

1 - Agenda 20210504

2a - Alcohol Bev Lic App\_John Ferros LLC dba Ferros Liquors

2b-2c - Alcohol Bev Lic App\_Irwin Backcountry Guides LLC\_ dba Movie Cabin, dba Parking Barn

2d-2e - Alcohol Bev Lic App\_CB South General Store LLC\_ Elk Creek Marina LLC

3 - LMD\_Marble Chamber Funding Request\_Contract

4 - Minutes, Mar 16 2021

5a - Ackn of CM Signature, Grant App, Gunn-Hinsd Early Childhd Council\_Completed Form

5b - Contract Amendment\_Office of Early Childhood\_Colorado Dept of Human Services

5c - Mini Grant App\_Choice Pass Parent Education

5d - Affiliate Airline Operating Agreement\_CommutAir

5e - Grant Acceptance Letter, Early Milestones CO\_Elevate the Workforce Project

6 - Schedule\_20210430 to 20210630

7a-7b - Public Hearing and Resolution\_On-Site Wasterwater Treatment System Regulations

8 - Resolution\_Repealing Res 18-14\_Authorizing ATVs\_OHVs\_UTVs\_portion of CR3

9 - Resolution\_Temporary Weight Length Restrictions\_CR 12 aka Kebler Pass Road

10 - Road Use Agreement\_Temporary\_Gunnison Nordic Club\_5-27-21

11 - Lot Cluster, Buckhorn Ranch Filing 2B\_Basin Real Estate Holdings LLC

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

**DATE:** Tuesday, May 4, 2021

**Page 1 of 2**

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

**GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:**

- 8:30 am
- Call to Order
  - Alcohol Beverage License #05-32593-0002; John Ferro LLC dba Ferros Liquors; Effective Dates 4/30/2021 – 4/30/2022
  - Alcohol Beverage License #03-02906; Irwin Backcountry Guides LLC dba Movie Cabin; Effective Dates 5/20/2021 – 5/20/2022
  - Alcohol Beverage License #03-02907; Irwin Backcountry Guides LLC dba Parking Barn; Effective Dates 5/20/21 – 5/20/2022
  - Alcohol Beverage License #03-06079; Crested Butte South General Store LLC dba CB South Country Store; Effective Dates 3/15/21 – 3/15/2022
  - Alcohol Beverage License #03-01378; Elk Creek Marina LLC dba Pappy's Restaurant; Effective Dates 6/3/21 – 6/3/2022
  - Adjourn

**GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT:**

- 8:33 am
- Call to Order
  - Local Marketing District Funding Request; Marble Crystal River Chamber of Commerce: Effective Dates 1/1/2021 thru 12/31/2021; \$25,500
  - Adjourn

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

- 8:38 am
- Call to Order; Agenda Review
  - Minutes Approval:
    1. March 16, 2021 Regular Meeting
  - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
    1. Acknowledgment of County Manager's Signature; Grant Application; Gunnison Hinsdale Early Childhood Council; Temple Hoyne Buell Foundation; \$30,000 Renewal Grant Funding
    2. Contract Amendment; Office of Early Childhood for the Early Childhood Council; Colorado Department of Human Services; Year 2 of a 3-Year Grant; \$63,450
    3. Mini Grant Application to Community Foundation of the Gunnison Valley; Gunnison County Substance Abuse Prevention Project; Choice Pass Parent Education; \$3,000
    4. Affiliate Airline Operating Agreement; CommutAir, Contracted Commercial Air Service for United Airlines; Gunnison-Crested Butte Regional Airport; Landing Fees at \$5.35 per 1,000 Pounds of Weight
    5. Grant Acceptance Letter; Early Milestones Colorado, Early Childhood Workforce Innovation Grant; Gunnison-Hinsdale Early Childhood Council, Elevate the Workforce Project; 6/1/2021 thru 5/31/2022; \$90,000

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

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

**DATE:** Tuesday, May 4, 2021

**Page 2 of 2**

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

- Scheduling
- 8:40 am • County Manager's Reports
- 8:50 am • Public Hearing; Gunnison County On-Site Wastewater Treatment System Regulations
- Resolution; A Resolution Amending the Gunnison County On-Site Wastewater Treatment System
- 9:00 am • Deputy County Manager's Reports and Project Updates
- 9:10 am • Resolution; A Resolution Repealing Resolution No. 18-14 and Authorizing All-Terrain Vehicle, Off-Highway Vehicle, and Utility Terrain Vehicle Use on a Certain Portion of County Road #3
- 9:15 am • Resolution; A Resolution Authorizing Temporary Weight and Length Restrictions for a Portion of County Road 12 Also Known as Kebler Pass Road
- 9:25 am • Road Use Agreement; Gunnison Nordic Club, Inc. – Gunnison Nordic Cottonwood Ride; Temporary Permission to use a Portion of County Road 209, Also Known as Cotton Pass; 5/27/2021, from 7:00 am to 2:00 pm
- 9:40 am • Lot Cluster; Buckhorn Ranch Filing 2B; Lot M1-13, Lot M1-14, Lot M1-15 of Buckhorn Ranch Subdivision; Stephen Howard, Basin Real Estate Holdings LLC
- 9:45 am • Unscheduled Citizens: Limit to 5 minutes per item. No formal action can be taken at this meeting.
- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Executive Session, pursuant to C.R.S. 24-6-402(4)(e)(I), for determining positions relative to matters that may be subject to negotiations related to the Mt. Emmons/Red Lady mine, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. 24-6-402(4)(b) conferences with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice related to the Mt. Emmons/Red Lady mine
- Adjourn

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

**ZOOM MEETING DETAILS:**

Join Zoom Meeting: <https://us02web.zoom.us/j/88336680665?pwd=MVhiUzIBZnRrNjdma0JoUllXUzRaUT09>

Meeting ID: 883 3668 0665

Passcode: 149941

One tap mobile

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

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

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

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Alcohol Beverage License #05-32593-0002; John Ferr

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

**Parties to the Agreement:** Kathy Simillion, County Clerk

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

**Summary:**  
Ferro John LLC dba Ferros Liquors, liquor license renewal

**Fiscal Impact:**

**Submitted by:** Kathy Simillion **Submitter's Email Address:** ksimillion@gunnisoncounty.org

**Finance Review:**  Required  Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**  Required  Not Required

Comments:  
I see no legal issues MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 4/27/2021

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/29/2021

Consent Agenda  Regular Agenda  Worksession

Time Allotted: 5

Agenda Date: 5/4/2021



**GUNNISON COUNTY**

**THIS LICENSE MUST BE POSTED IN PUBLIC VIEW**

---

**GUNNISON COUNTY  
GUNNISON COUNTY CLERK**

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

**LIQUOR STORE**

**ALCOHOL BEVERAGE LICENSE #05-32593-0002**

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

**JOHN FERRO LLC DBA FERROS LIQUORS**

**130 SOAP CREEK RD  
GUNNISON, COLORADO 81230-9234**

**Fee \$100.00**

**Effective Dates: 04.30.2021 - 04.30.2022**

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

*Kathy Simillion 4-26-2021*  
\_\_\_\_\_  
Gunnison County Clerk                      Date  
Kathy Simillion

\_\_\_\_\_  
Board of County Commissioners    Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION**

1697 Cole Blvd, Suite 200  
Lakewood, CO 80401

**FERRO JOHN LLC  
dba FERROS LIQUORS  
3200 SOAP CREEK RD  
Gunnison CO 81230-9234**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>05-32593-0002</b>	License Expires at Midnight <b>April 30, 2022</b>
License Type <b>LIQUOR STORE (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

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

In testimony whereof, I have hereunto set my hand. 4/26/2021 LSS

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Mark Ferrandino*

Mark Ferrandino, Executive Director/CEO

**Submit to Local Licensing Authority**

Fees Due		
Renewal Fee		\$312.50
Storage Permit	\$100 X	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
<b>Amount Due/Paid</b>		\$

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

**Retail Liquor or Fermented Malt Beverage License Renewal Application**

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <b>Ferro John</b>		Doing Business As Name (DBA) <b>Ferros Liquors</b>			
Liquor License # <b>05-32593-0002</b>	License Type <b>Liquor Store</b>	Sales Tax License # <b>05325930002</b>	Expiration Date <b>4-30-21</b>	Due Date <b>3-16-2021</b>	
Business Address <b>3200 Soap Creek Road, Gunnison CO 81230</b>			Phone Number <b>970-641-4167</b>		
Mailing Address <b>P.O. Box 853, Gunnison CO 81230</b>			Email		
Operating Manager <b>John Ferro</b>	Date of Birth <b>1-28-39</b>	Home Address <b>3200 Soap Creek Rd Gunnison CO 81230</b>		Phone Number <b>970-641-4167</b>	
1. Do you have legal possession of the premises at the street address above? <input type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____					
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

**Affirmation & Consent**

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

Type or Print Name of Applicant/Authorized Agent of Business	Title
John Ferro, Ferros Liguors	owner
Signature	Date
John Ferro	April 1, 2021

**Report & Approval of City or County Licensing Authority**

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

**Therefore this application is approved.**

Local Licensing Authority For	Date
Gunnison County	4-6-2021
Signature	Title
Kathy Semellus	County Clerk
	Attest
	Sue Williams

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

---

**Agenda Item:** Alcohol Beverage License #03-02906; Irwin Backcoun

---

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

**Parties to the Agreement:** Kathy Simillion, County Clerk

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

**Summary:**

Liquor License renewals for Irwin Backcountry Guides LLC dba Parking and Movie Cabin

**Fiscal Impact:**

**Submitted by:** Kathy Simillion, County Clerk **Submitter's Email Address:** ksimillion@gunnisoncounty.org

---

**Finance Review:**  Required  Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**  Required  Not Required

Comments:  
Reviewed and legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 4/23/2021

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/29/2021

Consent Agenda  Regular Agenda  Worksession

Time Allotted: 1

Agenda Date: 5/4/2021

---



**GUNNISON COUNTY**

**THIS LICENSE MUST BE POSTED IN PUBLIC VIEW**

---

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

**LICENSE TYPE**

**ALCOHOL BEVERAGE LICENSE #03-02906**

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

**IRWIN BACKCOUNTRY GUIDES LLC DBA MOVIE CABIN  
440 FOREST SERVICE ROAD 826.1 C BUILDING 1  
CRESTED BUTTE, COLORADO 81225**

Fee \$100.00

Effective Dates: 05.20.2021 - 05.20.2022

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

*Kathy Simillion* 4-16-2021  
\_\_\_\_\_  
Gunnison County Clerk                      Date  
Kathy Simillion

\_\_\_\_\_  
Board of County Commissioners    Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION**  
1697 Cole Blvd, Suite 200  
Lakewood, CO 80401

**IRWIN BACKCOUNTRY GUIDES LLC  
dba MOVIE CABIN  
440 FOREST SERVICE ROAD 826.1 C BUILDING 1  
Crested Butte CO 81225**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>03-02906</b>	License Expires at Midnight <b>May 20, 2022</b>
License Type <b>TAVERN (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

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

In testimony whereof, I have hereunto set my hand. 4/15/2021 TR

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Mark Ferrandino*

Mark Ferrandino, Executive Director/CEO

**MOVIE CABIN**  
**PO BOX 1807**  
**Crested Butte CO 81224**

Fees Due	
Renewal Fee	Waived due to 20B-001
Storage Permit \$100 X <u>1</u>	\$ <u>100</u>
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X	Waived due to 20B-001
Related Facility - Campus Liquor Complex \$160.00 per facility	Waived due to 20B-001
Amount Due/Paid	\$ <u>100</u>

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

## Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <b>IRWIN BACKCOUNTRY GUIDES LLC</b>		Doing Business As Name (DBA) <b>MOVIE CABIN</b>		
Liquor License # <b>03-02906</b>	License Type <b>Tavern (county)</b>	Sales Tax License # <b>30178000002</b>	Expiration Date <b>05/20/2021</b>	Due Date <b>04/05/2021</b>
Business Address <b>440 FOREST SERVICE ROAD 826.1 C BUILDING 1 Crested Butte CO</b>		County <b>Gunnison</b>	Phone Number <b>9703497761</b>	
Mailing Address <b>PO BOX 1807 Crested Butte CO 81224</b>		Email <b>CWood@grassy.creek.n1</b>		
Operating Manager <b>Cait Wood</b>	Date of Birth <b>03/1989</b>	Home Address <b>265 Escalante St Unit D Crested Butte CO, 81224</b>	Phone Number <b>970-397-5418</b>	
1. Do you have legal possession of the premises at the street address above? <input checked="" type="radio"/> Yes <input type="radio"/> No Are the premises owned or rented? Owned <input type="radio"/> Rented* <input checked="" type="radio"/> *If rented, expiration date of lease <b>12/31/2023</b>				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input checked="" type="radio"/> Yes <input type="radio"/> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes <input type="radio"/> No <input checked="" type="radio"/>				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes <input type="radio"/> No <input checked="" type="radio"/>				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes <input type="radio"/> No <input checked="" type="radio"/>				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes <input checked="" type="radio"/> No <input type="radio"/>				

Irwin Backcountry Guides LLC owns and operates the following liquor licenses:  
 1. Scarp Ridge Lodge #4703038      3. The Movie Cabin #4702906  
 2. Taylor River Lodge #4704714      4. The Parking Barn #4702907





**GUNNISON COUNTY**

**THIS LICENSE MUST BE POSTED IN PUBLIC VIEW**

---

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

**LICENSE TYPE**

**ALCOHOL BEVERAGE LICENSE #03-02907**

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

**IRWIN BACKCOUNTRY GUIDES LLC DBA PARKING BARN  
440 FOREST SERVICE ROAD 826.1 C, BUILDING 2  
CRESTED BUTTE, COLORADO 81225**

Fee \$100.00

Effective Dates: 5.20.2021 - 05.20.2022

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

<i>Kathy Simillion</i>	<i>4-16-2021</i>	_____
Gunnison County Clerk	Date	Board of County Commissioners Date
Kathy Simillion		

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION**  
1697 Cole Blvd, Suite 200  
Lakewood, CO 80401

**IRWIN BACKCOUNTRY GUIDES LLC  
dba PARKING BARN  
440 FOREST SERVICE ROAD 826.1 C, BUILDING 2  
Crested Butte CO 81225**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>03-02907</b>	License Expires at Midnight <b>May 20, 2022</b>
License Type <b>TAVERN (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

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

In testimony whereof, I have hereunto set my hand. 4/15/2021 TR

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Mark Ferrandino*

Mark Ferrandino, Executive Director/CEO

**PARKING BARN  
 PO BOX 1807  
 Crested Butte CO 81224**

Fees Due		
Renewal Fee		Waived due to 20B-001
Storage Permit	\$100 X 1	\$ 100
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X	Waived due to 20B-001
Related Facility - Campus Liquor Complex	\$160.00 per facility	Waived due to 20B-001
Amount Due/Paid		\$ 100

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

## Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <b>IRWIN BACKCOUNTRY GUIDES LLC</b>		Doing Business As Name (DBA) <b>PARKING BARN</b>		
Liquor License # <b>03-02907</b>	License Type <b>Tavern (county)</b>	Sales Tax License # <b>301780000003</b>	Expiration Date <b>05/20/2021</b>	Due Date <b>04/05/2021</b>
Business Address <b>440 FOREST SERVICE ROAD 826.1 C, BUILDING 2 Crested Butte CO</b>		County <b>Gunnison</b>	Phone Number <b>9703497761</b>	
Mailing Address <b>PO BOX 1807 Crested Butte CO 81224</b>		Email <b>Kyra@grassy.creek.n1</b>		
Operating Manager <b>Kyra Martin</b>	Date of Birth <b>7/5/1981</b>	Home Address <b>9963 Horsetail Way, Loveland, CO 80538</b>	Phone Number <b>970-275-1044</b>	
1. Do you have legal possession of the premises at the street address above? <input checked="" type="radio"/> Yes <input type="radio"/> No Are the premises owned or rented? Owned <input type="radio"/> <input checked="" type="radio"/> Rented *If rented, expiration date of lease <b>12/31/23</b>				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input checked="" type="radio"/> Yes <input type="radio"/> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes <input type="radio"/> <input checked="" type="radio"/> No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes <input type="radio"/> <input checked="" type="radio"/> No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes <input type="radio"/> <input checked="" type="radio"/> No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes <input type="radio"/> <input checked="" type="radio"/> No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes <input type="radio"/> <input checked="" type="radio"/> No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input checked="" type="radio"/> Yes <input type="radio"/> No				

Irwin Backcountry Guides LLC owns and operates the following liquor licenses:  
 1. Scarp Ridge Lodge #4703038      3. The Movie Cabin #4702906  
 2. Taylor River Lodge #4704714      4. The Parking Barn #4702907



**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

---

**Agenda Item:** Alcohol Beverage License #03-06079; Crested Butte

---

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

**Parties to the Agreement:** Kathy Simillion, County Clerk

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Liquor License Renewals for:  
Crested Butte South General Store LLC dba CB South Country Store

**Fiscal Impact:**

**Submitted by:** Kathy Simillion, County Clerk

**Submitter's Email Address:** ksimillion@gunnisoncounty.org

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:  
Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 4/29/2021

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 4/30/2021

Consent Agenda  Regular Agenda  Worksession

Time Allotted: 3

Agenda Date: 5/4/2021

---



THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION**  
1697 Cole Blvd, Suite 200  
Lakewood, CO 80401

**CRESTED BUTTE SOUTH GENERAL STORE LLC  
dba CB SOUTH COUNTRY STORE  
228 ELCHO AVENUE  
Crested Butte CO 81224**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>03-06079</b>	License Expires at Midnight <b>March 15, 2022</b>
License Type <b>TAVERN (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

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

In testimony whereof, I have hereunto set my hand. 4/21/2021 LSS

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Mark Ferrandino*

Mark Ferrandino, Executive Director/CEO

**Submit to Local Licensing Authority**

**CB SOUTH COUNTRY STORE  
 8 NICHOLS ROAD  
 Landgrove VT 05148**

Fees Due		Waived due to
Renewal Fee		20B-001
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	Waived due to 20B-001
Related Facility - Campus Liquor Complex	\$160.00 per facility	Waived due to 20B-001
Amount Due/Paid		\$

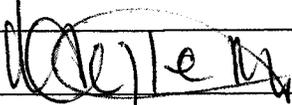
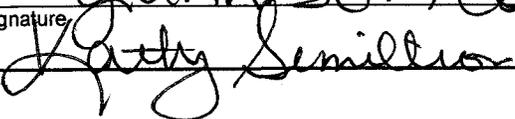
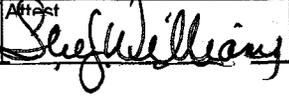
Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient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

**Retail Liquor or Fermented Malt Beverage License Renewal Application**

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <b>CRESTED BUTTE SOUTH GENERAL STORE LLC</b>		Doing Business As Name (DBA) <b>CB SOUTH COUNTRY STORE</b>		
Liquor License # <b>03-06079</b>	License Type <b>Tavern (county)</b>	Sales Tax License # <b>30938159</b>	Expiration Date <b>03/15/2021</b>	Due Date <b>01/29/2021</b>
Business Address <b>228 ELCHO AVENUE Crested Butte CO 81224</b>		County <b>Gunnison</b>	Phone Number <b>9703492783</b>	
Mailing Address <b>8 NICHOLS ROAD Landgrove VT 05148</b>		Email <b>MICHAEL J JEFFERY @ GMAIL . COM</b>		
Operating Manager <b>Oliver Jeffery</b>	Date of Birth <b>12/3/1971</b>	Home Address <b>293 Haverley St Crested Butte 81224</b>	Phone Number <b>970 349 2783</b>	
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

<b>Affirmation &amp; Consent</b>	
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.	
Type or Print Name of Applicant/Authorized Agent of Business <b>Michael J Jeffery</b>	Title <b>Owner</b>
Signature 	Date <b>3/29/2021</b>
<b>Report &amp; Approval of City or County Licensing Authority</b>	
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. <b>Therefore this application is approved.</b>	
Local Licensing Authority For <b>Gunnison County</b>	Date <b>4-6-2021</b>
Signature 	Title <b>County Clerk</b>
	Attest 



**GUNNISON COUNTY**

**THIS LICENSE MUST BE POSTED IN PUBLIC VIEW**

---

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

**LICENSE TYPE**

**ALCOHOL BEVERAGE LICENSE #03-01378**  
to sell/serve malt, vinous, spirituous liquor for (on the)-premises  
consumption in the County of Gunnison, Colorado.

