUEVA trustees of the VILLANUEVA FAMILY TRUST.

(C) **"Revocable Trust Settlors."** ALFRED VILLANUEVA, and NIDIA VILLANUEVA settlors of the VILLANUEVA FAMILY TRUST signing below.

(D) **"Lender."** Bank of the West, a California state banking corp..

(E) **"Security Instrument."** The Deed of Trust and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).

(F) **"Property."** The property described in the Security Instrument and located at:

Address: 24688 STATE HIGHWAY 135, CRESTED BUTTE, Colorado 81224
Legal Description: SEE ATTACHED LEGAL

"PURCHASE MONEY"
Parcel ID/Sidwell Number: 3257-079-00-051

["Property Address"].

THIS REVOCABLE TRUST RIDER is made this 22nd day of June, 2016, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Lender further covenant and agree as follows:

**ADDITIONAL BORROWER(S).** The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Revocable Trust, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Revocable Trust Rider.

VILLANUEVA FAMILY TRUST

ALFRED VILLANUEVA, Trustee of the VILLANUEVA FAMILY TRUST, under trust instrument dated October 31, 1998.

NIDIA VILLANUEVA, Trustee of the VILLANUEVA FAMILY TRUST, under trust instrument dated October 31, 1998.

COLORADO - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
© 2006-2016 Compliance Systems, Inc. 9/15/2016 - Colorado - 800.111.5.3
Single Family Rider Series - Revocable Instrument DL2047



Form 3561 1/01
www.compliancesystems.com

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

To: Gunnison County Board of County Commissioners

From: Hillary Seminick, AICP, Senior Planner, Community Development Department

Date: August 18, 2020

Re: **Villanueva Conservation Easement Interpretation**

---

The Applicant, Villanueva Family Trust, requests an interpretation of the *Stuplich Covenant* conservation easement on the property located at 24888 Highway 135, Crested Butte (parcel no. 3257-070-00-051). The subject parcel is a little over 20 acres in size and the conservation easement is nearly 10 acres.

The recorded conservation easement (Exhibit A), was executed on October 30, 2003 to the benefit of Gunnison County. The conservation easement was a condition of the Butte Pasture Subdivision (platted in 2004). Curiously, the subject property is not within Butte Pasture Subdivision.

The Applicant is proposing an earthen berm approximately 50 feet in width and 200 feet long. The height would vary from five to 15 feet. A reclamation permit from Public Works would be required prior to the construction of the berm. A portion of the conservation easement is located within the 100 year floodplain. Construction of a berm within a floodplain is discouraged because it would change the characteristics of the floodplain and additional requirements would be triggered by FEMA.

The Applicant wishes to gain clarity and an interpretation of the Commission to determine if a berm within the conserved portion of the property. *Section 4. Permitted Uses and Practices* of the conservation easement does not explicitly state if berm construction is or is not permitted.

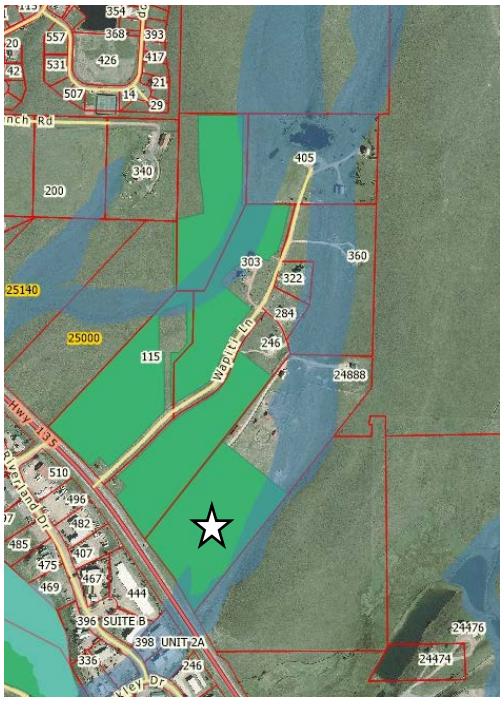



**Figure 1. Location Map:** subject property indicated by star, green area indicates conservation easement boundary, blue area indicates FEMA regulatory floodplain.

/S/ Hillary Iza Seminick, AICP

Exhibits

A. Conservation easement
B. Proposed Berm
C. Ownership Documents

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Boundary Line Adjustment; Lots 3 and 4, Ohio Meado

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

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

**Summary:**

Boundary Line Adjustment Plat signature

**Fiscal Impact:**

**Submitted by:** Rachel Sabbato **Submitter's Email Address:** rsabbato@gunnisoncounty.org

**Finance Review:** ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

**County Attorney Review:** ◉ Required ○ Not Required

Comments:
Reviewed and legally sufficient. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 4/1/2021 Certificate of Insurance Required

Yes ○ No ◉

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

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

To: BOCC

From: Rachel Sabbato

Date: March 31, 2021

Re: Lot 3 & 4 Ohio Meadows Boundary Line Adjustment

---

James Talbot and Ramon and Renee Ray, owners of Lots 3 & 4 in Ohio Meadows Subdivision have applied for a boundary line adjustment. The resulting residential lot 4 for James Talbot is currently vacant, soon to have a single family home (as the plat shows proposed house location). The Rays current lot 3 has a residence (which the plat does not show), they will be acquiring the new 1.8 acres to the north for a total of 4.5 acres.

This boundary line adjustment is contingent on the Rays purchasing the additional property from Talbot. The purchase contract is expressly contingent on the approval of Gunnison County of the Boundary Line Adjustment. The Rays are in the process of refinancing their property with a local lender, Gunnison Savings and Loan (GS&L), in order to include the purchase of the additional property as shown in the Boundary Line adjustment ("BLA") plat. GS&L has agreed to the Boundary Line Adjustment and has shown consent to do so by signing the plat. Talbot does not have a lender. The taxes are current on both lots and the application and plat have been reviewed and approved by the Deputy County Attorney Emilee Gaebler.