**ELK CREEK MARINA LLC DBA PAPPY'S RESTAURANT  
24830 US 50  
GUNNISON, COLORADO 81230**

Fee \$100.00

Effective Dates: 06.03.2021 - 06.03.2022

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

Kathy Simillion      4-28-2021  
Gunnison County Clerk      Date      Board of County Commissioners      Date  
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION**  
1697 Cole Blvd, Suite 200  
Lakewood, CO 80401

**ELK CREEK MARINA LLC  
dba PAPPY'S RESTAURANT  
24830 US 50  
Gunnison CO 81230**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>03-01378</b>	License Expires at Midnight <b>June 03, 2022</b>
License Type <b>HOTEL &amp; RESTAURANT (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

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

In testimony whereof, I have hereunto set my hand. 4/23/2021 LSS

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Mark Ferrandino*

Mark Ferrandino, Executive Director/CEO

**PAPPY'S RESTAURANT**  
**103 W TOMICHI AVE**  
**Gunnison CO 81230**

Fees Due		
Renewal Fee		Waived due to 20B-001
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	Waived due to 20B-001
Related Facility - Campus Liquor Complex	\$160.00 per facility	Waived due to 20B-001
Amount Due/Paid		\$

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

## Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <b>ELK CREEK MARINA LLC</b>		Doing Business As Name (DBA) <b>PAPPY'S RESTAURANT</b>		
Liquor License # <b>03-01378</b>	License Type <b>Hotel &amp; Restaurant (county)</b>	Sales Tax License # <b>30256337</b>	Expiration Date <b>06/03/2021</b>	Due Date <b>04/19/2021</b>
Business Address <b>24830 US 50 Gunnison CO 81230</b>		County <b>Gunnison</b>	Phone Number <b>9706424521</b>	
Mailing Address <b>103 W TOMICHI AVE Gunnison CO 81230</b>		Email <b>cloken@whrus.com</b>		
Operating Manager <b>Eric Loken</b>	Date of Birth <b>4/8/1978</b>	Home Address <b>702 Andrew Lane Gunnison, CO 81230</b>	Phone Number <b>970-642-4519</b>	
1. Do you have legal possession of the premises at the street address above? <input checked="" type="radio"/> Yes <input type="radio"/> No Are the premises owned or rented? Owned <input type="radio"/> Rented* <input type="radio"/> *If rented, expiration date of lease <b>2025</b>				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes <input type="radio"/> No <input checked="" type="radio"/>				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes <input type="radio"/> No <input checked="" type="radio"/>				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes <input type="radio"/> No <input checked="" type="radio"/>				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes <input type="radio"/> No <input checked="" type="radio"/>				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				



**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

---

**Agenda Item:**

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Please see the attached contract for consideration by the LMD Board.

**Fiscal Impact:** \$25,500

**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

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 4/7/2021

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/9/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 4/20/2021

---

# Marble Crystal River Chamber - 2021 Work Plan and Budget Request

620 W. Park Street, Marble, CO 81623 [www.mcrchamber.org](http://www.mcrchamber.org) 970) 963-7300

**WEBSITE MAINTENANCE AND OVERHAUL [www.mcrchamber.org](http://www.mcrchamber.org) . . . . . \$ 1,000**

Our website is the centerpiece of our marketing and promotion effort. We hired a new designer this year, and are planning a major overhaul to reflect our rebranding, de-emphasizing motorized recreation, Crystal Mill, and Lead King Loop traffic). We are planning a complete overhaul that reflects these changes in our mission, and our membership growth. We continue to update the ‘About Us’ tab to reflect the informational needs of short-term rental owners and renters in our area. As always we maintain and optimize our site, and analyze the data generated. The new, ‘Marble Manners 101’ film is now on our site.

**PROMOTIONAL PRINTING . . . . . \$ 6,000**

Although we are generally working to downsize our hard-printing needs in favor of internet advertising, we need a new print run on our color rack cards, to reflect our new membership, and our rebranding. We will redesign it inside and out, and the cover will no longer be the iconic Crystal Mill. We also need to a new print run (3,000 color, glossy, oversized copies) of our color illustrated map due to its’ unprecedented popularity with visitors as a take-home item.

**INTERNET AND PRINT MARKETING . . . . . \$ 8,000**

We attribute the continued increase in first-time visitors to Marble to a greater online presence in both private ‘sharing’ of visitors’ experiences with their friends online, and to our online ads with Colorado.com. We will continue this facet of our marketing, but make it a centerpiece of our re-branding program that emphasizes lower-impact uses of our back-country, and promotes interest in our history, art and community events.

We are budgeting \$5,000 for our internet marketing plan with Colorado.com and \$3,000 for continued print ads in the *Crystal Valley Echo 2020 Summer and Winter Guides*, and additional print ads in regional publications promoting Marble’s winter splendor. These publications,

particularly the *Winter Guide*, and the Grand Junction publication *Vacation* need updated photography in line with our rebranding efforts.

**EVENT FUNDING ..... \$ 3,400**

We plan to continue supporting and promoting Marble events when we feel we can safely do so. With the exception of the Lead King Loop, which was held as a ‘socially distanced’ event and raised a reported \$12,000 for the Marble Charter School, all our 2020 live events were cancelled. The good news in that scenario is that we retained the funds earmarked for our expansion of live events, and intend to use that funding when live events again become a showcase for our community spirit and creative interests. Events are a big part of our overall rebranding plans, and will be promoted on statewide and regional event calendars (as well as on our own website,) increasing public recognition of Marble as a destination for art, music and wilderness pursuits.

**MARBLE/MARBLE CARVING SYMPOSIUM SCHOLARSHIP (\$0)**

This event brings sculptors from around the world to Marble. As the symposium is unique to our summer community and a there is local passion for it, we will continue our sponsorship of an annual scholarship. We will use last year’s funds for the 2021 scholarship as the symposium was cancelled during 2020. **(\$1200 to roll over 2020 to 2021)**

**MARBLE FEST Americana/Acoustic/Bluegrass Music Festival (\$0)**

Marble Fest continues to grow and the audience reflects our support for arts-minded visitors to Marble over recreational motor vehicle enthusiasts. In the past we gave \$2,000 to the event, sponsoring bands, porta-potties, and the ‘Kids’ Korner’ stage. As the Town of Marble government is no longer funding Marble Fest in any way, we had planned to fill in the vacuum with increased support, but 2020’s event was cancelled. The event as planned partners with the Marble Arts Guild and supports local and regional artists and craftspeople who stage booths at the event. **(\$3,000 to roll over 2020 to 2021)**

**LEAD KING LOOP RACE****(\$1,000)**

Usually, 300 runners gather at Thompson Park and run in two races to benefit the Marble Charter School. We supported 2020 event with \$500, and it raised a reported \$12,000, in part due to cost savings associated with a scaled down event. We hope to increase our support in 2021 for this near-20-year Marble Charter School tradition benefitting our local kids' education.

**HUB-SPONSORED EDUCATIONAL WALKS****(\$0)**

A series of history and nature walks led by local volunteers, and emanating from the Hub didn't go forward in 2020, as the Hub was closed. In 2019, the Chamber paid for the calendar printing and mailing. We wish to do so again in 2021. **(\$1,600 to roll over 2020 to 2021)**

**MARBLE ARTS GUILD, and SUMMER OF ART SERIES.****(\$2,000)**

Sponsoring the Marble Arts Guild is a big part of our re-branding efforts. The purpose of the Guild is to create a forum to nurture the creative culture of the town through cooperation and education. We are asking for \$3000 dollars to sponsor a website/directory to promote Marble artists and events that connects to an existing Facebook, and by which local artists can share their work, promote events, and trade their expertise. \$3000 will buy a web domain with substantial storage and bandwidth and maintain, design and promote the website and the group.

In 2019 the Arts Guild inaugurated, (in association with The Hub), a summer "Second Saturday" program with participatory art events and demonstrations. Although Chamber members were involved in this program, it opened without Chamber support, and we were primed to support it in 2020 with \$1,000 for promotional costs. With cancellation, and the Covid-related re-evaluation of the Chamber's mission and the re-branding of Marble as a destination for a more diverse visitor profile., we decided as a group that the Arts Guild be elevated in our support structure. We are stepping up our sponsorship of the Arts Guild with a total of \$3,000 (\$1,000 to roll over from 2020's budget). The 2021 iteration of the Arts Guild's 'Second Saturday' programs can be planned with a sensitivity to social distancing protocols, and we are confident that proper support can make this overall event a centerpiece in Marble's

visitor profile moving forward.

**(\$1,000 to roll over 2020 to 2021)**

**CHRISTMAS IN MARBLE CELEBRATION**

**(\$400)**

In association with the Marble Community Church, the Marble Charter School, and the Marble Hub, we stage a winter holiday celebration that includes a variety of winter activities such as: sledding, Santa’s firetruck rides, seasonal crafts, lighted trees around town, a gallery tour, Christmas Tree and Hub building lighting, and more – usually in a snowy, mountain setting. Usually, many of these events are held in the Marble Charter School, but as we anticipate that the school will remain off-limit to visitors, we are planning outdoor, kid-centric events as a fund-raiser. As we had allocated \$600 for this event, and it will be our sole winter event of 2020-2021, we are asking an additional \$400 to support our kids and our school. **(\$600 rolls over 2020 to 2021)**

**MEMBERSHIPS WITH CHAMBERS AND ASSOCIATIONS ..... \$ 500**

We are connected to regional chambers and state and national tourism associations through memberships with the Better Business Bureau, the Glenwood Springs Chamber, the Crested Butte Chamber, the Redstone Community Association, and the West Elk Loop Byways Committee.

**LEAD KING LOOP PRESERVATION STEERING COMMITTEE ..... \$1,000**

We would like to continue support of the Lead King Loop Preservation Steering Committee with \$1,000 for use in connecting stakeholders and gathering data through the Committee’s engagement of a Western Colorado University grad student in Wilderness Management. We wish to support this important custodial and educational effort on behalf of our visitors and our natural resources.

**MARBLE HUB SUPPORT AND OPERATIONS ..... \$1,600**

The Marble Hub is a successful multi-functional community and visitor center. It was closed this year due to Covid concerns, but nevertheless maintained an informational kiosk and wi-fi access. Normally, and moving forward, the Hub is an important community center, visitor center, coffee shop, gift shop, and an outdoor farmer’s market, all housed at the center of town in the historic, volunteer-restored Marble Bank Building. The Hub takes reservations for the

Marble Campground, and provides visitors with local information, as well as phone and internet contact with the outside world. (Marble is still a cell-free zone!) Our continued support of The Hub builds community and collaboration among our volunteers, and helps to maintain the Hub's historic space. The Hub/Chamber collaboration provides a visitor phone contact to Marble, an information center, and a space to meet, plan, and dream up new fun events, fundraising, and marketing promotions. We pledge annual financial support to The Hub, asking an additional \$1600 for 2021, to augment last year's rolled-over budget (\$2,400) as the Hub re-emerges as a vital community service organization. **(\$2,400 rolls over 2020 to 2021)**

### **MARBLE PARK AND RECREATION COMMITTEE SUPPORT (\$4,000)**

The Park and Rec Committee is a Town of Marble appointed group that recently spearheaded the grant acquisition of \$333,000 to buy the historic land parcel that completes a unified Mill Site Park. MCRC supports Park and Rec's as-yet unfunded efforts to increase outdoor recreational opportunities and extend the tourism season into winter, asking \$4,000 as detailed below:

#### **MARBLE WINTER OUTDOOR RECREATION (\$2,000)**

MCRC requests funding to promote Park and Rec's efforts to promote and implement outdoor winter activities and create a winter recreation market with development of groomed cross-country ski trails, a free, community skating rink, and sledding hill. These amenities would be associated with a greater educational outreach including classes for avalanche awareness, back country safety, beginning cross-country ski outings and lessons, and a skate lending library. While we realize MCRC's mission doesn't include operational and development spending, we feel that promotional assistance to these ambitious developments is an efficient use of funds, and we are excited to participate with our time and support.

#### **OUTDOOR VISITOR CENTER (\$2,000)**

Our re-branding of Marble tourism strongly favors Marble's history, art and nature. We would like to promote these ideals through an outdoor interactive visitor 'center' at the Millsite Park's new entrance. Signs created with the help of the Marble Charter School students will inform and guide visitors through nature trails.

This will be a visitor draw that sensitizes and educates visitors and students on stewardship, history, local artists and nature - helping Marble to become a nature and culture tourism destination.

The Marble Crystal River Chamber withheld substantial 2020 funds (roughly 25%) due to the Covid-19 pandemic, and our expectation that less LMDT funds will be available in 2021, and caution with regard to the appropriateness of some promotions and to an unpredictable tourist and business climate. As a result of our caution, we are able to apply roughly \$7,500 of our 2020 Work Plan funding (of \$28,200 total) to our 2021 budget. Nevertheless, we see challenges ahead in developing stewardship responsible to the public, nature, and businesses of our community. 2021 will be pivotal to meeting these challenges.

**Summary of Marble Crystal River Chamber 2021 Funding Request:**

**\$1,000 Website maintenance, rebranding re-design, optimize, and analyze.**

**\$6,000 Print advertising**

**\$8,000 Internet marketing**

**\$1,000 Lead King Loop Committee**

**\$ 500 Memberships**

**\$3,400 2021 Events**

**\$1,600 Hub support**

**\$2,000 Marble Winter Outdoor Recreation**

**\$2,000 Outdoor Visitor Center**

**TOTAL 2021 FUNDING REQUEST . . . . . \$ 25,500**

## CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT (“Agreement”) made effective the 1<sup>st</sup> day of January, 2021, by and between the Board of the Gunnison River Valley Local Marketing District, whose address is 200 East Virginia, Gunnison, CO 81230 (herein “Gunnison County”) and Marble Crystal River Chamber of Commerce, whose address is 620 W. Park Street, Marble, CO 81623 (herein “Contractor”).

### RECITALS

The Contractor desires to provide professional services 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.

Contractor also agrees that membership to the Marble Crystal River Chamber of Commerce shall be offered and available to those businesses collecting and remitting the lodging tax in the Upper Crystal River Valley and that those members will receive a minimum level of advertising.

#### 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.

Execution of this Agreement will assist the County with its Promote Prosperous, Collaborative and 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 Twenty-Five Thousand, Five Hundred and No/100 U. S. Dollars (\$25,500) only if such funds are available as a portion of the funds collected by lodging establishments located in the Upper Crystal River Valley of Gunnison County. It is understood and recognized that these funds must be used for costs associated with the implementation of the 2021 Work Plan as identified in Appendix "A". Funds will be distributed, contingent upon collections.

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 excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

#### 11. MISCELLANEOUS.

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

#### 12. DELEGATION AND ASSIGNMENT.

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

#### 13. TERMINATION.

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

#### 14. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or

rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

LMD:                   Gunnison River Valley Local Marketing District  
                          Attn: Gunnison County Manager  
                          200 E. Virginia  
                          Gunnison, Colorado 81230

Contractor:           Marble Crystal River Chamber of Commerce  
                          620 W. Park Street  
                          Gunnison, CO 81623

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

**15. GOVERNING LAW.**

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

**16. COUNTERPARTS: FACSIMILE TRANSMISSION.**

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

**17. ENTIRE AGREEMENT.**

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

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

**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 THE GUNNISON RIVER VALLEY  
LOCAL MARKETING DISTRICT

By: \_\_\_\_\_  
Jonathan Houck, Chairperson

ATTEST:

\_\_\_\_\_  
Deputy Clerk

MARBLE CRYSTAL RIVER CHAMBER OF COMMERCE

By: \_\_\_\_\_  
Chairperson

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

---

**Agenda Item:** March 16, 2021 Regular Meeting

---

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

---

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The draft minutes for the 3/16/2021 BOCC Regular Meeting/Gunnison County Local Liquor License Authority/Gunnison River Valley Local Marketing District Special Meeting 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:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/29/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 5/4/2021

---

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
March 16, 2021**

The March 16, 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 (ABSENT)  
Liz Smith, Commissioner

Matthew Birnie, County Manager  
Melanie Bollig, Deputy County Clerk  
Others Present as Listed in Text

**GUNNISON COUNTY LOCAL LIQUOR LICENSE AUTHORITY:**

**CALL TO ORDER:** Chairperson Houck called the Gunnison County Local Liquor License Authority meeting to order at 8:32 am.

**THREE RIVERS SMOKEHOUSE LIQUOR LICENSE #03-06291:** Moved by Commissioner Smith, seconded by Commissioner Houck to approve the liquor license renewal for Three Rivers Smokehouse as presented. Motion carried unanimously.

**ADJOURN:** Moved by Commissioner Houck, seconded by Commissioner Smith to adjourn the Gunnison County Local Liquor License Authority. The Gunnison County Local Liquor License Authority adjourned at 8:33 am.

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

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

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

**MINUTES APPROVAL:** With no changes needed by the Commissioners, it was moved by Commissioner Smith, seconded by Commissioner Houck to approve the Regular Meeting minutes for January 12, 2021 as presented. Motion carried unanimously.

1. January 12, 2021 Regular Meeting

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

1. Amendment #1; To Plan Document Dated September 1, 2017 and Restated January 1, 2020, Gunnison County, Colorado Employee Medical Benefit Plan, Cost Plus Plan
2. Contractor Agreement; Coal Creek Watershed Coalition; Site-specific water quality standards for Coal Creek; 01/01/2021 through 12/31/2021; \$18,300
3. Grant Application for Continuation Funding for Health and Human Services Early Childhood Coalition staff for Systems Building, Colorado Shines Quality Improvement, and Expanding Quality Infant Toddler Care, addressing quality early childcare; \$74,700
4. Acknowledgement of Approval to Submit Grant Application for Health Resources Service Administration's Rural Communities Opioid Response Planning
5. Restorative Justice Grant Application; Gunnison County Juvenile Services Department; \$9,933
6. Corrected Application for Federal Assistance SF-424; Federal Aviation Administration; Airport Terminal Project; \$1,153,208
7. Gunnison County Assistant County Attorney Employment Agreement; Alex San Filippo-Rosser; Beginning May 24, 2021; \$99,983
8. Amended Contract; Communities that Care; COVID-19 Response; \$100,000
9. Resolution Authorizing the Board to Purchase Real Property; 711 N Colorado St, Gunnison, CO 81230
10. Resolution Adjusting Ground Rent for Use of Premises at the Gold Basin Industrial Park
11. Ratification of Approval to Submit; FY 2021 March 1 EIAF Tier I Grant Application Cloned 1/26/21; Compressed Natural Gas Fleet Vehicles
12. Acknowledgment of County Manager's Signature; Contractor Agreement; Walter A. Sorrentino; County Board of Equalization Hearing Officer; term to be 9/15/2021 – 11/01/2021; \$65/hr plus expenses
13. Acknowledgment of County Manager's Signature; Western Regional Emergency Medical & Trauma Advisory Council (RETAC); Regional Systems Development Application
14. Engagement of Balcomb & Green, P.C.; Water Rights Associated with County Whetstone Property

**SCHEDULING:** The Upcoming Meetings Schedule was discussed and updated, with no changes or additions to the schedule posted online.

**COUNTY MANAGER’S REPORTS:**

1. Overall progress: CM Birnie informed the Board that several of the County projects are still in the intermediate stages of “plugging away”, with specific mention of:
  - a) Library – final guaranteed maximum price signed
  - b) Airport – several goals progressing
  - c) Shady Island – great progress made; poured the jetties last week

Commissioner Houck noted that the “plugging away” gave soft undertones when talking about some incredibly large projects – Library, Airport and Strategic Plan Projects – that have been going on before and during the entire COVID response. Both Commissioners Houck and Smith noted that other counties had projects that have ground to a halt during response to COVID; they expressed thanks to CM Birnie, recognizing the preparation and amount of work it has taken to keep these moving forward.

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

1. Grant of Temporary Easement to Jan & Teresa Bryniarski; Real Property located at 656 Camino del Rio, Gunnison, CO 81230. DCM Marlene Crosby had wanted, but was unable to, include three temporary easements under this one easement topic. Because there are two more ready to be signed, and at least another two yet to come, DCM Crosby asked the Board for approval of a delegation of authority to CM Birnie, in order to sign any other temporary easements that were not included on the agenda. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the grant of temporary easement to Jan & Teresa Bryniarski. Motion carried unanimously. Further **moved** by Commissioner Houck, seconded by Commissioner Smith to grant delegation of authority to CM Matthew Birnie to sign, on behalf of the Board, grants of temporary easement for the additional residents and Dos Rios Golf Club, related to this specific infrastructure extension project, as documents are prepared and ready and upon legal review. Motion carried unanimously.
2. Suggestion from the Family and Friends Group as to what could be done as a memorial for Linda Nienhueser. One idea was for a nice tree outside the office; after looking at the existing trees, it was decided a better alternative might be a table with benches so that people could sit on the south side and reflect. CM Birnie mentioned that a large contribution had already been made to a scholarship fund on behalf of the County, but that this alternative would be a nice memorial to Linda. He affirmed that they could get with Sustainable Operations Director, John Cattles, to see what could be done with this alternative idea. DCM Crosby also mentioned that the family and friends group would like a memorial plaque with one of Linda’s sayings added onto the table. Commissioner Houck expressed his support of the more permanent, visual memorial in addition to the scholarship work, as a reminder of their appreciation for Linda’s years of contribution and service. CM Birnie suggested no formal approval would be needed; Commissioner Houck added that—once this memoriam was ready to be put into place—it would be appropriate to contact the family and friends and have a more formal dedication service held outside in recognition of Linda’s contributions to the County. Commissioner Smith added her support to this idea as well.
3. Marble Town Council requested to visit with the Board of County Commissioners at one of their work sessions. April 13<sup>th</sup> was put forward as the best date with an hour available for the meeting; both Commissioner Houck and Commissioner Smith approved the meeting and date, contingent on final approval from the Marble Town Council.
4. An item needing involvement from the County Attorney’s Office – time to renew or sign new leases for the two historic buildings that the County owns. Both buildings are used by non-profits who share in the upkeep:
  - a) Marble City State Bank; used by a non-profit group called The Hub; wanting to be open May 15, 2021.
  - b) Old Town Hall Building in the Town of Ohio City; a newly-remodeled historic building, used by the non-profit Quartz Creek Valley Improvement Association for their meetings; not needing to be open all the time.

DCM Crosby asked for confirmation from the Board — for approval in moving forward to prepare the new leases, and also for continuing to work with the two non-profits. Issues discussed were: timelines for new leases; upgrades made to both buildings; county insurances covering both buildings, and extent of changes needing to be made to both leases. It was decided that changes to dates and some maintenance revisions were the major changes; both Commissioner Smith and Commissioner Houck gave assent to go forward with preparing the new leases.

**LOT CLUSTER AGREEMENT; CHAD SMITH AND JENNIFER CENEDELLA; BUCKHORN RANCH LOT M3-45 AND LOT M3-46:** Presented by Administrative Services Manager Beth Baker. For consideration in the lot cluster agreement are two adjacent lots in Buckhorn Ranch. The agreement was reviewed by County Attorney’s Office and Community Development Director; Home Owner’s Association and all utility companies each approved their own part; taxes were found to be current with no lien on the lots. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the lot cluster agreement for

Buckhorn Ranch, Lots M3-45 and M3-46, as presented. With no further discussion, the motion carried unanimously.

**TOURISM AND PROSPERITY PARTNERSHIP (TAPP) APPOINTMENT, CRESTED BUTTE MOUNTAIN RESORT REPRESENTATIVE (CBMR), BILL MCFARLANE:** Commissioner Houck introduced the recommendation by CBMR that Bill McFarlane be their new representative on the TAPP Board, then deferred to John Norton, Executive Director of TAPP, to discuss Bill's qualifications. Mr. Norton expressed TAPP's enthusiastic support for Bill McFarlane.

**RECESS:** At 8:55 am, Commissioner Houck called a recess of the Gunnison County Board of County Commissions Regular Meeting, in order to make the TAPP appointment as the Gunnison River Valley Local Marketing District.

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

**CALL TO ORDER:** Commission Houck called to order the Gunnison River Valley Local Marketing District Special Meeting at 8:55 am.

**Tourism and Prosperity Partnership (TAPP) – Crested Butte Mountain Resort (CBMR) Representative Appointment:** Absent is Commissioner Mason; joining the CBMR representative appointment discussion is TAPP's Western Colorado University Representative, Gary Pierson.

Mr. Pierson thanked Kelley Baer, Director of Sales at CBMR, for her contributions, and expressed full support for Bill McFarlane as the new CBMR representative. With both Commissioners also expressing their support, it was **moved** by Commissioner Houck, seconded by Commissioner Smith to accept the nomination of Bill McFarlane to replace Kelley Baer as the Crested Butte Mountain Resort representative to the TAPP Board. Present to vote were the Commissioners on the Local Marketing District Board, and TAPP's Western representative, Gary Pierson. Motion carried unanimously. Congratulations were made to the new CBMR representative, Bill McFarlane, who was also present via remote access.

**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 8:59 am.

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

**RECONVENE:** At 8:59 am, Commissioner Houck reconvened the Gunnison County Board of County Commissions Regular Meeting.

**LETTER OF SUPPORT; 2021 UPPER GUNNISON RIVER RESTORATION & IRRIGATION INFRASTRUCTURE IMPROVEMENT PROJECT; UPPER GUNNISON RIVER WATER CONSERVANCY DISTRICT:** Commissioner Houck introduced presenter Sonja Chavez, General Manager of the Upper Gunnison River Water Conservancy District.

Sonja Chavez stressed that a Letter of Support from the Gunnison County Board of County Commissioners would be an important part of the grant application project titled, "Partnership Funding Proposal: 2021 Upper Gunnison River Restoration & Irrigation Infrastructure Improvement Project." This funding proposal is being submitted to the Colorado River Water Conservation District; the project proposal seeks to coordinate with three willing agricultural water right holders to combine their two Gunnison River diversions into a single point of diversion with shared and modernized irrigation infrastructure, and to restore a degraded section of the Upper Gunnison River. This degraded section's location is downstream of Almont, and just upstream of the road that goes out by Rocky River Resorts.

Numerous project benefits were emphasized: Pre-compact water rights; agricultural productivity and local economy; improvement of agricultural water supply; improvement of irrigation water management and efficiency; restoration of a degraded river channel (currently narrowed and incised); creation of safer recreational experiences for both rafting and angling; as well as restoration of the aquatic community and fishery.

Sonja Chavez then introduced Craig Ullmann, from Applegate Group Engineering, to help further explain the proposed scope of work. His comments were:

1. First project goal: To eliminate significant "pinch" or narrowing in the river by removal of lower wing placed at this point; also, to plug the ditch bank between the River and the ditch, then locate a second head gate for that ditch in the Gunnison Tomichi channel, so that both ditch flows will be coming down the same channel.
2. A second goal: The side channel has no bypass back to the River; so propose to put a return or spill structure through the bank, back to the river, so that in the winter they will be able to open it up and let water continuously flow through the channel, almost as if it were a side channel of the main River, thereby not allowing it to freeze.
  - a. Added benefits were highlighted:

- i. When the fishery releases Kokanee Salmon, the juveniles will not be caught in this side channel as before, without access back to the River.
  - ii. Additional capacity for flood flows is also added with the side channel – up to several hundred cubic-feet-per-second capacity in the side channel to dump water back to the river, rather than the only path being over the river banks, as is currently the situation.
  - iii. Ditch users will see steadier head pressure on their gates, resulting in steadier diversions for them.
  - iv. Removing the lower wing will also open up the channel even further, yielding higher capacity for flood flows.
3. The last goal: Harden part of an essential wing which has constantly needed reinforcing, by utilizing the larger boulders and concrete materials from the lower wing that is needing to be removed. In addition, some excess material may be used to firm up the Gunnison Tomichi channel, as well as help to fill up a substantial scour hole located in the main river channel; the scour hole should continue to fill once the narrow pinch in the river is alleviated.

Sonja Chavez then closed with total projected costs:

1. Four major tasks – Engineering, Contracting, Construction, and Project Management – bring a total projected cost of \$153,900 for the project; \$47,241 of that being contributed by Partner Funds, and \$106,659 in Matched Contributions.

One question posed by Commissioner Houck at the end of the presentation: Would it lend any more weight to revise the letter to include all the Board of County Commissioners' signatures? When assured that the one signature of the Chairperson would be adequate, and with no further questions, it was **moved** by Commissioner Houck, seconded by Commissioner Smith to approve the letter of support for the Upper Gunnison River Restoration & Irrigation Infrastructure Improvement Project, authorize the Chairperson's signature; to be executed that same day – March 16, 2021. Motion carried unanimously.

Commissioner Houck expressed his thanks to all those presenting and those present via remote access, lending their support for the project; emphasis was made on his appreciation for the partner list showing all the people working together, with all the multiple benefits – indicative of how Gunnison County best works together as a Headwaters county. He also asked that the group let the Board know if they can be of any future help as the project progresses, in order to keep the project moving forward.

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

**COMMISSIONER ITEMS:**

**Commissioner Smith:**

1. Attended a meeting with Tourism and Prosperity Partnership (TAPP) the week before. Several topics of note were:
  - a. Possibility of raising rates on hotel rooms in the valley, as they are well below the industry average right now.
  - b. TAPP is working on rolling out an innovative app to reduce carbon consumption of traveling and trail visitors; a contribution will be made to offset their carbon consumption in getting to the valley. Looking into partnerships at this time.
  - c. Ski Fever Tension Act legislation under discussion again. Past opposition was that 75% of reinvestment goes to ski projects rather forest lands. Interest in revisiting this plan, if some of those details were reconsidered.
2. Met with the Community Health Coalition of Gunnison Valley. Topics discussed were:
  - a. Strategic Plan; well underway.
  - b. Examined legislation around the Behavioral Health Administration (BHA); going to be formed with the State, and has the potential to affect rural areas greatly. The Coalition is working to identify at-risk programs in that transition process and advocate for those resources and programs as they are now, if there is no equivalent or ability to shift under the new BHA structures.
3. Attended the end of Club 20's Winter Conference. Proposed amendments to resolutions that had passed which should be of benefit to Gunnison County.

**Commissioner Mason:**

1. ABSENT for 3/16/2021 Meeting

**Commissioner Houck:**

He noted that most of his time the week before was spent with Colorado Counties, Inc. (CCI), Counties and Commissioners Acting Together (CCAT), and National Association of Counties (NACo).

1. Commissioner Houck represented Gunnison County and the Colorado contingency on the Public Lands Steering Committee at NACo; this year a virtual meeting with over 3100 counties in the U.S. One of the subcommittees is a Resorts, Tourism and Gateway Communities working group, chaired by Supervisor Bob Gardner from Mono County, California. Mono County is on the eastern side of the Sierra – geographically the same size as Gunnison County, with roughly

the same population – and both are skiing and ranching areas. Mono County is also one of the eastern access portals to Yosemite, wilderness, and public lands in the area. Commissioner Houck was asked to present to this working group what Gunnison County is doing with the STOR (Sustainable Tourism and Outdoor Recreation) Committee. The working group was particularly interested in how STOR achieved the level of “nimbleness” and “connectivity” with so many members involved in providing direction, leading up to and through COVID; i.e., “How do you get that many people to the table in a collaborative framework of decision-making?” Commissioner Houck shared some struggles, but also explained positive examples; notably, of how STOR was able to direct some funding in collaboration with the Crested Butte Avalanche Center; how to get folks educated, knowing there would be an increase in back country use; and how to respond to heavy land use – whether up at Hartman Rocks, or in the drainage areas around Crested Butte. Commissioner Houck has had a steady flow of emails and requests for more information since his presentation of the past week.

- 2. One NACo suggested position came to Commissioner Houck through the Public Lands Steering Committee. Commissioners were trying to reach back to let him know that – with the ability for private citizens to sell lands to the federal government (often as an inholding in a park or in a national forest – that this could not happen with the land-water conservation funds, unless the Board of County Commissioners signed off on it. Most of the Colorado delegation, including Commissioner Houck, took the position that private property rights ... are rights. Some took the position that when these private properties are sold – because counties lose on the revenue end – then counties should be able to say no. Commissioner Houck and most of the Colorado delegation see those type of in-holding or adjacent properties as typically not developed properties, often with agriculture-related tax status, and so the County’s lost tax revenue is made up in economic generation of a community with well-managed lands.
- 3. Reminder – and thanks to Marlene Crosby for working to make it happen – that there will be a CDOT in-person open house in Gunnison for the Little Blue Project, held on March 24. An in-person meeting will also be held in Montrose – Commissioner Smith will be attending virtually – that evening, March 16.

**ADJOURN:** Moved by Commissioner Houck, seconded by Commissioner Smith to adjourn the meeting. Motion carried unanimously. The Gunnison County Board of County Commissioners meeting adjourned at 9:32 am.

\_\_\_\_\_  
Jonathan Houck, Chairperson

\_\_\_\_\_  
Roland Mason, Vice-Chairperson

\_\_\_\_\_  
Liz Smith, Commissioner

Minutes Prepared By:

\_\_\_\_\_  
Melanie Bollig, Deputy County Clerk

Attest:

\_\_\_\_\_  
Kathy Simillion, County Clerk

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

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

**RESOLUTION NO: 2021 - 4**

**A RESOLUTION AUTHORIZING THE BOARD TO PURCHASE REAL PROPERTY**

WHEREAS, pursuant to Colo. Rev. Stat. § 30-11-101(1)(b), Gunnison County has the legal authority to purchase and hold real property for the use of the County;

WHEREAS, pursuant to Colo. Rev. Stat. § 30-11-101(1)(c), Gunnison County has the legal authority to make such order respecting real property owned by Gunnison County as the Board may deem conducive to the interests of the inhabitants of Gunnison County and to lease the same in the best interest of the County;

WHEREAS, pursuant to Colo. Rev. Stat. § 30-11-101(1)(d), Gunnison County has the legal authority to make all contracts and do all other acts in relation to the property necessary to the exercise of Gunnison County's corporate or administrative powers--any such contract may, by its terms, exceed one year, and be binding upon the parties thereto as to all of its rights, duties and obligations; and

WHEREAS, The Board of Trustees of Gunnison Valley Hospital, Board of Trustees for Gunnison Valley Hospital and Gunnison Valley Hospital (collectively, "GVH") is a duly created, established, organized, and existing public hospital created by Gunnison County pursuant to Title 25, Article 3 of the Colorado Revised Statutes; and

WHEREAS, GVH has requested that Gunnison County acquire the real property described in this Resolution for the primary purpose of providing transitional housing for GVH staff; and

WHEREAS, pursuant to Colo. Rev. Stat. § 25-3-304, GVH has exclusive control and responsibility for the supervision, care, and custody of any grounds, rooms, or buildings on which it operates and which is also owned by Gunnison County;

WHEREAS, the Board of County Commissioners of the County of Gunnison desires to purchase certain real property located at 711 North Colorado Street, Gunnison, Colorado, more fully described as:

Unit 4, Elk Crest Condominiums, according to the Plat thereof recorded June 16, 2006 as reception No. 566088 and re-recorded June 19, 2006 as reception No. 566110 and the declaration of Elk Crest Condominiums pertaining thereto recorded June 16, 2006 as reception No. 566089, County of Gunnison, State of Colorado ("Property");

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners that County Manager Matthew Birnie is authorized to execute all necessary documents and perform all actions necessary to effectuate the purchase of the Property, and, to the extent necessary, for GVH Chief Executive Officer Robert Santilli and GVH Vice President – Administrative Services Wade Baker to execute all necessary documents and perform all actions necessary to effectuate the purchase of the Property as limited agents for the Board of County Commissioners for this sole and limited express purpose and for no other purpose, unless otherwise expressly authorized by this Board.

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 16<sup>th</sup> day of March, 2021.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

Houck – yes, Mason – absent, Smith – yes.

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY  
RESOLUTION NO. 21-5**

**A RESOLUTION ADJUSTING GROUND RENT FOR USE OF PREMISES AT THE GOLD BASIN  
INDUSTRIAL PARK**

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado owns and operates the Gold Basin Industrial Park located in the County of Gunnison, State of Colorado and as legally described as 38.79 acres in NE4NW4. Section 11 49N1W #499861 and portions of 21.28 acres in SE4SW4. Section 2 49N1W #499861; and

WHEREAS, the Board of County Commissioners wants to adjust the ground rental rate where such an adjustment is not precluded by a current written lease; and

WHEREAS, the Board of County Commissioners is taking this action in order to better fund the operation and maintenance of the Gold Basin Industrial Park; and

WHEREAS, the Denver-Aurora-Lakewood Consumer Price Index for All Urban Consumers, as published by the United State Department of Labor Bureau of Labor Statistics, for 2020 was 272.207, a 1.95% increase from 2019.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that effective on April 1, 2021:

1. The ground rental rate shall be in the amount of \$3,206 per annum per acre of premises occupied.
2. Premises occupied will be rounded to the nearest thousandth of an acre (x.xxx acres).

BE IT FURTHER RESOLVED THAT these rates shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 16<sup>th</sup> day March, 2021.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

Houck – yes, Mason – absent, Smith – yes.

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

---

**Agenda Item:** Grant Application; Gunnison Hinsdale Early Childho

---

**Action Requested:** County Manager Signature County Manager Signature on Application

**Parties to the Agreement:** Temple Hoyne Buell Foundation

**Term Begins:** 9/1/2021

**Term Ends:** 8/31/2022

**Grant Contract #:**

**Summary:**

Renewal \$30,000 grant funding for ECC staff time and for quality improvement and access to childcare work in Gunnison and Hinsdale counties. No changes from past years of THB funding.

**Fiscal Impact:**

**Submitted by:** Lana Athey

**Submitter's Email Address:** lathey@gunnisoncounty.org

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/16/2021

---

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed and no legal concerns presented by this grant application. If funding is awarded, CAO would like to review that agreement. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 4/16/2021

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/22/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/4/2021

---

**SUMMARY SHEET FORM**

**Legal Name of Council:**

Gunnison County

**DBA (if applicable):**

Gunnison Hinsdale Early Childhood Council (GHECC)

**Mailing Address (and Physical Address if it is different and not confidential):**

220 N. Spruce Street  
Gunnison, CO 81230

**Phone:**

970-642-4667

**Fax:**

970-641-8346

**EIN:**

84-60000770

**Website:**

www.gunnisoncounty.org

**Council Email Address:**

lathey@gunnisoncounty.org

**Name of CEO or Executive Director:**

Matthew Birnie

**Phone:**

970-641-7602

**Email:**

mbirnie@gunnisoncounty.org

**Application Contact & Title (if not the CEO or Executive Director):**

Lana Athey, GHECC Co-Coordinator

**Phone:**

(970)642-4667

**Email:**

lathey@gunnisoncounty.org

**COUNCIL INFORMATION**

**Year Founded:**

2007

**Mission Statement:**

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.

**Geographic Area Served (specific to this proposal):**

Gunnison and Hinsdale Counties, Colorado

**Tax Exemption Status:**

- 501(c)(3)
- Using a fiscal agent/fiscal sponsor  
Name of fiscal agent/sponsor:
- Other than 501(c)(3), describe:

**Number of Employees:**                      **Full-time:**                       **Part-time:**

**GRANT REQUEST INFORMATION**

If you are unsure about how to fill out this section, please review the Application Guidance document and/or call your Program Officer.

**Total Amount of Request:**

**Type of Grant Requested** (select all that apply):

**Required** request area for all applicants:

Infrastructure & Systems Building

Optional request areas:

Workforce & Professional Development

Quality Improvement

Increased Access to Child Care

Direct Services (Call your Program Officer)

Name of direct service program(s):

**FINANCIAL INFORMATION**

Budget numbers should match the numbers presented in Attachments 1

**Council's Current Budget for Fiscal Year Ending:**

**Income:**                       **Expenses:**

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge.