The mylar containing all other signatures will be brought to the Board to sign on April 6th.

The application can be viewed at gunnisoncounty.org, or link to http://204.132.78.100/citizenaccess/
Public Access button
Projects
Application
LUC-20-00053
Attachments

Please call if there are any further questions.
Thank you,

Rachel Sabbato
Senior Land Use Planner
Gunnison County
221 N. Wisconsin St
Gunnison, CO 81230
Phone: 970-641-7929

rsabbato@gunnisoncounty.org

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Public Hearing; Alley Vacation Request; Lots 6-13,

**Action Requested:** Motion

**Parties to the Agreement:** Justin and Tracy Hastings and Gunnison County

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

**Summary:**

The Hastings have submitted a request to vacate the alley between their lots. The alley vacation will allow them to have a one acre parcel.

**Fiscal Impact:** Applicant pays costs

**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:

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 4/2/2021 Certificate of Insurance Required

Yes ○ No ◉

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

Justin & Tracy Hastings
PO Box 2454
39 Alpine Court
Crested Butte, CO 81224
970-209-6254 - Tracy's cell
hastingsincb@gmail.com

Gunnison County Public Works Department
Attn: Debbie Ferchau
195 Basin Park Drive
Gunnison, CO 81230

February 13, 2021

Dear Debbie,

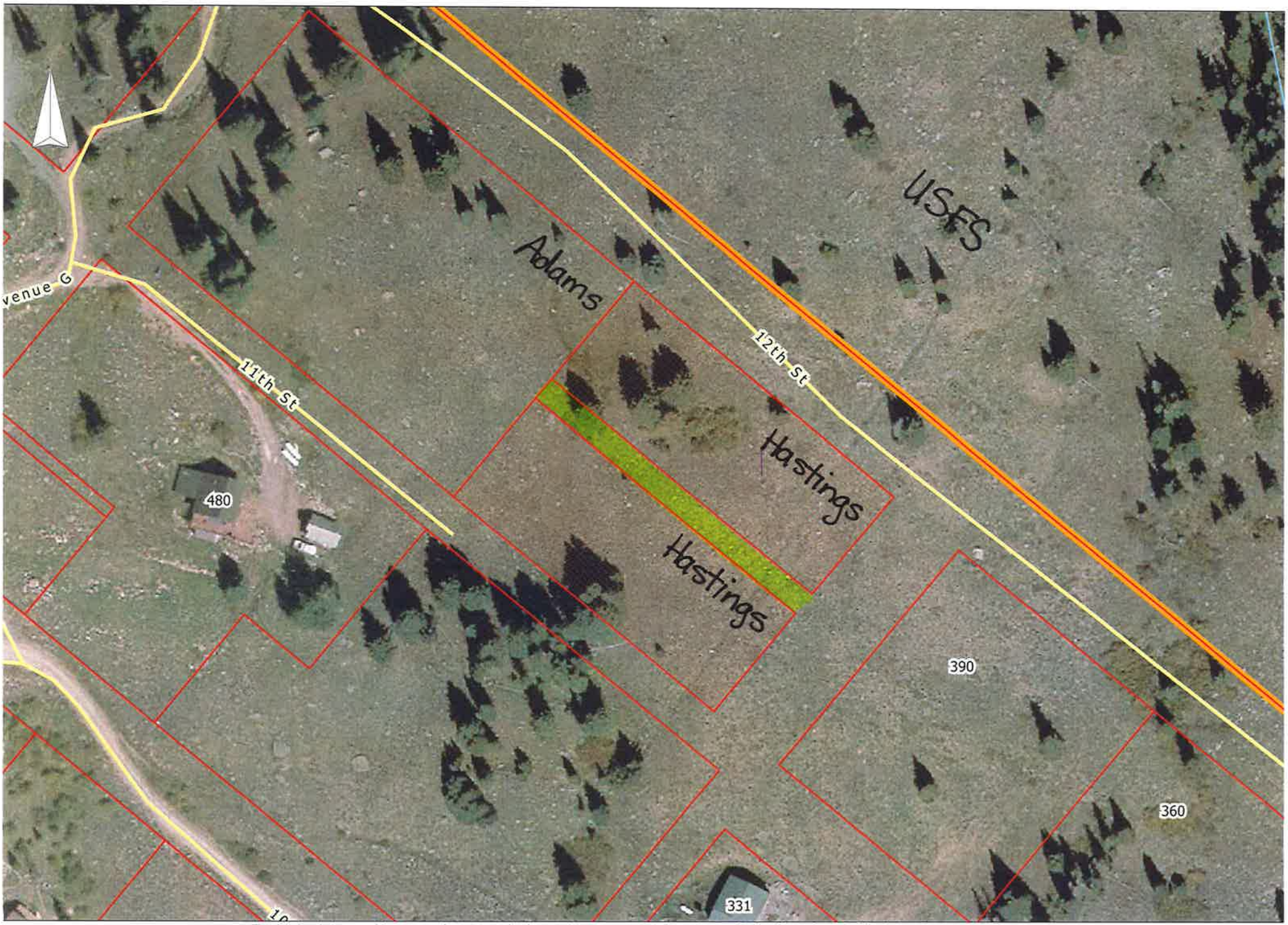
We are writing to you in regards to the following property, located in Irwin, Colorado: lots 6-13, block 19 #651321 owned by Justin Hastings and Tracy Williams Hastings. As requested, we have included the application fee of $500.00 to vacate the surrounding property. We have an application on file.