**CEO/Executive Director**

**Date**

## NARRATIVE

*Limit narrative to no more than six pages (not including the council self-assessment).*

- 1. EARLY CHILDHOOD COUNCILS –SELF-ASSESSMENT.** Please complete the self-assessment of council activities included at the end of the application packet. We highly encourage you to do this first. Try to capture the current reality for your council.
- 2. COUNCIL BACKGROUND.** Discuss the founding and development of the council. Explain the original issue and/or opportunity the council was founded to address and how that may have changed over time.

The Gunnison-Hinsdale Early Childhood Council (GHECC) was brought to our community in July of 2007 by Gunnison County's Department of Health and Human Services Department (DHHS) in order to improve local early childhood services and educational opportunities for children in these counties. The GHECC works in conjunction with Early Childhood Councils across Colorado to address the goals of HB 07-1062 which expresses a statewide need for increasing and sustaining the quality, accessibility, capacity, and affordability of services for children and their parents to help parents raise their children to be successful at school, at work, and in the community. After receiving grant funding from the Colorado Department of Education (CDE) in 2008, our council began working to create a comprehensive early childhood system.

In 2017 our council created a new strategic plan that is aligned to the new Colorado Early Childhood Framework with goals and strategies that span across the three domains of Early Learning, Health and Well Being, and Family Support and Parent Education. In our current strategic plan which was updated in 2020 a greater emphasis has been placed on expanding quality in child care, increasing access to child care, increasing the affordability of child care, and recruiting and retaining the early childhood workforce.

### **3. PROGRAMS, ACTIVITIES and EVALUATION.**

- Expand on the information included in the self-assessment to provide a deeper explanation of the following areas as well as how Buell funds might be used to support your efforts. Use this space to share how all areas intersect to create a stronger local early childhood system. **Please include goals and objectives, related activities, and key evaluation tools or indicators used for each area of work (including those not specifically funded under this grant request).**
  - Infrastructure/Systems Building
  - Workforce/Professional Development
  - Quality Improvement
  - Increased Access to Child Care
  - Direct Services - If your council provides direct services to children, families or providers, please detail each of those programs, including the curricula/approach, target audience, frequency, duration, evaluation tools, etc. (This type of request must first be discussed with your Program Officer.)
- Infrastructure/Systems Building

As mentioned in the self-assessment the council meets 6-8 times per year and has participation from a variety of stakeholders. Our council has an executive board that supports the Council in making critical decisions regarding funding and planning. Strengthening the engagement of this body continues to be a goal of the council staff. In recent years the Council has increased our efforts to address issues faced by our local

early childhood system such as recruiting and retaining the EC workforce and lack of access to quality, and affordable childcare. Through this process we have experienced greater engagement from the executive committee members, especially the leaders in the Early Learning domain. Moving forward we plan to recruit community leaders to be a part of the early childhood resource planning committee, formed in 2018. The purpose of the resource planning committee is to develop an action plan and look into sustainable funding options to better support our local early childhood system.

The council has been fortunate as we have been able to maintain our staff throughout the years, this would not be possible without the funding our council receives from outside sources such as Temple Hoyne Buell Foundation and the Community Foundation of the Gunnison Valley. Funding that has been acquired in recent years from the City of Gunnison and the Colorado Health Foundation has allowed our Council to further increase the services we offer to the Latinx community and extend our outreach to FFN caregivers.

a. Workforce/Professional Development

Currently CDHS Colorado Shines funding helps us provide coaching and PDIS work with our childcare sites. We have been able to use the funding we received from THB to increase staff hours to work on building community support for our local early childhood system including efforts towards: workforce recruitment and retention, tuition assistance for families, increasing access to quality early childhood programs. Our strategy for these efforts has begun with raising awareness around the issue and the need throughout our community and engaging key stakeholders and community leaders in the conversation. This work will continue into the upcoming grant year as we look at solutions to address the need and create stronger partnerships with the Gunnison Watershed RE1J School District, Western Colorado University, Gunnison County, the City of Gunnison, Town of Crested Butte, Town of Lake City, and Hinsdale County.

The GHECC also organizes an annual fall conference that provides 6 hours of continuing education with an option for attendees to also earn a CEU through Western Colorado University. We plan to offer the conference once again in 2021. We are currently working with Melanin in the Mountains a local non-profit to also offer equity labs to interested early childhood educators during the summer of 2021.

The council plans to continue the workforce conversation as we engage more key stakeholders from our two counties including large employers, Western State Colorado University, the City of Gunnison, Town of Crested Butte, Town of Lake City, and Gunnison and Hinsdale County government to develop a plan to increase the number of ECE courses accessible to Gunnison and Hinsdale County residents. We plan to also work to ensure better benefits for our EC workforce such as sick leave pay and an annual stipend paid to EC educators based on their credential. The Early Childhood Resource Planning subcommittee is currently looking into funding to support these efforts in the short and long term. All of the efforts described have require more staff time to schedule, plan, and facilitate meetings as we develop a comprehensive plan.

In the past the Pathways program offered through Gunnison Watershed RE1J School District in partnership with the Technical College of the Rockies helped to make ECE courses available locally through an online course offering with few in-person sessions. This was an exciting new development in ECE courses offered in our area. Unfortunately, after just a year of offering the classes in the Gunnison area the Technical College of the Rockies stopped offering the courses. To remedy this situation the Council has been working in partnership with Western Colorado University (WCU) to offer more ECE equivalent courses through the Summer Teacher Institute and WCU Extended Studies. Currently, WCU has been able to offer one ECE equivalent course through the University's Summer Teacher Institute. There continues to be a pressing need for our local EC educators to access locally offered ECE courses. We plan to identify and support instructors in developing courses during the grant period in order to offer the courses in the Spring and Summer of 2022. The council is especially interested in pairing our Expanding Quality in Infant and Toddler Care course with a WCU course so participants are also able receive college credits.

## ii. Quality Improvement

Our council has continued to increase our capacity to manage quality improvement activities. The council maintains a part-time coach, who is also a Pyramid Model coach for a different project. We also plan to continue to offer EQIT once per year with coaching. Our council provides Colorado Shines coaching and manages Colorado Shines QI dollars for materials and PD. With the expanded staff time that we were able to achieve from our THB funding our Co-Coordinator has been able to better assist our QI coach and navigator taking on sites looking to obtain a Level 2 rating and begin engagement in Colorado Shines. This has allowed the QI Coach and Navigator more time to focus on sites working on a Level 3-5 rating or re-rating. The council has continued to maintain our coaching and is currently on track to assist the remaining 2 unrated centers in Hinsdale County in achieving a Level 3-5 rating in the next 18-24 months. Council staff is looking towards ways to better engage home providers in Colorado Shines, as well as recruit more individuals interested in pursuing licensed for a family child care home. Through our Temple Hoyne Buell funding in combination with the funding the Council was recently awarded from the Colorado Health Foundation we are working to improve the quality of unlicensed care situations. This will be done through Family, Friend, and Neighbor educational sessions offered in partnership with the Gunnison County Library and Mountain Roots. Sessions that will be offered to any interested FFN caregivers will include First Aid/CPR, Developmental Milestones, STEAM Activities, Early Literacy, and working through the family child care home licensing process.

### b. Increased Access to Child Care

A main focus of the GHECC's strategic plan is to increase access to learning experiences and environments that are high quality, developmentally appropriate and affordable. A strategy to support this goal is to increase the number of licensed providers and slots through outreach and referrals to potential home providers. In recent years we have lost 8 home providers, this has put significant strain on families in our community as they shuffle to find childcare, especially infant and toddler care. Council staff is working to support individuals currently caring for children in their home by answering any

questions they might have on the licensing process and providing funding support for necessary infrastructure improvements or materials in order to become licensed.

- i. Direct Services - If your council provides direct services to children, families or providers, please detail each of those programs, including the curricula/approach, target audience, frequency, duration, evaluation tools, etc. (This type of request must first be discussed with your Program Officer.)
- c. What evaluation needs does your council have? If there is specific technical assistance needed, please identify.

The GHECC utilizes the following forms of evaluation:

- Measuring Colorado Shines Level 2 and Levels 3-5 as well as increases in teacher credential level.
  - Measuring the number of children on CCCAP enrolled in a licensed program rated at a Level 3-5 on a quarterly basis.
  - The Council Impact Tool designed by ECCLA was helpful in tracking the number of people reached through awareness efforts and professional development offerings throughout the year. We have continued to keep track of engagement through various offerings.
  - Over the last two years our council has released parent surveys recording responses and comparing with previous years.
  - Early childhood workforce survey data to better inform our efforts towards the increasing early childhood workforce supports.
- j. **STATE FUNDS.** Explain this year's level of support from the State of Colorado, anticipated support through the next three years (if known) and how any changes will impact the council's programs and activities.

Funding received by the Council through the State of Colorado has increased during the 2020-2021 Fiscal Year. With a surge of State and Federal Stimulus dollars we expect to see more increases in funding in the next fiscal year. With the additional funding comes more responsibilities and tasks to help rebuild our childcare system following the pandemic. The Council is grateful for the funding aimed at increasing access and supporting quality in early childhood care and education settings.

- k. **BOARD/GOVERNANCE.** Describe the role of the board of directors in advancing the mission of the council. Include the key issues related to board effectiveness that are being addressed this year, the council's policy regarding board terms, and the percentage of the board that contributes financially to the Council.

The Gunnison-Hinsdale Early Childhood Council is not a non-profit and does not have a board. Governance is achieved through the voting of our council members and the policies and procedures of our fiscal agent. Our council is made up of a voting body of members which sign an MOU that lasts for 1 year. Council members vote on the grant budgets and the strategic plan. We have an executive team made up of our domain leaders based on the 3 domains of the last Early Childhood Framework. This executive

team guides the Council Co-Coordinator in setting the agenda and on quick decisions that need to be made. These are also 1 year terms, however we have lack of people willing to volunteer for these positions, so they often remain the same person volunteering year after year. Council staff is managed by Gunnison County Health and Human Services director and Community Services Supervisor staff.

I. **PLANNING.**

- a. Describe the challenges and opportunities facing the Council in the next three to five years.

One of the greatest challenges that our council faces continues to be maintaining and increasing staff capacity in order to achieve our ambitious strategic plan. The work of the early childhood resource planning subcommittee has consumed much of our staff time as well as the quality improvement work that is being done with early childhood care providers. The majority of our Council staff is able to work within our Council through innovative arrangements that allow for hours to be worked under our council and other programs housed under the Gunnison County Department of Health and Human Services, this arrangement has been helpful in maintaining our staff throughout the years and lessened the possibility of staff turnover. Although this has proven to be an effect way to manage this challenge our council continues to look for funding opportunities that would allow for more staff time towards council efforts moving forward.

Another challenge that has been exacerbated by the COVID 19 Pandemic is turnover in our early childhood workforce. In a recent local survey that captured the responses of 70% of our 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 center stated they had employed 22 teachers in 2020 in order to fill the 9 positions within their early childhood program. We plan to place a greater emphasis on the development of a comprehensive action plan to address this issue through our early childhood resource development committee.

- b. Describe how the Council engages in planning and the focus of any current planning efforts.

The council engages in planning on an annual basis. We hold stakeholder meetings that help to inform our strategic plan. The planning that has taken place through the early childhood resource subcommittee, feedback received from attendees at our various presentations throughout the community, parent focus groups, and parent and early childhood workforce survey responses have provided our council with helpful information allowing the Council to identifying areas within our early childhood system to focus on addressing. The pandemic has put a spotlight on the fragility of our early childhood system, generating an increased interest from community leaders in addressing issues that we have been working to make our community aware of for years. We expect

to have more community leaders involved in the planning and implementation of an action plan to better support the early childhood system in our area.

- m. **OPTIONAL.** If there is additional information that is vital to convey in this proposal, include that information here.

## ATTACHMENTS

Label each attachment and provide in the order listed.

### Financial Attachments

Note: Provide explanations for items that may raise questions in any of the attached financial documents. The explanations can be written onto the documents themselves or included as an additional page.

#### 1. BUDGETS

Complete the attached budget form. You may also include a current operating budget if you feel it helps to provide clarity.

#### 2. CURRENT (YEAR-TO-DATE) FINANCIAL STATEMENTS

Include a Balance Sheet and Profit & Loss Statement through the most recently completed operating month available (must be within the past three months).

#### 3. YEAR-END FINANCIAL STATEMENTS, AUDIT, AND SOURCES OF INCOME

Include the most recent fiscal year-end financial statements, audited if available.

**Sources of Income Table.** Complete the table below for the council as a whole, based on the most recently completed fiscal year. Do not complete for the fiscal sponsor.

Percentage	Funding Source
%	Government grants (federal, state, county, local)
%	Government contracts
%	Foundations
%	Business
%	Events (include event sponsorships)
%	Individual contributions
%	Fees/earned income
%	Workplace giving campaigns
%	In-kind contributions (optional)
%	Other
%	<b>TOTAL (must equal 100%.)</b>

#### 4. MAJOR CONTRIBUTORS

List major contributors (foundations, businesses, government, individuals) with amounts for each of the past two fiscal years. Do not include names of individual donors.

#### 5. IN-KIND CONTRIBUTIONS

Summary of significant in-kind donations (donated goods and professional services) received by the council in the last two fiscal years.

## Other Attachments

### 6. BOARD OF DIRECTORS LIST

Include the following information for each board member:

- a. Position(s) on the board (officer and committee positions)
- b. Occupation and name of employer and/or affiliation(s)
- c. City or county of residence
- d. Term end date for each board member

### 7. PROOF OF IRS FEDERAL TAX-EXEMPT STATUS

Also called a Letter of Determination, this letter must be dated within the last five years. If your council is housed at a government agency, please include a letter from the agency describing the relationship with and oversight of the council (sample letters can be provided if needed).

### 8. ANTI-DISCRIMINATION STATEMENT

Include the policy adopted by the board of directors.

### 9. LIST OF NAMES, TITLES AND QUALIFICATIONS OF KEY STAFF

Include the length of service with the Council. *Do not* include job descriptions or resumes.

### 10. ANNUAL REPORT

*If available.*

### 11. STRATEGIC PLAN

Submit your current strategic plan (this may be the plan developed for your most recent CDHS application).

### 12. EVALUATION RESULTS (optional)

Provide the council's most recent evaluation results or findings, relevant to this request if that information is not already included in Question 5 of the narrative.

## Additional Attachments for Fiscal Agents/Fiscal Sponsors

*If your council uses a fiscal sponsor, please submit the items listed below with your application.*

### 13. MEMORANDUM OF UNDERSTANDING

Contract between the council and the fiscal agent/fiscal sponsor.

### 14. FINANCIAL ATTACHMENTS

Budget, Current Balance Sheet and Profit & Loss Statement, and Year-End Balance Sheet and Profit & Loss Statement.

### 15. PROOF OF IRS FEDERAL TAX-EXEMPT STATUS

Letter of Determination for the fiscal agent/fiscal sponsor, dated within the last five years.

### 16. BOARD OF DIRECTORS LIST

Information for the fiscal agent/fiscal sponsor.

**BUELL FOUNDATION  
EARLY CHILDHOOD COUNCILS – SELF-ASSESSMENT**

Council Name: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Counties: \_\_\_\_\_ Annual Operating Budget: \_\_\_\_\_

**This tool is designed to facilitate conversation and will be used to help determine technical assistance priorities and grant focus. It is not intended to be used as a scoring matrix to determine whether a grant should be awarded.** Our hope is that we will be able to use this as a learning tool to work with our council partners to continuously improve quality and to inform our ongoing grantmaking.

Below you will find a variety of indicators that were identified through council legislation and other sources. Each category has a space to mark your self-assessment of your work to date (aspiring, developing or proficient); provide a description of your efforts, including key impacts/accomplishments over recent years; and identify TA needs for that category. Please complete the below table to the best of your ability to share areas of strength and opportunities for improvement. We know that not every council will have activities in every area, and we expect a range of proficiency levels across this assessment. We know that the activities in each area will vary for different councils and that some activities may repeat under some domains. For many councils, some categories will be easier to answer across domains – in that case, merge cells to make it easier to answer.

This assessment should be completed as a first step in your application preparation so that the information here can be used to inform your Buell grant application narrative and budget. We recognize that the work described in this assessment may include activities outside of Buell priority areas (Infrastructure/Systems Building, Workforce/Professional Development, Quality Improvement, and Increased Access to Child Care).

If you have any questions or feedback, please contact your Program Officer.

Operational/Internal	
<b>Sustainability/Capacity of the Council</b>	<b>Cross-Domain</b>
May include: <ul style="list-style-type: none"> <li>• Representation from all domains</li> <li>• Appropriate for scope of work</li> <li>• Diverse funding streams</li> <li>• Highly trained staff</li> <li>• Good staff retention</li> <li>• Solid business structure and acumen</li> <li>• Effective governance structure and policies</li> </ul>	<input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient  <p style="color: red; text-align: center;">This section is intended to include information across all domains. Input your description here.</p>

<ul style="list-style-type: none"> <li>• Adequate financial support or effective relationship with fiscal sponsor</li> <li>• Ability to create and submit reports (both financial and programmatic) as needed</li> </ul>			
<b>System/External</b>			
<p><b>Build &amp; Support Partnerships</b></p> <p>May include:</p> <ul style="list-style-type: none"> <li>• Disseminate information</li> <li>• Facilitate connections and relationship building across domains</li> <li>• Partner with State and/or local government</li> </ul>	<p><b>Family Support &amp; Parent Education</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p> <p><b>Input your description here.</b></p>	<p><b>Health &amp; Well-Being</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p> <p><b>Input your description here.</b></p>	<p><b>Learning &amp; Development</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p> <p><b>Input your description here.</b></p>
<p><b>Build Public Engagement</b></p> <p>May include:</p> <ul style="list-style-type: none"> <li>• Convene stakeholders</li> <li>• Build awareness about importance of early childhood</li> <li>• External communication</li> </ul>	<p><b>Family Support &amp; Parent Education</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p> <p><b>Input your description here.</b></p>	<p><b>Health &amp; Well-Being</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p> <p><b>Input your description here.</b></p>	<p><b>Learning &amp; Development</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p> <p><b>Input your description here.</b></p>
<p><b>Program Support &amp; Technical Assistance</b></p> <p>May include:</p> <ul style="list-style-type: none"> <li>• Quality Rating and Improvement</li> <li>• School Readiness Assessment (training, facilitation, support)</li> </ul>	<p><b>Family Support &amp; Parent Education</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p> <p><b>Input your description here.</b></p>	<p><b>Health &amp; Well-Being</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p> <p><b>Input your description here.</b></p>	<p><b>Learning &amp; Development</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p> <p><b>Input your description here.</b></p>
<p><b>Policy/Advocacy</b></p> <p>May include:</p> <ul style="list-style-type: none"> <li>• Build coalitions to influence policy</li> <li>• Seek waivers of state regulations to overcome identified barriers</li> </ul>	<p><b>Family Support &amp; Parent Education</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p> <p><b>Input your description here.</b></p>	<p><b>Health &amp; Well-Being</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p> <p><b>Input your description here.</b></p>	<p><b>Learning &amp; Development</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p> <p><b>Input your description here.</b></p>

<ul style="list-style-type: none"> <li>Align work with common, approved priorities and expectations (e.g. Colorado Shines and the Early Learning and Development Guidelines)</li> </ul>			
<p><b>Sustainability of the System</b></p> <p>May include:</p> <ul style="list-style-type: none"> <li>Identify, acquire, leverage, maximize resources</li> <li>Needs assessment</li> <li>Eliminate duplication</li> <li>Identify gaps</li> <li>Incubate programs to address identified gaps</li> </ul>	<p><b>Family Support &amp; Parent Education</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p> <p><b>Input your description here.</b></p>	<p><b>Health &amp; Well-Being</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p> <p><b>Input your description here.</b></p>	<p><b>Learning &amp; Development</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p> <p><b>Input your description here.</b></p>
<p><b>Improve Availability &amp; Access</b></p> <p>May include:</p> <ul style="list-style-type: none"> <li>CCR&amp;R</li> <li>Parent Information Leading to Engagement</li> <li>House Bill 13-1291 - ITQA</li> <li>Facilitate Screenings</li> </ul>	<p><b>Family Support &amp; Parent Education</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p> <p><b>Input your description here.</b></p>	<p><b>Health &amp; Well-Being</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p> <p><b>Input your description here.</b></p>	<p><b>Learning &amp; Development</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p> <p><b>Input your description here.</b></p>
<p><b>Generate Educational &amp; Leadership Opportunities</b></p> <p>May include:</p> <ul style="list-style-type: none"> <li>Professional development programs (e.g. college scholarships, EQIT)</li> <li>Community learning opportunities (cross-domain)</li> <li>Committee/project leadership opportunities</li> <li>Coaching</li> </ul>	<p><b>Family Support &amp; Parent Education</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p> <p><b>Input your description here.</b></p>	<p><b>Health &amp; Well-Being</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p> <p><b>Input your description here.</b></p>	<p><b>Learning &amp; Development</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p> <p><b>Input your description here.</b></p>
<p><b>Share Accountability</b></p> <p>May include:</p> <ul style="list-style-type: none"> <li>Data collection and analysis</li> <li>Report on progress</li> </ul>	<p><b>Family Support &amp; Parent Education</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p>	<p><b>Health &amp; Well-Being</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p>	<p><b>Learning &amp; Development</b></p> <p><input type="checkbox"/> Aspiring <input type="checkbox"/> Developing <input type="checkbox"/> Proficient</p>

- Governance of programs/systems as appropriate (e.g. CPP, CCAP)

Input your description here.