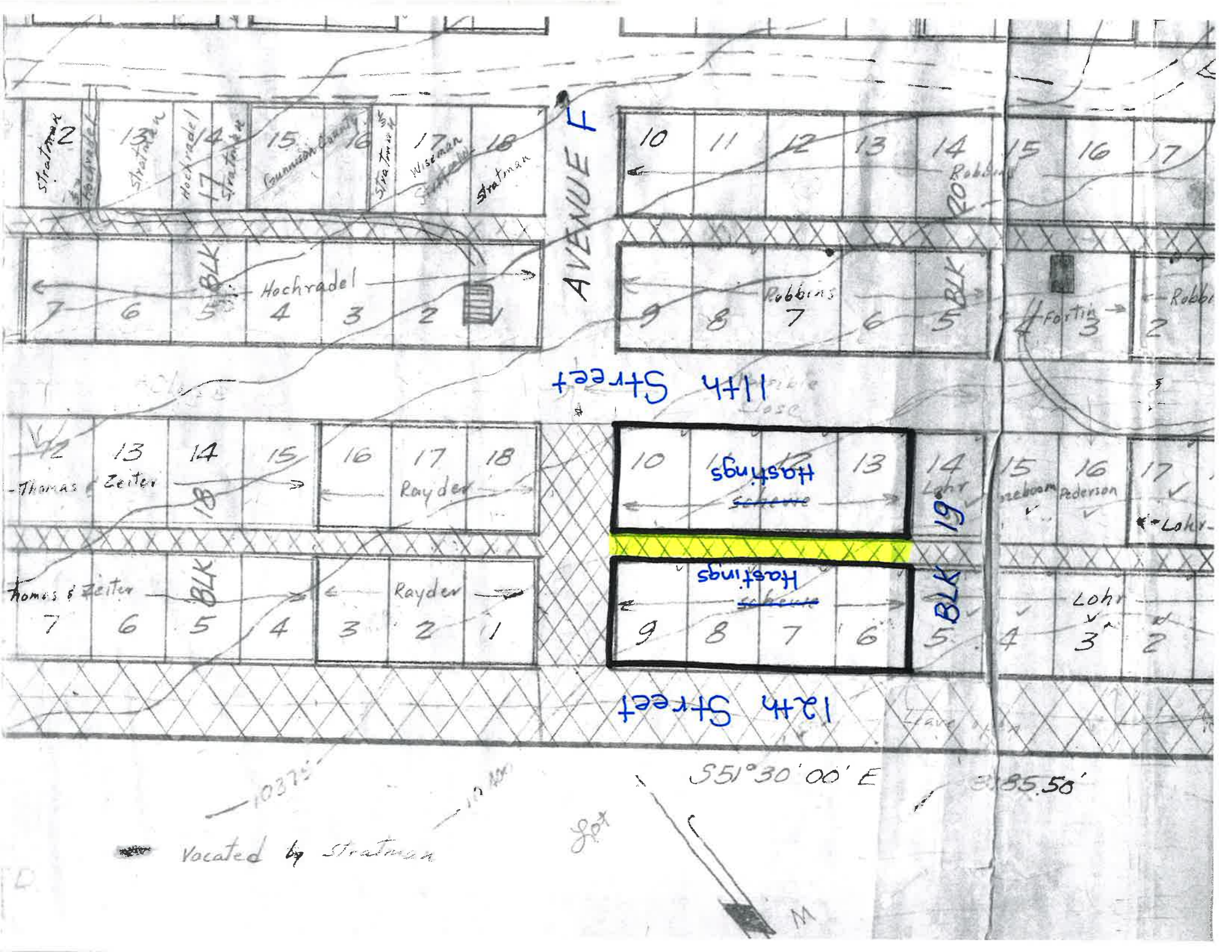
Thank you for your time and effort on this and should you have any questions or need additional information, please do not hesitate to contact Tracy Hastings.

Regards,



Justin Hastings and Tracy Williams Hastings


USFS
Adams
Hastings
Hastings
12th St
11th St
venue G
480
390
360
331


AVENUE L
11th Street
12th Street
Hochradel
Robbins
Rayder
Zeiter
Thomas
Hastings
Lohr
Fortin
Anderson
Wiseman
Stratman
Gunnison County
BLK 5
BLK 19
S51°30'00"E
Vacated by Stratman

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2021-____

A RESOLUTION VACATING A CERTAIN PORTION OF ALLEY LYING WITHIN THE TOWNSITE OF IRWIN, COUNTY OF GUNNISON, STATE OF COLORADO

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado ("Board"), by virtue of Colorado law, has authority and is the owner of certain roads and alleys lying within the County of Gunnison; and

WHEREAS, the Board has determined that not all platted roads and alleys are necessary for public access to privately owned property; and

WHEREAS, the Board has received a request to vacate a certain portion of an alley lying within the Townsite of Irwin, County of Gunnison, State of Colorado described as follows:

> That certain portion of alley adjacent to Lots 6 through 9, inclusive, and Lots 10 through 13, inclusive, Block 19, lying within the Townsite of Irwin, according to the official plat recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on September 6, 1894, bearing Reception No: 70551; and

WHEREAS, the vacation of the above described portion of alley lying within the Townsite of Irwin, will not hinder any property owners of any lands from having access to their respective land nor disrupt existing travel modes or anticipated conditions in traffic or development patterns; and

WHEREAS, there will be no adverse impact to the natural environment, community needs or public health, safety and welfare from the vacation of the above described portion of alley lying within the Townsite of Irwin; and

WHEREAS, the notices required by Colorado law for such vacation have been given and a public hearing on such vacation has been conducted; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that the certain portion of alley lying within the Townsite or Irwin, County of Gunnison, State of Colorado described as follows shall be and hereby is vacated:

> That certain portion of alley adjacent to Lots 6 through 9, inclusive, and Lots 10 through 13, inclusive, Block 19, lying within the Townsite of Irwin, according to the official plat recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on September 6, 1894, bearing Reception No: 70551.