Input your description here.

Input your description here.

**Early Childhood Councils  
Budget Template**

**Council Name: Gunnison-Hinsdale Early Childhood Council**

**Note:** Green lines indicate that all funds are passed to another beneficiary, such as a child care site, family, etc. Funds in these categories may not be moved to other lines when budget adjustments are needed.

REVENUE			
Income Streams	Total Council Budget		Narrative - Description of each line (what is included, how much, who provides the funds, etc.)
Sample line items (include appropriate items for your council):			
<i>Government Sources (grants or contracts)</i>	75611.27		2021 CDHS: Systems Building, CSQI base, EQIT and City of Gunnison
<i>Foundations</i>	47600		THB, Colorado Health Foundation FFN Grant
<i>City of Gunnison</i>	7500		City of Gunnison
<i>Business</i>			
<i>Events</i>			
<i>Individuals</i>			
<i>Fees/earned income</i>	1600		Conference fees
<i>In-Kind</i>			Gunnison County provides office space, phone, financial and administrative assistance. We have paid them 10% indirect rate on CDHS grants for this in the past.
<i>Other</i>			
<b>TOTAL REVENUE</b>	132311.27		

EXPENSES			
	Total Council Budget (including Buell request)	Buell Request (a portion of total)	Narrative - Description of requested funds in each line (what is included, by whom, how often, etc.)
<b>Part A: Infrastructure &amp; Systems Building</b>			
<b>Internal Capacity of Council</b>			
Sample line items (include appropriate items for your council):			
<i>Salaries</i>	54202.14	12000	SB: 23 hours of Co-Coordinators + \$7500 City Grant Staff time + THB Request: 5 more hours for Co-Coordinator
<i>Benefits</i>			
<i>Evaluation</i>			
<i>Computer costs</i>	3600	2000	Computer costs for 1.10 computers
<i>Travel</i>			
<i>Office Supplies</i>	151		Office Supplies
<i>Indirect Rate to Gunnison County</i>			
<i>Registrations</i>	350	250	RMECC Registration or other Professional Development for council staff
<b>Strategic Partnerships</b>			
<i>Meeting costs</i>	573		
<i>Data sharing</i>			
<i>Mileage</i>	1365		3 Trips to Denver for ECCLA and/or RMECC, 2 trips to Lake City for ECC/PPP meetings
<i>ECCLA Membership</i>	750	750	ECCLA Membership
INSERT ADDITIONAL LINES AS NEEDED			

**Public Engagement**

Sample line items (include appropriate items for your council):

*Social media*

*Newsletters*

*Communications contractors*

*Advertising*

*INSERT ADDITIONAL LINES AS NEEDED*

100		Targeted social media post boosts focused on access and affordability of EC care and education, importance of quality early childhood education, and EC workforce.
120		Newspaper Ads x 2 @ \$60 per ad

<b>Policy/Advocacy</b>		
Sample line items (include appropriate items for your council):		
<i>Community convening</i>		
<i>Travel costs</i>		
<i>Subscriptions</i>		
<i>E-communication</i>		
<i>Incentives</i>		
<i>INSERT ADDITIONAL LINES AS NEEDED</i>		
<b>TOTAL Infrastructure &amp; Systems Building</b>	<b>61211.14</b>	<b>15000</b>

Note: Funds awarded by Buell are flexible for infrastructure & systems building; only significant changes to budget need to be approved.

	Total Council Budget (including Buell request)	Buell Request (a portion of total)	Narrative - Description of each line (what is included, by whom, how often, etc.)
<b>Part B: Buell Focus Areas</b>			
<b>Workforce &amp; Professional Development</b> - Activities with a focus on improving the qualifications of early childhood professionals.			
Sample line items (include appropriate items for your council):			
<i>Salaries/Personnel</i>	5100	1500	EQIT Staff time for providing the training and doing required Professional Development
<i>Mileage</i>			
<i>Marketing</i>			
<i>Travel</i>			
<i>Annual Conference costs: space rental, speakers, food, QI raffle items</i>	2634	500	Annual Conference - provides 6 training hours, Safe Sleep, Standard Precautions, an a CEU offered through Western Colorado University
<i>INSERT ADDITIONAL LINES AS NEEDED</i>			
<i>Redistributed funds:</i>			
<i>College scholarships, textbooks and certifications</i>	2000	3500	
<b>TOTAL Workforce &amp; Professional Development</b>	<b>9734</b>	<b>5500</b>	

<b>Quality Improvement</b> - Activities that target licensed providers working to improve or maintain quality.			
Sample line items (include appropriate items for your council):			
Salaries/Personnel	32773	1000	CDHS CSQI Base and THB QI Admin
Mileage	184		Regional travel for coaching
Marketing			
Office Supplies			
Scholarships			
INSERT ADDITIONAL LINES AS NEEDED			
Redistributed funds:			
Materials/mini-grants to sites	4380	4000	Homeprovider and other minigrants
<b>TOTAL Quality Improvement</b>	<b>37337</b>	<b>5000</b>	
<b>Increased Access to Child Care</b> - Activities related to increasing the number of child care slots in a catchment area or the ability of parents to access those slots.			
Sample line items (include appropriate items for your council):			
Salaries/Personnel	12000	4500	2.5 hours of Outreach staff including Co-Coordinator work
Benefits			
Food/Advertising FFN Sessions	1000		CO Health Foundation FFN Caregiver Engagement
Contracting/Consultants	1500		CO Health Foundation FFN Caregiver Engagement
Incentives	1500		CO Health Foundation FFN Caregiver Engagement
Mileage			
Redistributed funds:			
Child care tuition assistance for families			
<b>TOTAL Increased Access</b>	<b>16000</b>	<b>4500</b>	
<b>TOTAL Buell Focus Areas</b>	<b>63071</b>	<b>15000</b>	

Note: Funds awarded by Buell are flexible within each subcategory (e.g., Workforce, QI, etc.) with the exception of those funds noted in green, which cannot be moved when adjustments are needed. Only significant changes to budget need to be approved.

Redistributed funds are those dollars that flow directly out to community beneficiaries, such as child care centers or families.

	Total Council Budget (including Buell request)	Buell Request (a portion of total)	Narrative - Description of each line (what is included, by whom, how often, etc.)
<b>Part C: Direct Services</b>			
Sample line items (include appropriate items for your council):			
Salaries/Personnel			
Benefits			
Contractors/Consultants			
Supplies/Materials			
Mileage			
Marketing			
Include all lines specific to the program (e.g. Parents as Teachers)			
<b>TOTAL Direct Services</b>	<b>0</b>	<b>0</b>	
<b>GRAND TOTAL FOR COUNCIL (sum of Parts A, B &amp; C)</b>	<b>124282.14</b>	<b>30000</b>	

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

---

**Agenda Item:** Contract Amendment; Office of Early Childhood for

---

**Action Requested:** Other Approve contract, then County Manager to sign electronically.

**Parties to the Agreement:** Colorado Dept Human Services - OEC

**Term Begins:** 7/1/2021

**Term Ends:** 6/30/2022

**Grant Contract #:** 21 IHIA 159833

**Summary:**

Contract with CDHS for Health and Human Services on behalf of the ECC for \$63,450, year 2 of a three year grant.

**Fiscal Impact:**

**Submitted by:** Margaret Wacker

**Submitter's Email Address:** mwacker@gunnisoncounty.org

---

**Finance Review:**

Required

Not Required

Comments:

This is renew for an existing grant. Same amounts as previous year.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/30/2021

---

**County Attorney Review:**

Required

Not Required

Comments:

I see no legal issues. MRH

Reviewed by:

Discharge Date: 4/28/2021

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 4/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/4/2021

---



**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

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

<p><b>CONTRACTOR</b> Gunnison County</p> <hr/> <p>By: Matthew Birnie, County Manager</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b> Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director</p> <hr/> <p>By: Lisa Castiglia, Chief Finance Officer/Director, Division of Operations, Office of Early Childhood</p> <p>Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Andrea Eurich / Janet Miks / Toni Williamson</p> <p>Amendment Effective Date: _____</p>	

1. **PARTIES**

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

2. **TERMINOLOGY**

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

3. **AMENDMENT EFFECTIVE DATE AND TERM**

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2021, whichever is later, and shall terminate on the termination of the Contract.

4. **PURPOSE**

Gunnison County shall be the fiscal agent to Gunnison Hinsdale Early Childhood Council. Statutorily Early Childhood Councils (ECC) support the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. ECCs increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. ECCs provide local level supports for licensed programs required to participate in Colorado Shines by offering technical assistance and quality improvement supports to programs pursuing higher quality levels. This amendment extends and increases funds for SFY22, increases funds for the QI-GAE and EQIT-GAE, and amends Exhibits A, B, C, D, F and G.

5. **MODIFICATIONS**

The Contract and all prior amendments thereto (Original Contract CMS 21 IHIA 159833; Amendment #1 CMS 21 IHIA 164850) are modified as follows:

A. **Extend the Contract Expiration Date from June 30, 2021 to June 30, 2022**

The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

**B. Increase the Contract Amount for SFY22 by \$63,450\* and Increases the Maximum Amount for All State Fiscal Years from \$63,450\* to \$126,900\*.**

The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

**C. Exhibit A – Statement of Work**

Exhibit A – Amendment #2, which is attached and incorporated by this Amendment, shall be added to Exhibit A of the Original Contract.

**D. Exhibit B – Budget**

Exhibit B – Amendment #2, which is attached and incorporated by this Amendment, shall be added to Exhibit B of the Original Contract.

**E. Exhibit C – Colorado Shines Business Rules**

Exhibit C is hereby removed from the Contract.

**F. Exhibit D – Overview of Expanding Quality in Infant Toddler Care Initiative Business Rules**

Exhibit D is hereby removed from the Contract.

**G. Exhibit F – Additional Provisions.**

Exhibit F – Amendment #2, which is attached and incorporated by this Amendment, shall replace Exhibit F – Amendment #1 of the Original Contract.

**H. Exhibit G – Supplemental Provisions for Federal Awards**

Exhibit G – Amendment #2, which is attached and incorporated by this Amendment, shall be added to Exhibit G of the Original Contract.

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

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



**COLORADO**  
Department of Human Services

**Exhibit A – Amendment #2**

**STATEMENT OF WORK (SOW)**  
EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)  
COLORADO SHINES QUALITY IMPROVEMENT (CSQI)  
EXPANDING QUALITY IN INFANT TODDLER CARE INITIATIVE (EQIT)

**GUNNISON COUNTY**  
**220 NORTH SPRUCE STREET**  
**GUNNISON, CO 81230**

**AS FISCAL AGENT FOR:**

**GUNNISON HINSDALE EARLY CHILDHOOD COUNCIL**

**JULY 1, 2021 – JUNE 30, 2022**

## **STATEMENT OF WORK (SOW) – EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)**

### **INTRODUCTION/BACKGROUND**

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

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

### **SCOPE OF WORK**

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

### **PERIOD OF PERFORMANCE**

July 1, 2021 – June 30, 2022

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



**WORK PLAN**

ECSB Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
<b>Outcome statement #1:</b>	<p>The GHECC shall maintain an early childhood council that meets state statute and the rules governing councils, including membership of 7 mandatory stakeholders, submission of current strategic and evaluation plan, and tracking of measurements.</p> <p>The GHECC shall continue to be a functioning early childhood council that meets state statute and new rules. An evaluation plan and report are submitted to the OEC on an annual basis.</p>				
Key Activity A: Maintain Membership and Hold Council Meetings					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Plan and hold at least 6 GHECC meetings per year.	July 1, 2021 - June 30, 2022	6 GHECC meetings held per year	Meeting notes with attendance on sign-in.	Council Co-Coordinator	Personnel
Maintain membership of at least 10 members with 7 mandatory Stakeholder members.	July 1, 2021 - June 30, 2022	10 Early Childhood Members with 7 Mandatory members represented.	Membership List with Contact information and alignment with 7 Mandatory members.	Council Co-Coordinator	Personnel
Develop and approve new Memorandum of Understanding with members.	July 1, 2021 - June 30, 2022	New MOUs are signed by all members, including 7 mandatory stakeholders and updated yearly.	MOUs are signed and submitted	Council Co-Coordinator	Personnel
Actively inform and include small or under-represented early childhood service providers in Early Childhood Council activities and functions	July 1, 2021 - June 30, 2022	Small or under-represented early childhood service providers shall be invited and encouraged to attend Council meetings.	Small or under-represented early childhood service providers shall attend Council meetings.	Council Co-Coordinator	Personnel
Key Activity B: Strategic Plan, Evaluation Plan and Report					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Review, update, and approve Strategic Plan annually that responds to local needs and conditions to increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents.	July 1, 2021 - June 30, 2022	Submitted updated Strategic Plan annually	Plan is submitted to the OEC	Council Co-Coordinator	Personnel



<b>ECSB Work Plan</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Develop, approve, and conduct an Evaluation Plan, which is a local system of accountability to measure local progress based on the needs and goals set for program performance	July 1, 2021 - June 30, 2022	Submitted Evaluation Plan annually	Plan is submitted to the OEC	Council Co-Coordinator	Personnel
Track and report annually accountability measurements defined in the strategic plan	July 1, 2021 - June 30, 2022	Data tracking requested measures annually	Data is submitted to the OEC	Council Co-Coordinator	Personnel
Create an Evaluation Report, based on the strategic plan	July 1, 2021 - June 30, 2022	Submitted Evaluation Report annually	Evaluation Report is submitted to the OEC	Council Co-Coordinator	Personnel
<b>Key Activity C: Bylaws, Operating Agreement and Organizational Chart</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Review, update if needed, and approve council Bylaws, Operating Agreement, and Organization Chart annually	July 1, 2021 - June 30, 2022	Submitted Bylaws, Operating Agreement, and Organizational Chart	Bylaws, Operating Agreement, and Organization Chart is submitted to OEC	Council Co-Coordinator	Personnel
<b>ECSB Work Plan</b>					
<b>OUTCOMES, BENCHMARKS, AND MILESTONES</b>					
<b>Outcome statement #2:</b>	<p><b>Early Childhood Services Providers shall have a local, in person, professional development opportunity and improve their Early Childhood Professional Credential Level.</b></p> <p><b>At least 65 early childhood service providers attend the nurturing the young child conference, and at least 2 obtain a CEU by December 31<sup>st</sup>, 2021 and annually thereafter.</b></p>				
<b>Key Activity A: Nurturing the Young Child Conference</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Hold an annual Nurturing the Young Child Conference (NTYC) in collaboration with Western State Colorado University.	December 31 <sup>st</sup> , 2021	The NTYC Conference shall provide at least 6 training hours and 0.5 Continuing Education Units (CEU)s.	List of Attendees, number of training certificates given, and number of people obtaining the 0.5 CEU	Council Co-Coordinator	Personnel and Annual Conference



**SCHEDULE/MILESTONES**

Measurement	Schedule	Deliverables
An updated and approved strategic plan shall be submitted to the OEC.	June 30, 2022.	The GHECC shall update and approve the strategic plan and evaluation plan annually.
An evaluation report shall be submitted to the OEC.	June 30, 2022	The GHECC shall create an evaluation report.
At least 10 council members shall have signed MOUs, including the 7 mandatory members, which shall be submitted to the OEC.	By December 31, 2022	The Gunnison Hinsdale Early Childhood Council shall approve a new Memorandum of Understanding with all council members, including the seven Mandatory Stakeholders by December 31 <sup>st</sup> , 2020.
At least 65 early childhood service providers shall attend the local professional development conference as shown by registration tracking.	By December 31, 2022.	The GHECC shall hold an annual Nurturing the Young Child Conference with at least 65 attendees attending the conference and 3 obtaining 0.5 CEUs.
Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).	July 1, 2021 – June 30, 2022	<ul style="list-style-type: none"> <li>Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs</li> <li>Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5</li> <li>Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children</li> </ul>
Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.	July 1, 2021 – June 30, 2022	<ul style="list-style-type: none"> <li>Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities</li> <li>Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating</li> <li>Encourage local child care providers to take action on increasing the quality of their care with accurate information</li> </ul>
Increase the number and percentage of children receiving child care subsidy being served in a high quality program.	July 1, 2021 – June 30, 2022	<ul style="list-style-type: none"> <li>Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff</li> <li>Support providers to get accurate information, training and technology on the CCCAP program</li> </ul>
Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	July 1, 2021 – June 30, 2022	<ul style="list-style-type: none"> <li>Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is made available on the ECC Website</li> <li>Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is promoted monthly through the ECC email listserve</li> <li>Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at monthly Community Meetings or through email, Facebook, newspaper messages</li> </ul>

**ACCEPTANCE CRITERIA**

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

## **STATEMENT OF WORK (SOW) - COLORADO SHINES QUALITY IMPROVEMENT (CSQI)**

### **INTRODUCTION/BACKGROUND**

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

### **SCOPE OF WORK**

This scope of work is intended to:

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

### **PERIOD OF PERFORMANCE**

July 1, 2021 – June 30, 2022

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



**WORK PLAN**

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



<b>CSQI WORK PLAN</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Target and outreach to Colorado Shines Quality Level 3-5 child care providers that do not currently accept CCCAP <i>in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high quality programs (Level 3-5)</i> ; provide information to providers about the financial benefits of accepting CCCAP eligible children; connect them with the appropriate County CCCAP staff	7/1/2021 – 6/30/2022	Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children	<ul style="list-style-type: none"> <li>✓ Number of quality Level 3-5 child care providers targeted that are given information to providers about the financial benefits of accepting CCCAP eligible children</li> <li>✓ Number of quality Level 3-5 providers that contact CCCAP staff in their County</li> <li>✓ Number of quality Level 3-5 providers that secure a CCCAP Fiscal Agreement</li> <li>✓ Number of CCCAP eligible children that receive high quality child care services</li> </ul>	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel
<b>CSQI WORK PLAN</b>					
<b>OUTCOMES, BENCHMARKS, AND MILESTONES</b>					
<b>Outcome statement:</b>	<b>Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.</b>				
<b>Key Activity B: Colorado Shines Program Engagement</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Outreach to Colorado Licensed Child Care providers (Level 1) by email, mail, phone calls and/or face to face visits to help programs understand the structure, requirements and benefits associated with Colorado Shines	7/1/2021 – 6/30/2022  And ongoing through 6/30/2023 as new or newly interested providers are identified	Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities	<ul style="list-style-type: none"> <li>✓ Number of level 1 providers contacted by each avenue</li> </ul>	Quality Improvement Navigator	Personnel