It is the specific intent of the Board that the vacation of the above described portion of alley lying within the Townsite of Irwin shall accrue to and vest in the record owner(s) of adjacent real property pursuant to the provisions of C.R.S. § 43-2-302.

FURTHERMORE, this Resolution is contingent upon and shall not become effective until the recording in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado of the following:

1. The Lot Cluster Agreement executed by Gunnison County and the owner(s) of the respective adjacent property clustering said property and the above described portion of alley lying within the Townsite of Irwin, County of Gunnison, State of Colorado; and

2. This Resolution.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth K. Smith, Commissioner

ATTEST:

_____
Deputy County Clerk

651321 1/17/2018 12:44:00 PM Page 1 of 2
Kathy Simillion Gunnison County, CO
R: $25.50 D: 7.50 eRecorded

# WARRANTY DEED

**THIS DEED**, made this **17th day of January, 2018**, between

**Susan Schewe and Peter H. Schewe**

of County of **Gunnison**, State of **CO**, grantor, and

**Tracy Williams Hastings and Justin Hastings**

whose legal address is **P.O. Box 2454, Crested Butte, CO 81224** grantee:

**WITNESSETH**, That the grantor for and in consideration of the sum of **Seventy Five Thousand and 00/100 Dollars**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, as Joint Tenants, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of **Gunnison** and State of Colorado described as follows:

**Lots 6 through 13, both inclusive, Block 19, Town of Irwin, according to the Plat recorded September 6, 1894 at Reception No. 70551,**
**County of Gunnison, State of Colorado.**

as known by street and number as:
**11th Street, Irwin, Crested Butte, CO 81224**

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature what so ever, except

**General taxes for the current year and subsequent years and subject to easements, restrictions, reservations, covenants and rights of way of record, if any.**

**SEE ATTACHED EXHIBIT EXC. - 1539CEA**

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, the grantor has executed this deed on the date set forth above.

Peter Schewe as attorney-in-fact for Susan Schewe
Peter H. Schewe, as Attorney-in-Fact for Susan Schewe

Peter Schewe
Peter H. Schewe

STATE OF COLORADO
COUNTY OF GUNNISON

The foregoing instrument was acknowledged before me this 16th **day of January, 2018** by **Peter H. Schewe, Individually and as Attorney-In-Fact for Susan Schewe**

Witness my hand and official seal.

My Commission **Expires**: 5-3-20

Notary Public

CAROLYN HURESKY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20134006421
My Commission Expires May 3, 2021

## EXHIBIT EXC - FILE NO. 1539CEA

The following reservations as contained in the United States Patent recorded February 28, 1893 in Book 115 at Page 97: (a) The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law. (b) A right of way for ditches or canals constructed by the authority of the United States.

Notes, easements, restrictions, reservations, densities, designated uses, setbacks, rights of way of a public, or private nature, and all other matters as disclosed on plat of said subdivision at Reception No. 70551.

Notice of Watershed Ordinances recorded February 12, 1993 in Book 720 at Page 163.

A portion of the route of ingress and egress to the property insured herein is over roads owned by the United States of America and is subject to the rules and regulations of the U.S. Government and its agencies. The Company bears no responsibility if the validity of said access is challenged.

All matters as shwon on Improvement Location Certificate by Norman C. Whitehead, P.E. and P.L.S. No. 27739, NCW & Associates, Inc., dated December 20, 2017, Job Number 17229.00.

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Appeal of Lot 7 and Lot 8, Block 9, Crested Butte

**Action Requested:** Motion

**Parties to the Agreement:**

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

**Summary:**

Appeal of Community Development Director Decision for Lots 7 & 8, Blk 9, Crested Butte South, Filing 2

**Fiscal Impact:**

**Submitted by:** Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

**Finance Review:** ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

**County Attorney Review:** ◉ Required ○ Not Required

Comments:

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 3/31/2021 Certificate of Insurance Required

Yes ○ No ◉

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 30

Agenda Date: 4/6/2021

*Revised April 2015*

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

**From:** Cathie Pagano, Director of Community and Economic Development

**To:** Board of County Commissioners

**Date:** March 24, 2021

**Re:** Appeal of Lot 7 and Lot 8, Block 9, CB South Filing 2 decisions

---

Attorney Nancy Essex, representing multiple clients, has submitted an appeal of the Community Development Director's decision to the Board of County Commissioners. The current appeal is regarding a decision that was made on a prior appeal submitted by Mr. Andrew Tyzzer. The subject parcels are legally described as Lots 7 and 8, Block 9, Crested Butte South, Filing 2 and are owned by South Butte, LLC.

Section 8-103: C.1.b. *County Shall Prepare Record* of the Gunnison County *Land Use Resolution* states that the:

> *"County shall prepare the record of the initial decision-making body. The record shall consist of all documents provided to or prepared by the County as part of its review and decision-making process, including the application and submittals, site plans, maps, referral agency comments, written and oral public comments, minutes, the decision documents, and audio recordings of the meeting/hearing, except for any documents or information protected by privileged communication."*

Community Development staff has created a file on our public access system where the record can be viewed. You may view the online database and query the record by selecting "project" and then inputting APPEAL-21-00045 in the permit number field. If you have any trouble accessing the record please contact Beth Baker, Administrative Services Manager, at 640-7932 or *bbaker@gunnisoncounty.org*. If you have any additional questions or concerns please feel free to contact me. Thank you.

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Support for Colorado River District Partnership Pr

**Action Requested:** Discussion

**Parties to the Agreement:**

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

**Summary:**

Bostwick Park Conservancy District with support from Trout Unlimited are requesting funding from Colorado River District for the Fish Creek Reservoir #2 Repair and Conservation Project which was funded last year by the Roundtable. The District is seeking $154,134 for the $403,000

**Fiscal Impact:** N/A

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

**Finance Review:** ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

**County Attorney Review:** ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

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

Agenda Date: 4/6/2021

*Revised April 2015*

COLORADO RIVER DISTRICT
PROTECTING WESTERN COLORADO WATER SINCE 1937

# Partnership Project Funding Program
## Application

*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: Allen Distel, Board President

Organization (if applicable): Cimarron Canal and Reservoir Company

Primary Contact Information

Name: Allen Distel

Address:
400 South 3rd Street Montrose, CO 81401

Phone: (970) 249-8707 e-mail: allen@bpwps.com

### II. Project Information

Project Name: Fish Creek Reservoir #2 Repair and Conservation Project

Project Location (Address and County):

Gunnison County (38.26579 N, 107.56834 W)

Project Timeline:

*Anticipated Start Date:* 06/01/2021

*Anticipated Completion Date:* 09/30/2021

*Other Project Milestones (e.g. study completion, permitting, engineering design, construction):*

Completed Milestones:
Embankment Seep Repairs - Completed During Summer 2020
Engineering Design - Completed July 2019 (approved by State Engineer's Office August 2019)

Upcoming Milestones:
Army Corps of Engineering Permitting - May 31, 2021
Subcontractor Selected and Materials Acquired - June 31, 2021
Completed Construction - August 30, 2021
Construction Closeout (As-built drawings, etc) - September 30, 2021
Conservation Plan Completion - March 31, 2022

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:

Infrastructure (98% of expended funds) - The bulk of the project funds are to be spent on the repair and rehabilitation of the dam and outlet works at Fish Creek Reservoir #2, which will allow the Cimarron Canal and Reservoir Company (CCRC) to reclaim 298.1 acre-feet of water storage that could be use for agricultural, municipal, recreation, and environmental purposes. Repairing the dam and outlet works will provide late season water to meet the demands of irrigators in the Bostwick Park, Shinn Park, Waterdog Mesa, and Kinikin Heights areas of Montrose County. Infrastructure improvements will also provide the water needed to improve flows and habitat in the Cimarron River by making water available late in the irrigation season when demands in the Cimarron Canal outpace available supplies.

Project Partners: *List all partners involved with this project and their role in the proposed project.*

1) Bostwick Park Water Conservancy District (BPWCD) - BPWCD is a US Bureau of Reclamation Project, which is the sister district of the Cimarron Canal and Reservoir Company (CCRC). While CCRC owns Fish Creek Reservoir #2 and much of the conveyance infrastructure used by both entities, BPWCD sees to the day-to-day operations of both "project" and "company" water. Due to this relationship, BPWCD utilizes the conveyance infrastructure of CCRC and has many of the same shareholders and users. While storage in the reservoir is specifically for CCRC water users, BPWCD will benefit, as additional basin storage will prolong the irrigation and fish water storage held in Silverjack Reservoir. For this reason, BPWCD is contributing $20,000 in cash to the project

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 project will repair the dam and outlet works on Fish Creek Reservoir #2. The reservoir has the following storage rights: 298.1 acre-feet appropriated in 1904, and 227.94 acre-feet appropriated in 1935. The dam is currently considered a significant hazard dam and is under a zero-storage restriction placed on the dam by the State of Colorado. Repairing the dam would lift the restriction and allow the reservoir to resume storage.

The repair project will focus on improving the embankment and repairing/replacing the outlet works. Specifically, this project will slipline an HDPE pipe through the existing outlet pipe, replace the intake structure, improve the slope on the downstream dam face, install a two-stage filter diaphragm near the downstream end of the improved outlet works, and provide monitoring piezometers in the dam.

Reclaiming the storage capacity in Fish Creek Reservoir #2 will provide CCRC with additional irrigation water and increased flexibility in delivering irrigation water. By repairing the reservoir, CCRC and its partners will be restoring what was once a productive trout fishery at the reservoir; thereby enhancing recreational opportunities in the Gunnison Basin. The reclaimed storage will also provide late-season water primarily for agricultural irrigation uses, but that can also be leased to the Colorado Water Conservation Board (CWCB) to satisfy a instream flow right of 25cfs in the Big Cimarron River. In dry years, even with shepherding of stored water, it has been difficult to maintain flows of even 18cfs as well as temperatures low enough to support trout in the Big Cimarron.

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.*

While the project is on U.S. Forest Service (USFS) land, the Cimarron Canal and Reservoir Company (CCRC) is exempt from permitting requirements on this project since the facility pre-dates the formation of USFS. However, CCRC has been working with USFS to follow their requirements for the area and project construction. CCRC wishes to maintain their existing good relationship with USFS, and will continue working with them to meet their specifications.

Coordination with the Army Corps of Engineers is planned for. A Nationwide Permit 3 is anticipated and should take approximately 8 weeks to be issued.

## III. Project Budget and Funding

Total Project Cost: $ 402,911.00

Project Budget/Funding: *Provide a complete disclosure of all funds and funding sources being utilized to complete the project. Attach additional documentation if appropriate.*

The budget is attached and provides a detailed breakout of funding, including in-kind contributions, provided by Cimarron Canal and Reservoir Company (CCRC) and its partnering entities. These include:

Cash Matches:

$138,866 of Colorado Water Conservation Board (CWCB) Water Supply Reserve Fund (WSRF) grant monies were awarded to CCRC in September 2020. CCRC has been notified of their award, but is not yet under contract.

$20,000 of matching cash funds will be contributed by Bostwick Park Water Conservancy District (BPWCD) to be used for excavation of embankments, removal of existing CMP in the dam, and stockpiling of embankment materials.