<b>CSQI WORK PLAN</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Provide technical assistance to Level 1 providers to register on Colorado Shines, Professional Development Information System (PDIS) and provide a detailed overview of the rating levels and the steps programs shall need to take to maintain these ratings	7/1/2021 – 6/30/2022  And ongoing through 6/30/2024 as new or newly interested providers are identified	Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating	<ul style="list-style-type: none"> <li>✓ Number of providers receiving technical assistance</li> <li>✓ Number of technical assistance hours provided</li> <li>✓ Number of providers registered on Colorado Shines</li> <li>✓ Number of providers with a PDIS account</li> </ul>	Quality Improvement Navigator	Personnel
Provide a copy of the QRIS Program Guide to licensed providers	7/1/2021 – 6/30/2022	Encourage local child care providers to take action on increasing the quality of their care with accurate information	<ul style="list-style-type: none"> <li>✓ Number of QRIS Program Guides distributed to providers</li> </ul>	Quality Improvement Navigator	Personnel

**CSQI WORK PLAN**

**OUTCOMES, BENCHMARKS, AND MILESTONES**

<b>Outcome statement:</b>	<b>Increase the number and percentage of children receiving child care subsidy being served in a high quality program.</b>
---------------------------	--

**Key Activity C: Children Served in High Quality Programs**

<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Continue to meet regularly with CCCAP staff and other family service agencies	7/1/2021 – 6/30/2022	Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff	<ul style="list-style-type: none"> <li>✓ Number of meetings with agenda</li> <li>✓ Number of participants and agency representation</li> <li>✓ Number of children receiving CCCAP</li> </ul>	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel



<b>CSQI WORK PLAN</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Provide technical assistance to providers on the financial benefits of accepting CCCAP eligible children and in connecting with appropriate County CCCAP staff to develop a fiscal agreement for child care subsidy	7/1/2021 – 6/30/2022	Support providers to get accurate information, training and technology on the CCCAP program	<ul style="list-style-type: none"> <li>✓ Number of providers with County CCCAP fiscal agreement</li> <li>✓ Number of providers that accept CCCAP in Colorado Shines</li> </ul>	Early Childhood Council Coordinator and QI Navigator	Personnel
<b>CSQI WORK PLAN</b>					
<b>OUTCOMES, BENCHMARKS, AND MILESTONES</b>					
<b>Outcome statement:</b>	<b>Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.</b>				
<b>Key Activity D: Promotion of Colorado Shines Quality Rating &amp; Improvement System &amp; Early Learning Development Guidelines</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Website	7/1/2021 – 6/30/2022	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is made available on the Gunnison County ECC Website	<ul style="list-style-type: none"> <li>✓ Gunnison County ECC website information with links to resources for Colorado Shines Quality Rating and Improvement and Early Learning Development Guidelines System</li> </ul>	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel And Indirect Cost
Early Childhood Council Meetings and Outreach messages: email, Facebook, newspapers	7/1/2021 – 6/30/2022	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at bi-monthly Council Meetings, or through Facebook, email lists, and newspapers	<ul style="list-style-type: none"> <li>✓ Number of Communities meetings with agendas and participants</li> </ul>	QI Navigator	Personnel

**SCHEDULE/MILESTONES**

<b>Measurement</b>	<b>Schedule</b>	<b>Deliverables</b>
Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).	July 1, 2021 – June 30, 2022	<ul style="list-style-type: none"> <li>• Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs</li> <li>• Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5</li> <li>• Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children</li> </ul>
Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.	July 1, 2021 – June 30, 2022	<ul style="list-style-type: none"> <li>• Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities</li> <li>• Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating</li> <li>• Encourage local child care providers to take action on increasing the quality of their care with accurate information</li> </ul>
Increase the number and percentage of children receiving child care subsidy being served in a high quality program.	July 1, 2021 – June 30, 2022	<ul style="list-style-type: none"> <li>• Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff</li> <li>• Support providers to get accurate information, training and technology on the CCCAP program</li> </ul>
Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	July 1, 2021 – June 30, 2022	<ul style="list-style-type: none"> <li>• Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is made available on the ECC Website</li> <li>• Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is promoted monthly through the ECC email listserve</li> <li>• Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at monthly Community Meetings or through email, Facebook, newspaper messages</li> </ul>

**ACCEPTANCE CRITERIA**

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

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

### **INTRODUCTION/BACKGROUND**

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

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

### **SCOPE OF WORK**

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

### **PERIOD OF PERFORMANCE**

July 1, 2021 – June 30, 2022

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



**WORK PLAN**

EQIT Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
<b>Outcome statement #1:</b>		<b>Individuals caring for infants and toddlers are confident and competent in their ability to engage in the responsive relationships with infants, toddlers, and their families that result in infants and toddlers experiencing secure attachments in all care settings. Infant Toddler Specialists are qualified and competent to enhance the relationships around infants and toddlers.</b>			
<b>Key Activity A: Collaboration with key stakeholders and systems partners, specific to infants, toddlers, and their caregivers</b>					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Connect, coordinate and collaborate with local key stakeholders and efforts concerned with quality of infant toddler care and enhancing the relationships around infants and toddlers.	July 1, 2021- June 30, 2022	The EC Council and/or EQ team members shall contact and collaborate with key stakeholders to include the community college, local infant toddler initiatives, and Colorado Shines Quality Improvement.	EQ and ECC staff shall contact, coordinate, and collaborate with key stakeholders to support a system of supports for infants and toddlers in the community. Community outreach and education shall be provided to community members caring for infants and toddlers.	Co-Coordinator or EQ Staff.	Personnel



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



<b>EQIT Work Plan</b>					
<b>Key Activity C: Fidelity implementation of Evidence-based, Infant Toddler Specific Coaching</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Fidelity implementation of EQ RELATE Individualized Reflective Coaching, an evidence-based, infant and toddler specific coaching model	July 1, 2021- June 30, 2022	Contingent on capacity and community need, infant toddler early care educators participating in EQIT courses receive between 8 or more hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities.  Each Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential	Update of reporting spreadsheet quarterly October 31, 2021, January 31, 2022, April 30, 2022 and June 30, 2022, and each time coaching is reimbursed/invoiced  Description of efforts to ensure coachees receive 8 or more hours of coaching.	EQ Staff	Personnel

**SCHEDULE/MILESTONES**

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

**ACCEPTANCE CRITERIA**

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



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

<b>Contractor Name</b>	Gunnison County (Fiscal Agent for Gunnison Hinsdale Early Childhood Council)
<b>Budget Period</b>	July 1, 2021 - June 30, 2022
<b>Project Name</b>	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI) Child Care Resource & Referral (CCR&R)

<b>Program Contact Name and Title</b> <b>Phone</b> <b>Email</b>	Margaret Wacker, Council Co-Coordinator 970-641-7913 <a href="mailto:mwacker@gunnisoncounty.org">mwacker@gunnisoncounty.org</a>
<b>Fiscal Contact Name and Title</b> <b>Phone</b> <b>Email</b>	Jody Wise, Accountant 970-641-7976 <a href="mailto:jwise@gunnisoncounty.org">jwise@gunnisoncounty.org</a>

Expenditure Categories								
Personnel Services - Salaried Employees								FY 2022
Position Title/ Employee Name	Description of Work and Fringe Benefits Include: SSEC, MCARE, Dental, Vision, and Health Insurance and Retirement	Gross or Annual Salary	Fringe	Total Percent of Time on Project	Cost Based on Percent of Time for (ECSB)	Cost Based on Percent of Time for (CSQI)	Child Care Resource & Referral (CCR&R)	Total Amount Requested from CDHS
Council Co-Coordinator/Margaret Wacker	Plans and facilitates council meetings, manages the budget and contracts, oversees Quality Improvement funding, leads planning processes, and assists in writing grants.	\$75,858	\$29,120	24%	\$ 13,647	\$ 11,548	\$ -	\$ 25,195
Council Co-Coordinator/Lana Athey	Coordinates council meetings, council member outreach, leads planning processes, completes quarterly reports, writes grants, and provides some quality improvement navigating.	\$61,194	\$24,960	31%	\$ 12,923	\$ 13,785	\$ -	\$ 26,708
Coach/QI Navigator/Corrine Jaeger	Outreaches to childcare providers, provides direct coaching and training for childcare providers and some quality improvement navigating.	\$59,613	\$4,784	10%	\$ -	\$ 6,440	\$ -	\$ 6,440
<b>Total Personnel Services (including fringe benefits)</b>					<b>\$ 26,570</b>	<b>\$ 31,773</b>	<b>\$ -</b>	<b>\$ 58,343</b>
Contractors/Consultants (payments to third parties or entities)								FY 2022
Name	Description of Item			ECSB	CSQI	CCR&R	Total Amount Requested from CDHS	
	No costs shall be reimbursed by CDHS for this category.			\$ -	\$ -	\$ -	\$ -	
<b>Total Contractors/Consultants</b>					<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Travel								FY 2022
Item	Description of Item			ECSB	CSQI	CCR&R	Total Amount Requested from CDHS	
Travel in the region and to Denver to ECCLA	3 trips to Denver for ECCLA and/or RMECC, plus lodging at 6 nights at \$100/night = \$600. 1 trip to Lake City and 1 trip to Crested Butte. Travel within Gunnison and Hinsdale Counties for delivering of supplies and coaching			\$ 1,365	\$ 184	\$ -	\$ 1,549	
<b>Total Travel</b>					<b>\$ 1,365</b>	<b>\$ 184</b>	<b>\$ -</b>	<b>\$ 1,549</b>
Supplies & Operating Expenses								FY 2022
Item	Description of Item			ECSB	CSQI	CCR&R	Total Amount Requested from CDHS	
Computer Cost/IT Charge	33% of 1 laptop @\$3,000/year = \$1,000. 17% of 1 laptop at \$3,000/year = \$500 per year and virtual platform @\$100			\$ 1,000	\$ 600	\$ -	\$ 1,600	
Advertising/Education	Print media and social media			\$ 220	\$ -	\$ -	\$ 220	
Office Supplies	Paper, pens, markers			\$ 65	\$ 86	\$ -	\$ 151	
Meeting/Event Costs	Materials, food for meetings			\$ 400	\$ 173	\$ -	\$ 573	
Partial Stipends to help meeting licensing requirements	Awards for licensed providers to meet licensing requirements			\$ 380	\$ -	\$ -	\$ 380	
Annual Conference	Space rental, speakers, and materials			\$ -	\$ 634	\$ -	\$ 634	
<b>Total Supplies &amp; Operating Expenses</b>					<b>\$ 2,065</b>	<b>\$ 1,493</b>	<b>\$ -</b>	<b>\$ 3,558</b>
<b>TOTAL DIRECT COSTS</b>					<b>\$ 30,000</b>	<b>\$ 33,450</b>	<b>\$ -</b>	<b>\$ 63,450</b>
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>					<b>\$ 30,000</b>	<b>\$ 33,450</b>	<b>\$ -</b>	<b>\$ 63,450</b>
Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.								

Indirect Costs					FY 2022
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]					Total Amount Requested from CDHS
Item	Description of Item	ECSB	CSQI	CCR&R	
	No costs shall be reimbursed by CDHS for this category.	\$ -	\$ -	\$ -	\$ -
<b>Total Indirect</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)</b>		<b>\$ 30,000</b>			
<b>TOTAL COLORADO SHINES QUALITY IMPROVEMENT (CSQI)</b>		<b>\$ 33,450</b>			
<b>TOTAL CHILD CARE RESOURCE &amp; REFERRAL (CCR&amp;R)</b>		<b>\$ -</b>			
<b>TOTAL AMOUNT REQUESTED FROM CDHS</b>					<b>\$ 63,450</b>
PERCENTAGE OF BUDGET BY PROJECT					FY 2022
PERCENTAGE OF BUDGET BY PROJECT					Total Percentage
		47%	53%	0%	100%

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

## ADDITIONAL PROVISIONS

### 1. SERVICE PROVISIONS

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

### 2. GOALS AND OBJECTIVES

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

### 3. COPY OF SUBCONTRACT

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

### 4. PAYMENT

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

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

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

## **5. PARTICIPATION**

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

## **6. SUPPLANTING**

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

## **7. BUDGET CHANGES**

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

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

## **8. TRAVEL**

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

**9. SUBRECIPIENT**

Contractors determined to be a Sub-recipient of federal funds shall complete the sub-recipient performance report and assessment survey at: <http://eepurl.com/ccRiDP> upon contract execution. Failure to complete the performance report and assessment survey shall delay payment to the Contractor.

**10. CRITICAL INCIDENT REPORTING**

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

**11. MANDATED REPORTING**

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

**12. GENERAL ACCOUNTING ENCUMBRANCE (GAE)**

There are three types of GAE that shall be utilized for this Contract: Quality Improvement (QI), Expanding Quality in Infant and Toddler Care (EQIT); and Micro Grant (MG). All Early Childhood Councils shall have access to all GAE types. All expenditures against the GAEs require pre-approval from the Program.

**A. QUALITY IMPROVEMENT GENERAL ACCOUNTING ENCUMBRANCE (QI-GAE)**

- 1. Payment for Quality Improvement (QI) to all contractors will be made as incurred, in whole or in part, from the total available funds to be utilized for Quality Improvement that includes: coaching activities and coach training, professional development of staff, purchases of program specific materials, temporary teaching funds, and capital expenditures. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to QI funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of QI funds.
  - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
- 2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion

and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

3. Invoices shall be submitted separately for pre-approved QI expenditures.

a) The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).

**B. EXPANDING QUALITY IN INFANT TODDLER CARE GENERAL ACCOUNTING ENCUMBRANCE (EQIT-GAE)**

1. Payment for Expanding Quality in Infant Toddler Care (EQIT) to all contractors will be made as incurred, in whole or in part, from the total available funds shall be utilized to support the following quality improvement efforts: deployment of the EQ Infant Toddler Specialist Network to provide evidence-based, infant toddler specific professional development, e.g. the Expanding Quality for Infant and Toddler (EQIT) 48-hour course, EQ Relate coaching for individuals completing the EQIT course, and support for the related costs of professional development for current and new infant toddler specialists. To be utilized for EQIT as outlined in **Exhibit A – Statement of Work**. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to EQIT funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of EQIT funds.

a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.

b) Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

c) Invoices shall be submitted separately for pre-approved EQIT expenditures.

d) The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).

2. UP TO RATES (direct and indirect).

The indirect rate should not be bundled within the direct rate of an EQIT activity (course, coaching, data and reporting, etc.). In cases where a Council or fiscal agent charges an indirect rate, these charges should be reflected within the invoice and calculated based on actual expenses. The corrected rates include:

a) \$4,200 per EQIT Course;

b) \$300 per EQIT Course to support data and reporting; and

c) \$27 per hour for EQ RELATE Coaching.

Because this is a cost reimbursement contract, charges for these activities should be based on actual costs, but in no case should charges exceed the amounts noted for each activity.

**3. PROGRAM INCOME**

In cases where an Early Childhood Council is charging fees to EQIT participants, this funding is considered program income. The program income must be documented and the agency must demonstrate how it is spent relative to the program.

**C. MICRO GRANT GENERAL ACCOUNTING ENCUMBRANCE (MG-GAE)**

1. Payment for Micro grants to all contractors shall be made as incurred, in whole or in part, from the total available funds shall be used to support startup costs for licensed child care programs. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to Micro grant funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of Micro grant funds.
  - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
3. Invoices shall be submitted separately for pre-approved Micro Grant expenditures.
  - a) The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).

**EXHIBIT G - Amendment #2 - Supplemental Provisions for Federal Awards**

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

1) Federal Award Identification

- i. Subrecipient: **Gunnison County;**
- ii. Subrecipient DUNS number: **133115220;**
- iii. The Federal Award Identification Number (FAIN) is **CCDF - 2101COCCDF; PDG - 90TP0054;**
- iv. The Federal award date is **CCDF - 04/06/2021 / PDG - 12/27/2019;**
- v. The subaward period of performance start date is **CCDF - 10/01/2020; PDG-12/31/2019** and end date is **CCDF - 09/30/2023; PDG - 12/30/2022;**
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
<b>FY22</b>	<b>CCDF - \$35,529*</b> <b>PDG - \$0*</b>	<b>CCDF - \$35,529*</b> <b>PDG - \$0*</b>  <b>*An appropriation for Quality Improvement (QI); and Expanding Quality in Infant Toddler Care (EQIT) General Accounting Encumbrance (GAE) is subject to appropriated funds not to exceed \$4,793,339 (QI GAE = CCDF - \$4,237,739 and PDG - \$43,200; EQIT GAE = CCDF - \$470,000 and PDG = \$42,400) GAE funds shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12.</b>	<b>CCDF - \$35,529*</b> <b>PDG - \$0*</b>

- vii. Federal award project description: **Child Care and Development Block Grant (CCDF); Colorado Preschool Development Grant (PDG);**
- viii. The name of the Federal awarding agency is **CCDF - Administration for Children & Families; PDG - Department of Health and Human Services, Administration for Children and Families;** the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS); and the contact information for the awarding official is **Erin Mewhinney, Division of Early Care and Learning Director, 1575 Sherman Street, 1st Floor, Denver, CO 80203, erin.mewhinney@state.co.us, 303-866-5008;**

- ix. The Catalog of Federal Domestic Assistance (CFDA) number is **CCDF - 93.575; PDG - 93.434**, name is **CCDF - Child Care and Development Block Grant Act of 1990; PDG - ESSA Preschool Development Grants Birth through Five**, and dollar amount is **CCDF - \$57,622,508; PDG - \$14,884,753**;
  - x. This award is **not** for research & development;
  - xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.
- 2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **the General Provisions, Exhibit A - Statement of Work and Exhibit F - Additional Provisions**.
- 3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **the General Provisions, Exhibit A - Statement of Work and Exhibit F - Additional Provisions**.
- 4) Subrecipient's approved indirect cost rate is **a CDHS negotiated rate of 0 %**.
- 5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **the General Provisions, Exhibit A - Statement of Work and Exhibit F - Additional Provisions**.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

**8) Matching Funds**

If a box below is checked, the accompanying provision applies.

- i.  Subrecipient is not required to provide matching funds.
  - ii.  Subrecipient shall provide matching funds as stated in N/A. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDHS regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDHS that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- i. Election. 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). 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 CDHS. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from CDHS and CDHS approves in advance a program-specific audit.

- ii. Exemption. If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, 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.
- iii. Subrecipient Compliance Responsibility. 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 2 CFR Part F-Audit Requirements.

11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:

- i. 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.”

“During the performance of this contract, the contractor agrees as follows:

- a) The 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.
- b) The 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.
- c) The 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.
- d) The 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.
- e) The 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.

f) In the event of the 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.

g) The 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 the 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.”

- ii. 4.2 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.
- iii. 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.
- iv. 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).