$4,911 of matching cash funds will be contributed by CCRC to help pay for engineering oversight, construction

Requested Contribution from River District: $ 154,134.00

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.*

CCRC agrees to the Colorado River District's (CRD) standard and preferred distribution of funds as outlined in Section I PPFP of the Guidelines.

## IV. 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.

We are currently obtaining letters of support (which will be submitted once obtained) from:
- Gunnison County (project location)
- Montrose County (project beneficiary)
- City of Montrose (project beneficiary).

A letter of support from Trout Unlimited is attached.

While completing the CWCB WSRF grant, letters were obtained from the following entities (and are attached):

- Gunnison Basin Roundtable
- Audubon Rockies
- Colorado Parks and Wildlife

## V. 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.

The mission of the Colorado River District (CRD) is, "To lead in the protection, conservation, use and development of the water resources of the Colorado River basin for the welfare of the District, and to safeguard for Colorado all waters of the Colorado River to which the state is entitled." This project aligns with the mission by protecting a pre-compact, high mountain storage right in the Gunnison Basin, which benefits agricultural users in the West Slope communities of the Cimarron and Uncompahgre Valleys. The project also promotes conservation of fish and wildlife species and habitat in the Big Cimarron River, which has been show to be vulnerabel to impacts of low flows and high water temperatures in the late summer.

The proposed project is an extension of much of the work that CRD has been doing in the Lower Gunnison Basin. Through NRCS RCPP funds, CRD directly administered a project that piped the first phase of Bostwick Park Water Conservancy District's (BPWCD) West Lateral project; and that same funding was used to build BPWCD's SCADA network. These CRD projects directly benefit Cimarron Canal and Reservoir Company (CCRC) due to their administrative/infrastructure relationship with BPWCD mentioned previously. Both projects were performed by CRD to achieve their goals of increased water quality and efficiency in the same basin that CCRC's proposed reservoir project is located in. Partnering with CRD on refurbishing the dam at Fish Creek Reservoir #2 and improving the outlet works would be a continuation of these collective efforts to maximize the availability of water to irrigators within the Gunnison Basin.

The project meets the following strategic initiatives of CRD:

1) The "Water Needs/Project Development" strategic initiative of the Colorado River District (CRD) states, "Refurbishing and modernizing aging infrastructure is a priority to preserve existing water uses for existing needs."

## VI. Project Risk Analysis

Is there any risk to public health, safety and welfare with this project? Yes ☒ No ☐
If yes, please explain.

The proposed project will mitigate any risk to public health, safety and welfare that could exist if the dam were in use. In its current state, the dam is no longer in use due to it being classified as a significant hazard dam by the State of Colorado. Restrictions were placed on the dam according to Rule 4.13.2 in Colorado's "Rules and Regulations for Dam Safety and Dam Construction," which states that a failure of a significant hazard dam would

What are the potential consequences of project failure, or in the instance of a study, the failure to produce a final deliverable?

A project failure could result in damage to the downstream community; however, inaction would result in the loss of a facility with pre-compact storage rights that are necessary to support the local agriculture community, which makes up 100 percent of the area served by Fish Creek Reservoir #2. Appropriate engineering methods were

Is there anything in this project that may cause potential injury to vested absolute water rights? If yes, please explain. Yes ☐ No ☒

N/A

Will this project potentially cause reduced return flows with any potential negative effects? If yes, please explain. Yes ☐ No ☒

N/A

## VII. Additional Factors for Evaluation

Does this project preserve pre-Compact (i.e. appropriation date 1922 or earlier) water rights? Explain. Yes ☒ No ☐

Completion of this project would lift the zero-storage restriction currently imposed on the reservoir by the State of Colorado's Engineer's Office; thereby preserving the 298.1 acre-foot pre-compact storage (the 298.1 acre-feet of storage within the Reservoir has a 1904 appropriation date).

Does this project have potential to cause injury to other water users? Yes ☐ No ☒
Explain.

This project would not injure other water uses as it would simply restore the dam to its condition prior to its zero-storage restriction (circa 2015). Water administration on Fish Creek would not be impacted.

Any water leased for in-stream flow uses would be subject to the administration requirements of Division 4 and the State of Colorado. No water would be stored out of priority.

Does this project reduce the operational costs to the operator? Yes ☐ No ☒
If yes, provide further explanation.

While it does not directly reduce operational costs, leasing of water for in-stream uses could provide Cimarron Canal and Reservoir Company (CCRC) with funds to further improve operational costs and efficiencies. SCADA implementation throughout the CCRC & Bostwick Park system would benefit from funds made through leasing agreements.

CRD has contributed significant funds to CCRC's SCADA implementation through the Lower Gunnison RCPP

How does this funding request enhance the project's long-term viability?

Without external funding, CCRC would not be able to construct the proposed repairs and improvements to Fish Creek Reservoir #2; which would leave agricultural and other water users without a critical water right that is necessary for sustaining the local economy, especially in an area that is historically plagued by drought due to low flows and high water temperatures in the late summer. Also, the benefits of this project are fundamental to providing the additional water storage needed to sustain fisheries, riparian habitats, and recreational opportunities on the Cimarron River.

Does this project promote innovation within a water use sector? Yes ☒ No ☐
Explain.

By restoring the storage pool at Fish Creek Reservoir, this project presents the unique opportunity to meet consumtive and non-consumptive needs in the Big Cimarron basin. Late season releases of even a portion of the water stored in the rehabilitated reservior would be sufficient to address water supply needs agricultural producers who rely on the Cimarron canal as well as the 12 miles of the Big Cimarron River downstream of the canal that have historically been seriously impacted by drought and diversions.