- v. 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.
  - vi. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDHS may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDHS 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 CDHS at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
- 15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDHS may terminate the Contract in accordance with the termination provisions in the Contract.
- 16) **Close Out.** Subrecipient shall close out this Contract within 90 days after the End Date. Contract close out entails submission to CDHS by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. CDHS shall withhold 5% of the allowable costs until all final project documentation has been submitted and accepted by State as substantially complete. If the project has not been closed by the Federal awarding agency within 1 year and 90 days after the End Date due to Subrecipient's failure to submit required documentation that CDHS has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.
- 17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDHS to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Mini Grant Application to Community Foundation of

**Action Requested:** Other Consent no signature required

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Consent for Choice Pass Mini Grant

**Fiscal Impact:** \$3,000

**Submitted by:** Emily Mirza

**Submitter's Email Address:** emirza@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/30/2021

**County Attorney Review:**

Required

Not Required

Comments:

I see no legal issues. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 4/27/2021

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 4/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/4/2021

<b>Choice Pass Parent Education Budget 2021</b>			
<b>Program Budget (01/01/21-12/31/21)</b>	<b>Description</b>	<b>Cost</b>	<b>Notes</b>
<b>Cash</b>			
Youth Programming Coordinator (including hourly and benefits)	16 hrs./month x 12 months = 192 hrs. x \$32/hr.	\$6,144	
Parent Education Meals	8 dinners x \$8 per person x 75 people	\$4,800	
Program Supplies and Adversting (presentation materials, copies, flatware, utensils, software, etc.)		\$500	
Speaker Fees	8 events x \$400	\$3,200	
<b>In-Kind</b>			
Choice Pass Committee Members	10 members x 1 hr. x 12 months x \$25 hr.	\$3,000	Work as the Choice Pass governing board, approximately 1 hour a month spend on parent ed
<b>TOTAL</b>		<b>\$17,644</b>	
<b>Income In Hand (01/01/21-12/31/21)</b>			
Communities That Care (five year cycel)	1/2 youth programming coordinator time/benefits/supplies	\$3,572	
Daniels Fund (one year cycle)		\$4,680	
<b>TOTAL</b>		<b>\$8,252</b>	
<b>Pending Grants</b>			
Daniels Fund (Sept 2021 - August 2022)	1/2 youth programming coordinator time/benefits and meal costs	\$7,800	Review pushed from April 2020 to June 2020 due to COVID-19
CFGV (July 2021 - April 2022)	Meal costs	\$3,000	
<b>TOTAL</b>		<b>\$10,800</b>	
<b>Expenses (01/01/21-04/30/21)</b>			
<b>Cash</b>			
Youth Programming Coordinator	16hrs x 4 months x \$32/hr.	\$2,048	
Parent Education Meals	2 events	\$822.18	
Speaker Fees	3 events	\$2,000.00	
Supplies		\$75.00	
<b>In-Kind</b>			
Committee Members	10 members x 1 hrs. x 4 months x \$25hr	\$1,000.00	
<b>TOTAL</b>		<b>\$5,945</b>	

# Application: Choice Pass

Gunnison County Substance Abuse Prevention Project  
2021 CFGV Community Grants Application

## Summary

**ID:** 7678946999

## CFGV Community Grants Application Narrative

**In Progress** - Last edited: Apr 26 2021

*The Community Grants Application Form captures cover letter and narrative information for each applicant. Please check your spelling, grammar and punctuation. TIP: You can type answers and information in Word initially and then paste in the spaces provided. Formatting from Word (ex. bold, italic, underline) does not always carry over. It's best to add formatting within the application. Use the page tree to the left to navigate between the Narrative and Upload tasks for this application (don't use the "back" button in your browser).*

*Important: While you may go back and change what type of application you are submitting (Project or Operating), keep in mind that some questions in the application will change based on that question! You are also able to login and edit your application up until the deadline at 11:59 pm on May 15, 2021.*

## CFGV Community Grants Application

### Cover Sheet

## General Information

### IMPORTANT:

The word "Applicant" refers to the organization submitting the proposal for itself or one of its departments, or as a fiscal sponsor for a smaller group, or as the lead organization in a collaboration. The "Applicant" is responsible for any funds received, and an authorizing official from this organization must sign the proposal. The word "Group" refers to the entity that is actually undertaking the program(s) described in this proposal. See the Guidelines to learn who signs this application.

Legal Name of Applicant Organization	Gunnison County
Applicant DBA (Doing Business As), if different than legal name	Gunnison County Juvenile Services
Name of Group, if applicable	Choice Pass
EIN (Federal Tax Identification Number)	846000770
Mailing Address of Group	200 E. Virginia Ave
City	Gunnison
State	Colorado
Zip Code	81230
Physical Address	200 E. Virginia Ave
City	Gunnison
State	Colorado
Zip Code	81230
Phone Number	970-641-7612
Website	<a href="http://www.choicepass.net">www.choicepass.net</a>
Year Founded	2010

**Applicant's Contact Person For This Application**

Name	Kari Commerford
Position or Title	Juvenile Services Director
Email	<a href="mailto:kcommerfrod@gunnisoncounty.org">kcommerfrod@gunnisoncounty.org</a>
Phone	970-641-7396

**Group's Contact Person For This Application**

Name	Emily Mirza
Position or Title	Youth Programming Coordinator
Email	<a href="mailto:emirza@gunnisoncounty.org">emirza@gunnisoncounty.org</a>
Phone	970-641-7612

## Grant Request Information

IMPORTANT (contact CFGV if you have questions):

- ALL **501(c)(3) nonprofit organizations** will apply for General Operating support regardless of where they are headquartered;
- **Groups under fiscal sponsorship** will apply for General Operating support;
- **Government entities** will apply for Project support for programs that are primarily grant-funded;
- **Faith-Based Organizations** will apply for Project support for projects/programs that do not require adherence to religious doctrine to participate and are open to all;
- **Collaborations** will apply for Project support.

Grant Request Type	Project (Single Applicant)
Name of Project	Choice Pass Parent Education
Amount Requested (positive number without commas, decimals or dollar signs)	\$3000
Total Project Budgeted Cost:	\$17,644
% Requested (Amount Requested / Total Cash Project Budgeted Cost = % Requested)	17%
Number of local people you serve in a typical year	450
Number of visitors you serve, if relevant	0

**Please give a one sentence synopsis of what the grant will be used for.**

Funding will be utilized to support parent education dinners a cornerstone of Choice Pass.

**Applications must be signed by an individual who is authorized to sign grant proposals on behalf of the Applicant or Group.**

Please use your computer mouse to "draw" signature electronically.

## Signature of Authorized Individual Contact



**Please pick the grant category below that you believe is the best fit for this application.**

If you are applying for program or project support, this refers to your program or project.

**Health and Human Services**

## Narrative

### **Purpose Statement of the Group:**

**Choice Pass Parent Education is housed under the Gunnison County Substance Abuse Prevention Project (GCSAPP) and Choice Pass (CP). The mission of GCSAPP is to utilize evidence-based strategies and community mobilization to reduce substance use by youth in Gunnison County so youth can become healthy, stable and productively involved in their communities.**

**CP takes a three pronged approach to prevention:**

- 1. Successful development and use of CP as a tool for parents and youth serving agencies.**
- 2. Community collaboration and education to support positive youth development.**
- 3. Healthy social norms for middle and high school youth.**

**Whom does the Group serve, what is the need, and why does it matter? Be specific and use numbers where possible. (Max: 125 words)**

**CP parent education directly serves 350 parents, community members, and youth serving professionals. The past year an additional 100 youth attended presentations due to the virtual platform. Indirectly, 550 youth enrolled in the program benefit from parental attendance. Parent education hopes to increase connections between youth and adults in Gunnison County, to increase the number of youth who report having a parent to go to for help, to build parents and trusted adults skills and knowledge about data, trends, and health issues affecting teens, and to build trusted adults in the lives of young people to better help buffer adversity. Overall the goal is to reduce adversity faced by youth through building protective factors in the community.**

**In general, what do you do? (Max: 125 words)**

**CP is a program where youth in our community voluntarily make a pledge with a parent or caregiver to remain substance free and make healthy choices. Youth are celebrated and rewarded by the community for their healthy choices and given positive pro-social opportunities to engage in healthy behaviors. Parents are required to attend one education dinner to learn about a variety of topics affecting teens and how to better engage in difficult conversations with their adolescent.**

**CP aims to reduce past 30 day substance use rates among youth, create prosocial activities for youth, and build connectedness between youth and adults in the community. We work to reduce risk factors and enhance protective factors to increase health outcomes for youth through an upstream approach to prevention.**

**Describe your Project. (Max: 125 words)**

Parent education is scheduled monthly from October-April. Eight different topics are covered through virtual presentations. Topics include but are not limited to substance use, mental health, consent/healthy relationships, media use, gender inclusive spaces, sleep, and adolescent development. An estimate of 30-100 parents and trusted adults attend each event. Youth are encouraged to attend certain events and others are for an adult audience. Online options are available and minimum of one event is facilitated in Spanish. Events are free and provide dinner through restaurant pick-up locations in each end of the valley prior to the event. Families can enjoy a meal and listen to the topic in the safety and privacy of their own home.

**What do you want to achieve? (Max: 50 words)**

Parent education works to build connectedness through a community of likeminded parents and increase difficult conversations between youth and adults. Youth who can identify at least one trusted adult in their life are more likely to respond to adversity and stress with resilience.

**How will you find out whether you have achieved this? (Max: 50 words)**

Annually parents and youth complete the CP survey. Through parent education, CP has been working to close the gap between youth and parents reporting having difficult conversations in the past 12 months about topics including substance use and healthy relationships/consent. This data will continue to be captured in the survey.

**How is the COVID-19 pandemic affecting your Group? (Max: 125 words)**

**Grant funding has become increasingly more competitive to secure with more applicants applying for a heightened need. Leveraging local funding sources greatly supports applications to private, state, and federal funders.**

**We are seeing an increase in youth and adult substance use across Gunnison County. This is innately intertwined with mental health outcomes. Increased need for resources and community education on these topics is apparent.**

**We foresee limits on convening in person for the coming year, therefore we intend to offer events virtually to meet the need. The silver-lining to virtual events is that we are receiving feedback of increased conversations between youth and parents that happen in the safety of their own home. The downfall is the challenge of building a community of likeminded parents.**

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

---

**Agenda Item:** Affiliate Airline Operating Agreement; CommutAir,

---

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

**Parties to the Agreement:** Gunnison County and CommutAir

**Term Begins:** 03/28/2021

**Term Ends:** 3/27/2023

**Grant Contract #:**

**Summary:**

Affiliate airline operating agreement with CommutAir to operate contracted commercial air service for United Airlines at the Gunnison Crested Butte Regional Airport.

**Fiscal Impact:** Landing fees at \$5.35 per 1,000 pounds of weight

**Submitted by:** Stephanie Williams

**Submitter's Email Address:** swilliams@gunnisoncounty.org

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/13/2021

---

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed and approved. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 4/29/2021

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 4/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/4/2021

---

**AFFILIATE AIRLINE OPERATING AGREEMENT**

**GUNNISON-CRESTED BUTTE REGIONAL AIRPORT  
Gunnison, Colorado**

Lessor: **BOARD OF COUNTY COMMISSIONS  
OF GUNNISON COUNTY, COLORADO**  
200 East Virginia  
Gunnison, Colorado 81230  
Facsimile: (970) 641-3061

Lessee: **COMMUTAIR, a registered trade name of CHAMPLAIN ENTERPRISES DE  
LLC (CHAMPLAIN ENTERPRISES, LLC)**  
24950 Country Club Blvd.  
Suite 200, North Olmsted, OH 44070

Dated: March 19, 2021

# TABLE OF CONTENTS

<b>RECITALS</b> .....	1
<b>1. DEFINITIONS</b> .....	1
<b>2. USE OF AIRPORT FACILITIES</b> .....	2
2.1 GRANT OF AIRPORT USE .....	2
2.2 TERMINAL BUILDING AND ADJACENT SPACE .....	2
2.3 ACCESS TO AIRPORT .....	3
2.4 LIMITATION ON USE.....	3
2.5 ACCEPTANCE BY AIRLINE.....	3
<b>3. OBLIGATIONS OF AIRLINE</b> .....	4
3.1 FEES AND CHARGES.....	4
3.2 MISCELLANEOUS OTHER FEES, CHARGES AND REIMBURSEMENTS.....	4
3.3 TERMS AND CONDITIONS OF PAYMENT .....	5
3.4 AIRLINE’S OPERATIONS AS AN AFFILIATE .....	6
3.5 INSURANCE.....	6
3.6 INDEMNIFICATION OF THE COUNTY .....	7
3.7 SECURITY REQUIREMENTS .....	7
3.9 RECORDS AND REPORTS.....	7
3.10 REMOVAL OF DISABLED AIRCRAFT .....	8
3.11 REPORTING OF DELAYS .....	8
<b>4. OBLIGATIONS OF THE COUNTY</b> .....	8
4.1. QUIET ENJOYMENT.....	8
4.2 AIRPORT SECURITY .....	8
<b>5. TERM</b> .....	9
5.1 TERM .....	9
5.2 HOLDING OVER .....	9
<b>6. TERMINATION, SURRENDER AND DAMAGES</b> .....	9
6.1 TERMINATION BY AIRLINE .....	9
6.2 AIRLINE’S DEFAULT AND COUNTY REMEDIES.....	9
<b>7. ASSIGNMENTS AND SUBLETTING</b> .....	10
7.1 ASSIGNMENT AND SUBLETTING.....	10
7.2 SUCCESSORS TO THE COUNTY.....	10
<b>8. OTHER AGREEMENTS</b> .....	10

8.1 COMPLIANCE WITH LAWS, RULES AND REGULATIONS.....	10
8.2 AGREEMENT SUBORDINATE.....	11
8.3 NON-DISCRIMINATION .....	11
8.4 AVAILABILITY OF GOVERNMENTAL FACILITIES.....	12
8.5 FORCE MAJEURE .....	13
8.6 RESERVATION OF COUNTY RIGHTS.....	13
<b>9. MISCELLANEOUS PROVISIONS.....</b>	<b>14</b>
9.1 NO PERSONAL LIABILITY .....	14
9.2 NO EXCLUSIVE RIGHT .....	14
9.3 AIRLINE’S SUBCONTRACTS.....	14
9.4 HEADINGS .....	14
9.5 TIME OF ESSENCE .....	14
9.6 NON-WAIVER.....	14
9.7 LIMITATION OF BENEFIT AND LIABILITY .....	14
9.8 SEVERABILITY .....	14
9.9 EFFECT OF LEASE.....	15
9.10 NOTICES.....	15
9.11 GOVERNING LAW AND VENUE.....	15
9.12 ENTIRE LEASE.....	15
9.13 ATTORNEYS’ FEES .....	15
9.14 MODIFICATION OF LEASE.....	15
9.15 CAPACITY TO EXECUTE.....	15

**EXHIBIT 1**                    Minimum Standards and Requirements  
**EXHIBIT 2:**                Rules and Regulations

**AFFILIATE AIRLINE OPERATING AGREEMENT  
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT  
Gunnison, Colorado**

THIS AFFILIATE AIRLINE OPERATING AGREEMENT (the "Agreement") is made effective as of \_\_\_\_\_, 2021, between the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO, herein called the "County," having an address of 200 E. Virginia Avenue, Gunnison, Colorado 81230, and COMMUTAIR, a registered trade name of CHAMPLAIN ENTERPRISES DE LLC (CHAMPLAIN ENTERPRISES, LLC) herein called the "Airline," having an address of 24950 Country Club Blvd. Suite 200, North Olmsted, OH 44070.

**RECITALS**

The parties recite and declare that:

- A. The County is a political subdivision of the State of Colorado which owns and operates the Gunnison-Crested Butte Regional Airport (the "Airport"), located within and adjacent to the City of Gunnison, Colorado;
- B. Airline is an Affiliate of an airline which has entered into an Airline Operating Agreement and Lease of Airport Facilities with the County, and such airline will provide all terminal and ground handling services for Airline at the Airport; and
- C. Airline is engaged in the business of a public air carrier transporting persons, property, cargo and mail, and in which service and business it desires to use the public airfield facilities of the Airport and common use areas of the terminal building, in accordance with the terms hereinafter set out.

**NOW, THEREFORE**, the County and the Airline hereby agree, each for itself and its successors and assigns, as follows:

**1. DEFINITIONS**

As used in this Agreement, defined words and terms shall have the following meanings:

- 1.1 "Affiliate" means a domestic air transportation company, that (i) is designated as an Affiliate by a Tenant Airline and, (ii) has executed an Affiliated Airline Operating Agreement with the County; and either (a) is controlled by, controlling, or under common control with Tenant-Airline; or, (b) if operating under its own livery, is not selling any seats on an aircraft in its own name and all seats on such aircraft are being sold in the name of Tenant-Airline; or, (c) is operating at the Airport under a shared International Air Transport Association ("IATA") flight designator code with Tenant-Airline at the Airport. No "major" airline, as such term is defined by the U.S. Department of Transportation, and as measured on the date of designation hereunder, may be designated as an Affiliate of a Tenant-Airline, unless such Affiliate is a subsidiary of the same corporate parent as Tenant-Airline".

- 1.2 “Airport” is the Gunnison-Crested Butte Regional Airport located within and adjacent to the City of Gunnison, Gunnison County, Colorado, including the Terminal and other public improvements and facilities located thereon.
- 1.3 “Manager” is the Airport Manager of the Airport as may be designated from time to time by the County, regardless of the title which he or she may be assigned from time to time by the County.
- 1.4 “Air Operations Area” is any area of the Airport used or intended to be used for landing, takeoff or surface maneuvering of aircraft.
- 1.5 “Employees” means Airline’s officers, employees, contractors and/or agents performing activities at the Airport.
- 1.6 “Agreement” is this Affiliate Airline Operating Agreement.
- 1.7 “Ramp” is that portion of the aircraft ramp/apron at the Airport designated by the Manager from time to time for use by air carrier aircraft.
- 1.8 "Tenant Airline" is United Airlines, which has entered into a currently effective Airline Operating Agreement and Lease of Airport Facilities with the County.
- 1.9 “Terminal” is the existing Passenger Terminal Building at the Airport.
- 1.10 “Weight” shall mean the maximum certified landing weight of an aircraft as designated by the Federal Aviation Administration.

## **2. USE OF AIRPORT FACILITIES**

Subject to the terms, conditions and covenants of this Agreement, Airline is granted the following:

- 2.1 Grant of Airport Use. Airline is granted the use of public areas of the Airport, in common with others similarly authorized, together with all public facilities, improvements and services which have been or may hereafter be provided at or in connection with the Airport from time to time, including, but not limited to, the landing field and any extensions thereof or additions thereto, roadways, runways, aprons, taxiways, sewage and water facilities, floodlights, landing lights, beacons, control tower, signals, radio aids and all other conveniences for flying, landings and takeoffs.
- 2.2 Terminal Building and Adjacent Space. Airline is also granted the use of the following space in and adjacent to the Terminal:

- 2.2.1 In common with others, use of the security holding area, baggage claim area, baggage make-up areas, aircraft loading bridges and waiting areas and security screening areas;
- 2.2.2 In common with others, use of portions of the Ramp to permit the taxiing, servicing, loading and unloading of Airline's aircraft, provided, however, that the Airport Manager shall at all times have the right to establish and enforce such non-discriminatory policies or rules as he reasonably deems necessary to control the parking and movement of aircraft on the common aircraft areas. Such rules may prohibit the long-term parking or storage of aircraft, including disabled aircraft, on ramp and apron areas. Long-term parking on a ramp or apron area is hereby defined as parking that exceeds forty-eight (48) consecutive hours. If Airline works in good faith to repair and/or remove a disabled aircraft from a ramp or apron area, but is unable to do so within forty-eight (48) hours, Airline shall not be deemed to have breached the terms of this Section; and
- 2.2.3 In common with others, the use of all public space in the Terminal for Airline, its employees, customers, guests and other invitees, subject to such reasonable policies or rules as the County may establish.

2.3 Access to Airport.

- 2.3.1 Airline, its passengers, invitees, Employees and furnishers of goods or services shall have an unimpeded and unobstructed right of ingress to and egress from Airport. Such access shall be in common with such other persons (including, at the option of the County, the general public) as the County may authorize or permit. The County may, at any time or times, close, relocate, reconstruct, change, alter or modify such means of access, either temporarily or permanently, provided that another reasonably convenient and adequate means of ingress and egress is available for the same purposes.
- 2.3.2 The County may charge the operators of vehicles carrying passengers and property for the privilege of entering Airport property or using the roadways in or on the Airport, parking vehicles on the Airport, soliciting passengers on the Airport, or otherwise operating on the Airport.

2.4 Limitation on Use. Airline's use of the Airport authorized and granted herein shall be limited to the operation of a transportation system by aircraft for the carriage of persons, property, cargo and mail as an Affiliate, as defined in paragraph 1.1 above, of Tenant Airline, as defined in paragraph 1.8 above, including without limitation, the landing, take-off, parking, servicing, repairing, storing and testing of Airline's aircraft.

2.5 Acceptance by Airline. Airline has inspected the Airport and is fully aware of the equipment, location and condition thereof. Airline acknowledges that the Airport is fit for

Airline's use and enjoyment of the rights granted hereunder, and accepts the same in their present "as is" condition.

### 3. OBLIGATIONS OF AIRLINE

3.1 Fees and Charges. Airline agrees to pay the County fees and charges for its use of the Airport, and the services and privileges granted hereunder, according to the following schedule:

3.1.1 For Airport services connected with its operations actually landed at the Airport, Airline shall pay a landing fee based on the Maximum Landing Weight (MLW) of the aircraft landed, which landing fee shall be **\$5.35 per 1,000 pounds** of Weight.