Does this project develop applied research, science and data beneficial to the mission and strategic goals of the District? Yes ☒ No ☐

Proponents believe this project can will provide the District an example of how historic agricultural water demands can be met while also meeting the needs of the other water needs including recreation and environment. Fish Creek #2 Reservoir Repair and Conservation project is a critical component of the larger effort to increase water use efficiency by improving irrigation infrastructure and applying modern technologies to stretch water supplies and meet the needs of all water users in the Cimarron and Big Cimarron basins. This effort relies on collaboration amongst various users, groups, and agencies. The project framework and concept will provide valuable data relative to meeting the strategic goals of the District.

## VIII. 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?

Cimarron Canal and Reservoir Company (CCRC) has reviewed the minimum insurance requirements for a funding agreement and can meet the requirements as outlined in the guidelines document for this funding opportunity.

Allen Distel

Signature of Applicant

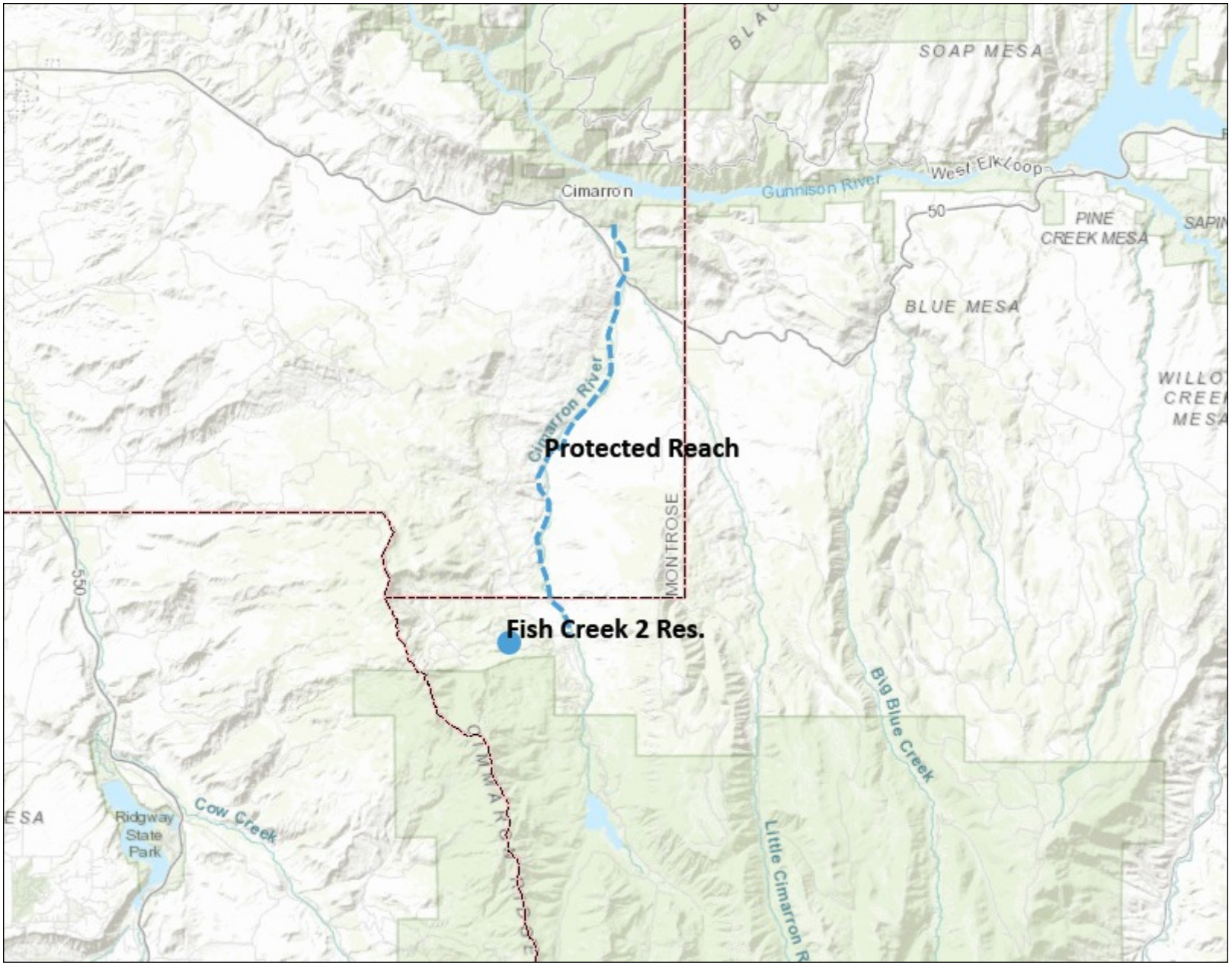
03/08/2021

Date

*Completed application and supporting documentation should be submitted by e-mail to partnerfunding@crwcd.org.*

COLORADO'S
Decision Support Systems
CWCB / DWR

# Fish Creek and protected reach




## Legend

County

## Location




## Notes

over 42,000 feet of protected stream

7.09 0 3.54 7.09 Miles

1: 224,514

*This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.*

Date Prepared: 2/6/2020 3:28:23 PM

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Local Marketing District; First Amendment to Memor

**Action Requested:** Motion

**Parties to the Agreement:**

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

**Summary:**

The amended contract, crafted by the County Attorney's Office, is attached.

**Fiscal Impact:** $350,000 Additional Funding

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

**Finance Review:** (●) Required ( ) Not Required

Comments:
Budget amendment will be needed

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 4/1/2021

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

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/23/2021 Certificate of Insurance Required Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/2/2021

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 15

Agenda Date: 4/6/2021

*Revised April 2015*

**FIRST AMENDMENT TO**
**MEMORANDUM OF AGREEMENT ON FUNDING**

This FIRST AMENDMENT TO THE MEMORANDUM OF AGREEMENT ON FUNDING ("First Amendment") is made as of this ____ day of _____, 2021 (the "Effective Date"), by and between the BOARD OF THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT ("LMD") and the TOURISM AND PROSPERITY PARTNERSHIP, known as the GUNNISON-CRESTED BUTTE TOURISM ASSOCATION ("GUNNISON-CRESTED BUTTE TA"), a CO non-profit corporation; each being referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the LMD and GUNNISON-CRESTED BUTTE TA previously entered into that certain Memorandum of Agreement for funding, dated December 22, 2020 (the "Funding Agreement");

WHEREAS, the Funding Agreement provided that the LMD would provide support funds to GUNNISON-CRESTED BUTTE TA in the amount of two million forty thousand five-hundred and ninety and 51/100 U.S. DOLLARS ($2,040.,590.51);

WHEREAS, the Parties desire to amend the Funding Agreement, to provide for increased funding from the LMD to GUNNISON-CRESTED BUTTE TA;

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Funding Agreement Section 2 Amended. Section 2 of the Funding Agreement is amended as of the Effective Date to increase the total funding provided from the LMD to the GUNNISON-CRESTED BUTTE TA from two million forty thousand five-hundred and ninety and 51/100 U.S. DOLLARS ($2,040.,590.51) to two million three-hundred and ninety thousand five hundred and ninety and 51/100 U.S. DOLLARS ($2,390,590.51).

   The monthly payment schedule is also amended, for the month of May 2021, to reflect this increase as follows:

   May 2021 ~~$ 204,059.05~~ **$554, 059.05**

2. Funding Agreement Appendix A Amended. Appendix A to the Funding Agreement is amended as of the Effective Date to incorporate and be consistent with the attached Appendix A titled "LMD request - March 2021" that accounts for the increased total funding provided to GUNNISON-CRESTED BUTTE TA.

3. Other Provisions Unaffected. Except as expressly modified by this First Amendment, all other provisions of the Funding Agreement remain in full force and effect.

4. Defined Terms. Each capitalized term not defined in this First Amendment has the meaning ascribed to it in the Funding Agreement;

5. Counterparts. This First Amendment may be executed by facsimile or electronically 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 original document. All facsimile or electronically signed counterparts shall be promptly followed with delivery of original executed counterparts.

6. No Third-Party Beneficiary. This First Amendment is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity that is not a Party to the Funding Agreement.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first listed above.

GUNNISON RIVER VALLEY
LOCAL MARKETING DISTRICT

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Commissioner

By: _____
Elizabeth Smith, Commissioner

ATTEST:

_____
Deputy County Clerk

GUNNISON-CRESTED BUTTE
TOURISM ASSOCIATION

By: _____
President

**APPENDIX A**

# Tourism and Prosperity Partnership




LMD request

-March 2021-

# TAPP Principles

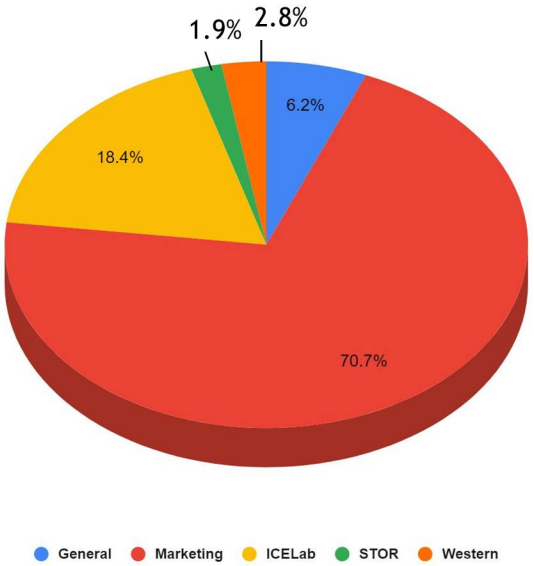
1. Trails, Summer & Winter
2. Synergies
3. Efficiency and Technology
4. Nimbleness and Speed

# Incremental Request - $350k

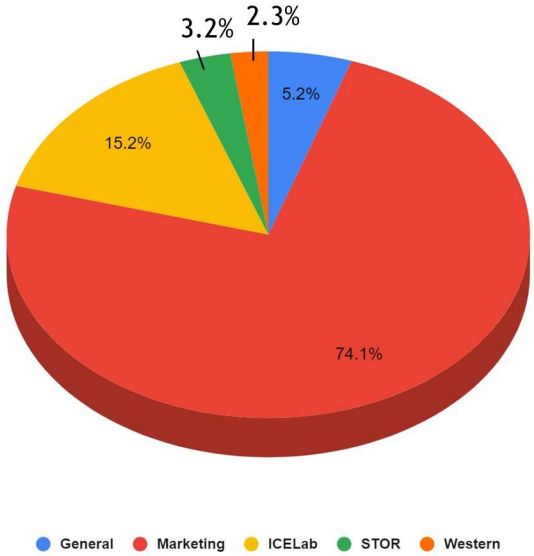
| Purpose | Amount | % of request |
|---|---|---|
| TA Snow | $140,509 | 40% |
| Placemaking | $150,000 | 43% |
| ICELab | $10,813 | 3% |
| STOR | $48,678 | 14% |
| TOTAL | $350,000 | 100% |

# 2021 Expense by Purpose

## LMD Approved




## Incremental Included



# LMD Monthly Request

| Jan | Feb | Mar | Apr | May | Jun |
|---|---|---|---|---|---|
| $255,073.81 | $238,068.89 | $221,063.97 | $204,059.05 | $554,059.05 | $178,551.67 |

| Jul | Aug | Sep | Oct | Nov | Dec |
|---|---|---|---|---|---|
| $161,546.75 | $136,039.37 | $136,039.37 | $119,034.45 | $102,029.53 | $85,024.60 |