3.1.2 For the use of the Terminal boarding bridges, Airline shall pay **\$100.00** for each operation, which shall be defined as a single landing and take-off combined.

3.1.3 Airline shall pay for any identification badges required for its or its assigns, Employees or subtenants' employees, at a rate established by the County from time to time, and the cost of finger print based FBI background checks in addition to any other requirements of the TSA. The initial badge rate currently charged by the County is \$75.00 per badge. Airline shall also pay fees as established by the County from time to time for the replacement of said badges. When requested by Airline, the County shall issue keys to Airline employees, to provide access to those areas of the Terminal which the County in its discretion deems necessary or appropriate for Airline's activities. Airline agrees to pay the County \$10.00 for each such key issued. If any such key is lost or stolen, Airline agrees to pay the County \$100, plus the actual cost incurred by the County for re-keying the affected locks and producing replacement keys. Airline acknowledges that, depending on the key lost, the cost incurred for re-keying locks and providing replacement keys may be significant.

3.2 Miscellaneous Other Fees, Charges and Reimbursements. Airline agrees to pay to, and/or collect for the County, the following additional fees and charges in connection with the rights and privileges granted hereunder:

3.2.1 Such additional fees or charges as are necessary to reimburse the County for its expenditures required to comply with standards, regulations, orders or directives from the Federal Aviation Administration and/or Transportation Security Administration concerning security, and the County's approved Airport Security Program, to the extent that the federal government is not obligated to provide such reimbursement. To the extent that the Airline provides such services at its own expense, it shall be relieved of any obligation to reimburse the County under this section.

- 3.2.2 Airline agrees to faithfully collect and promptly remit to County (without notice or demand by County and in accordance with FAR Part 158) the proceeds of the County's Passenger Facility Charge ("PFC"), so long as the County has an FAA approved PFC in effect. Except to the extent preempted by FAA regulations, Airline shall pay the County interest for late payment of PFC proceeds to County in accordance with Section 3.3 below. Both Airline and County hereby covenant to fulfill their responsibilities under the terms of FAR Part 158. If legislation and regulations in effect on the date of this Agreement, governing PFCs, use fees, or similar charges on Airline's passengers using the Airport are amended, changed, or eliminated during the term of this Agreement, the County reserves the right to appropriately adjust such charges, levy new charges, revise charges, or implement additional charges as determined by the County to be necessary.
- 3.2.3 Airline shall pay such fuel flow taxes and fees on fuel it purchases from itself or from authorized vendors on the Airport as may be established from time to time by the County, in accordance with payment procedures established by the County.
- 3.2.4 Airline, on behalf of itself and its assigns and subtenants, shall pay its pro rata share of the County's expenses incurred in draining and cleaning the Airport's de-icing holding tank. The present manner of allocating the costs involved is to pro rate the expenses by the percentage of de-icing fluid sprayed onto the Airline's aircraft during the cleaning period involved. After consultation with all airlines serving the Airport the County may alter the formula for allocating the expenses involved, as the County deems appropriate, provided that the allocation formula pro-rates the expenses on a non-discriminatory basis amongst the various users thereof.

### 3.3 Terms and Conditions of Payment.

- 3.3.1. Payment of fees and charges due under this Agreement shall be the primary responsibility of Tenant-Airline, and to the extent invoices are required, they shall be sent by the County to Tenant-Airline. If Tenant-Airline fails or refuses to timely pay any amount due under this Agreement, for any reason whatsoever, then Airline agrees that promptly upon receiving notice from the County it shall pay such amount due.
- 3.3.2. Airline shall provide to the County information required in calculating fees due under paragraphs 3.1.1, 3.1.2, and 3.2.4 of this Agreement, and warrants that all information contained in these reports shall be true and accurate as of the date the same is given. By the fifth (5th) business day of each month during the Agreement term, Airline shall deliver to the County, on a form to be provided by the County, all information required by paragraph 3.11 below, for the previous calendar month. The County will thereafter invoice Airline, by first invoicing Tenant-Airline, the appropriate fee for the previous month, which amount shall be paid within twenty (20) days following billing by the County.

- 3.3.3. If the County incurs costs or other amounts which must be reimbursed by Airline, or if any other amounts become due to County under this Agreement, Airline shall pay or reimburse such amounts by the last day of the month following receipt by the Airline of a statement or invoice itemizing such costs.
- 3.3.4. Payments shall be made to the Gunnison County Finance Office, 200 East Virginia, Gunnison, Colorado 81230, and shall be made payable to the "Gunnison County Treasurer." Any check or other order shall be accepted subject to collection and the Airline agrees to pay any bank charges made for the collection of any such check.
- 3.3.5. In the event that any rental, fee or charge set forth in this Agreement shall not be paid to the County within the calendar month of the due date, Airline agrees to pay a late charge equal to one percent (1%) per month on the unpaid balance, accruing from the due date until paid.

3.4 Airline's Operations as Affiliate.

- 3.4.1 Airline is operating at the Airport as an Affiliate of Tenant Airline. Notwithstanding any other provision herein to the contrary, this Agreement shall terminate and be of no further force or effect upon the expiration or sooner termination of Tenant Airline's lease with the County.
- 3.4.2 Unless Airline has entered into and is operating at the Airport under a separate Airline Operating Agreement and Lease of Airport Facilities with the County, Tenant Airline has agreed (A) to be primarily responsible for and timely pay any and all rentals, charges and fees incurred by Airline in connections with its operations at the Airport; (B) to be primarily responsible to file any reports required by this Agreement with respect to the operations of Airline at the Airport, and (C) to indemnify and hold the County harmless against all claims, demands, suits and liability for injuries to persons or damage to property (including attorney's fees and costs incurred by the County) which are caused in whole or part by Airline's intentional and/or negligent operations at or upon, or use of the Airport, except to the extent that such injuries or damage are caused by the negligence or misconduct of the County. Notwithstanding the above, Airline shall be jointly and severally liable to the County for all obligations under this Agreement, including but not limited to those set forth above.
- 3.4.3 Airline is not granted any rights to occupy any exclusive or preferential premises in the Terminal. Airline shall enter into an agreement with Tenant Airline for Airline's operations in the Terminal, and the existence of such an agreement shall be a prerequisite to the County's performance under this Agreement.

3.5 Insurance. Airline shall have the obligation to maintain, during the Term of this Agreement and at Airline's expense, aircraft liability insurance and comprehensive general form liability

insurance, covering bodily injury, personal injury, property damage, products/completed operations liability, premises liability and contractual liability, with liability limits of at least those set forth in the County's Minimum Standards and Requirements of Commercial Aeronautical Activities (the "Minimum Standards") at the Airport, as the same now exist or as they may be hereafter amended after notice to Airline. A copy of the Minimum Standards is annexed to this Agreement at **Exhibit 1**. Said aircraft liability shall be applicable to owned, non-owned, and hired aircraft, and aircraft operations at or upon the Airport. As required by the Minimum Standards, each insurance policy shall include an endorsement naming the County as an additional insured and provide that any changes to or cancellations of coverage requires ten (10) days advance written notice to the Airport Manager. Airline may insure in such amounts as Airline shall deem appropriate with respect to any other risk. Airline shall also maintain worker's compensation insurance or evidence of self-insurance, in accordance with the laws of the State of Colorado, covering all its employees who may from time to time be at the Airport in such capacity. Airline shall furnish current certificates of insurance to the County within 30 days of executing this agreement.

- 3.6 Indemnification of the County. Airline agrees to indemnify the County against all liability for injuries to persons, fines, penalties or damages caused by Airline's intentional and/or negligent operations at or upon the Airport, or violation of, or failure to perform, any term or condition of this Agreement, except to the extent that such injuries or damage are caused by the negligence or willful misconduct of the County or third parties not contractually related to Airline or related to conditions existing prior to Airline's occupancy of the Airport.
- 3.7 Security Requirements. Airline shall comply with applicable provisions of the County's Airport Security Program.
- 3.8 Records and Reports. Airline agrees that it shall keep, or cause to be kept, true, accurate and complete records of Airline's activities conducted at the Airport, upon which reports required below and in Subparagraph 3.3.2 above are based on, for a period of three (3) years after the activity conducted, and shall permit the County to inspect the same at all reasonable times. In order to assist the County in determining the monthly landing and other fees owed to the County by Airline, Airline hereby agrees to provide, to the best of the Airline's ability to do so, in writing, to the County, on or before the fifth (5th) day of each month, the following information:
  - 3.8.1 Aircraft landing reports listing by date or dates the number and kind of aircraft landed by the Airline at the Airport during the preceding month, and showing the Weight of each such aircraft, and the calculation of landing fees due the County for said month;
  - 3.8.2 Enplaned passenger report showing the monthly total of revenue passengers enplaned on the Airline's aircraft at the Airport each month;

- 3.8.3 Enplaned and deplaned freight report showing separately the monthly total weight in pounds of freight enplaned and deplaned on the Airline's aircraft at the Airport each month;
  - 3.8.4 Gallons of de-icing fluid dispensed onto aircraft owned and/or operated by Airline, its subtenants, Affiliates or assigns at the Airport during the preceding month; and
  - 3.8.5 Such other information as may be reasonably requested from time to time by the County in writing, to enable the County to compute the various fees and charges owed hereunder and to manage and market the Airport.
- 3.9 Removal of Disabled Aircraft. Airline shall promptly remove any of its disabled aircraft from any part of the Airport, including, without limitation, runways, taxiways, aprons and gate positions, but excluding storage areas designated by the Manager, and place any such disabled aircraft in such storage areas as may be designated by Manager. Airline may store such disabled aircraft only for such length of time and on such terms and conditions as may be established by the Manager. If Airline fails to remove any of its disabled aircraft promptly, County may, but shall not be obligated to, cause the removal of such disabled aircraft, provided, however, the obligation to remove or store such disabled aircraft shall not be inconsistent with federal and state laws and regulations. Airline agrees to reimburse County for all costs of such removal. Airline further releases County from any and all claims for damage to such disabled aircraft or otherwise arising from or in any way connected with such removal by the County.
- 3.10 Reporting of Delays. Airline shall promptly notify the County of any anticipated delays on arrivals or departures greater than one-half hour. Failure to so notify the County of any delays shall result in additional rent payable by Airline in the amount of \$250 per hour, pro-rated on 15-minutes intervals. Such additional rent is not a penalty, but is the agreed estimated value of additional County services provided with respect to scheduled arrivals and/or departures should the County not be informed of delays.

#### **4. OBLIGATIONS OF THE COUNTY**

- 4.1 Quiet Enjoyment. The County covenants that on paying the fees and charges and performing the covenants herein contained, Airline shall peacefully and quietly have, hold and enjoy the rights granted herein for the agreed Term.
- 4.2 Airport Security. The County shall provide special security in the Air Operations Area necessary or reasonably appropriate to meet the obligations of the County, if any, in accordance with the provisions of applicable federal regulations as they exist on the date of this Agreement. Subject to recovery of costs, as set forth in this Agreement, the County shall provide such additional security measures as are imposed upon it by future federal regulations.

## 5. TERM

- 5.1 Term. Subject to earlier termination as hereinafter provided, the term of this Agreement shall be a two (2) year period commencing March 28, 2021 and ending March 27, 2023 (the "Term").
- 5.2 Holding Over. Holding over at the end of the Term shall not be construed to be the granting or exercise of an additional term, but shall create only a month-to-month term, under the other terms and conditions of this Agreement, which may be terminated by either party upon 30-days notice to the other. During any such month-to-month term the fees and charges payable by Airline shall be at rates that are then being paid by other air carriers operating at the Airport under then current Agreements, or if no such Agreements are in effect, at rates set forth in the County's then-current Rate Resolution.

## 6. TERMINATION, SURRENDER AND DAMAGES

- 6.1 Termination by Airline. Airline may terminate this Agreement at any time with a written notice specifying an early termination date, which date shall not be less than thirty (30) days from the date of delivery of said notice to the County. In such event, this Agreement shall terminate on the date specified in the notice, provided that Airline is not then in default under the terms of this Agreement and all amounts due and owing to the County are fully paid on and to the termination date specified. If Airline continues to provide service after the date specified, is in default hereunder or otherwise continues to owe monetary obligations to the County on said date, Airline's obligations under this Agreement shall not terminate, but shall continue during the term.
- 6.2 Airline's Default and County Remedies.
- 6.2.1 Airline shall be in default under this Agreement in the event of any of the following:
- 6.2.1.1 Appointment of a receiver or trustee of Airline's assets;
  - 6.2.1.2 Default by Airline in the performance of any covenant or agreement herein required to be performed by Airline, other than the payment of money or the occurrence of the events described in this paragraph, and failure of Airline to remedy such default for a period of thirty (30) days after delivery of written notice to remedy the same; or
  - 6.2.1.3 Default by Airline in the performance of any covenant or agreement herein required to be performed by Airline, other than the payment of money or the occurrence of the events described in this paragraph, and failure of Airline to remedy such default for a period of thirty (30) days after delivery of written notice to remedy the same, or for matters

that cannot reasonably be remedied within that time, failure of Airline to commence within thirty (30) days actions to remedy such default; or

- 6.2.2 In the event of default, the County may, at its option, in addition to other remedies, and with or without terminating this Agreement, take possession of so much of Airline's personal property located on the Airport as is reasonably necessary to secure payments of the amounts due and unpaid, to the extent that no other creditor has a senior perfected lien in such property. The County shall be entitled to such other and further relief as may be available at law or equity. In the event of Airline's default, the County need not elect remedies, but may pursue any combination of remedies available to it at law or equity.

## 7. ASSIGNMENTS AND SUBLETTING

- 7.1 Assignments and Subletting. Airline shall not at any time assign its rights under this Agreement.
- 7.2 Successors to the County. The rights and obligations of the County under this Agreement may be assigned by the County at its option, and without the necessity for the concurrence of the Airline in any such assignment.

## 8. OTHER AGREEMENTS

- 8.1 Compliance with Laws, Rules and Regulations.
- 8.1.1 Airline shall obtain and pay for all licenses, fees, permits or other authorization or charges as required under federal, state or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder. Airline shall also pay all taxes lawfully imposed upon it with respect to its property or operations on the Airport.
- 8.1.2 Airline shall, at all times, obey and comply with all applicable existing and future laws, rules and regulations and binding directives adopted by federal, state, local and other governmental bodies and applicable to Airline and/or its operations and/or activities on or from the Airport. Airline agrees to abide by and be subject to reasonable and nondiscriminatory requirements in (a) Sections 1.1 through 1.3, 1.7 (*with the exception of subsection 1.7.4*), 1.10 and 1.11 of the Minimum Standards, and (b) rules and regulations which are now, or may from time to time be, lawfully promulgated by the County and/or other agencies with authority concerning management, operation or use of the Airport, provided that such Minimum Standards and County rules and regulations do not conflict with this Agreement or with applicable federal or state laws or regulations. Further, County agrees to give Airline written notice of any amendments to such Minimum

Standards or Airport rules and regulations in order to provide Airline with a reasonable opportunity to comment on such amendments prior to adoption. A copy of the Airport's existing Rules and Regulations relating to operations at the Airport are annexed to this Agreement as **Exhibit 2**.

- 8.1.3 Without limiting the foregoing, Airline agrees to utilize the Airport, and all improvements thereon, in compliance with applicable regulations of the Federal Aviation Administration (FAA), the Environmental Protection Agency (EPA), the Occupational Health and Safety Administration (OSHA), and the Transportation Security Administration (TSA), including those embodied in 49 CFR Part 1542, as they now exist or as they may hereafter be amended, which regulations are specifically incorporated and made a part of this Agreement, and the County's minimum fuel standards, air operations area safety procedures, and operational rules, as the same now exist or may be amended from time to time. If there is any inconsistency between the terms of this Agreement, and the terms of such procedures, standards or rules, the terms of this Agreement shall control. Notwithstanding the foregoing, under no circumstances shall Airline be required to comply with any requirements that conflict with applicable federal or state laws or regulations.
- 8.1.4 Airline agrees to comply with all verbal and written directives of the Manager regarding Airline's use of the Airport's airfields and ramps, and other common areas on the Airport, provided, however, that an such directive shall not be inconsistent with any express provision of this Agreement. Airline hereby agrees to only use propylene glycol as a de-icing agent, or such other de-icing agent as may be authorized by the County in the future, which authorization will not be unreasonably withheld.
- 8.1.5 Nothing herein shall limit the right of Airline to challenge any rule, regulation, or standard, or the application of such rule or regulation to Airline, or to seek any legal or equitable remedy.
- 8.2 Agreement Subordinate. This Agreement shall be subordinate to any existing or future agreement between the County and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition to the expenditure of federal funds for development of the Airport. If such an agreement is entered into between the County and the United States, the parties agree to execute an amendment to this Agreement so as to remove any material inconsistencies between this document and any agreement with the United States.
- 8.3 Non-Discrimination.
  - 8.3.1 Airline agrees that in its operations under this Agreement (1) no person on the grounds of race, color, religion, sex, age, handicap, disability or national origin shall be unlawfully excluded from participation in, denied the benefits of, or otherwise be

subjected to discrimination in the use of the Airport; or excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in services at the Airport; and (2) Airline shall operate at the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations now exist may be amended.

- 8.3.2 Airline shall furnish its services on a fair, equal, and not unjustly discriminatory basis to all users thereof without unjust discrimination on the basis of race, creed, color, religion, sex, age, national origin, or handicap, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.
- 8.3.3 Non-compliance with subparagraphs 8.3.1 or 8.3.2 above, after written finding, shall constitute a material breach of this Agreement, and in the event of such non-compliance, the County shall have the right to terminate this Agreement without liability, or at the election of the County or the United States, either shall have the right to judicially enforce said subparagraphs.
- 8.3.4 Airline agrees that it shall undertake an affirmative action program, if and as may be required by 14 CFR Part 152, Subpart E, to ensure that no person shall be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E on the grounds of race, creed, color, religion, national origin, age, handicap, or sex. Airline assures that it shall require that its covered sub-organizations provide assurances to Airline that they similarly shall undertake affirmative action programs and that they shall require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- 8.3.5 This Agreement is also subject to the requirements of the US Department of Transportation's regulations, 49 CFR Part 23, subpart F. Airline agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, age, religion, sex or handicap, in connection with the award or performance of any operating agreement covered by 49 CFR Part 23, subpart F. Airline further agrees to include the preceding statements in any subcontracts at the Airport that it enters into and to cause those businesses to similarly include the statements in further sub-agreements, as required by FAA rules, regulations and directives.

8.4 Availability of Governmental Facilities. In the event that air navigation aids or other facilities now or hereafter supplied by the United States and needed for Airline's operation at the Airport are discontinued, the County shall have no obligation to furnish such aids or facilities.

- 8.5 Force Majeure. Neither the County nor Airline shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of aircraft or fuel or tires as the direct result of governmental decree, acts of God, acts of the public enemy, acts of superior governmental authority, weather condition, riots, rebellion, sabotage or any other circumstances for which it is not responsible and which is not under its control. Provided, however, that nothing in this paragraph shall relieve Airline of the obligation to timely pay all fees and charges due under this Agreement.
- 8.6 Reservation of County Rights. Notwithstanding anything herein to the contrary, the County reserves the following rights:
- 8.6.1 The right to protect the aerial approaches of the Airport against obstruction, including the right to prohibit Airline from erecting, or permitting to be erected, any building or other structure which would, in the reasonable judgment of the County, constitute a hazard to aviation.
  - 8.6.2 During time of war or national emergency, the right to lease the Airport or any part thereof, to the United States Government for military purposes, and in the event of such lease to the United States for military purposes, the provisions of this Agreement shall be suspended insofar as such provisions may be inconsistent with the provisions of the Agreement to the United States.
  - 8.6.3 The right to utilize all or a portion of public airfield and any other parts of the Airport, should an emergency or other unforeseen circumstance arise at the Airport, and should the County determine, in its sole but reasonable discretion, that the County needs to utilize all or a portion of the same, or other areas of the Airport, for media, communications, first aid, or other purposes, during the pendency of said emergency or other unforeseen circumstance. Airline shall not be entitled to any damages, including lost profits or revenues from the County, as a result of the County's utilization of any areas of the Airport during the emergency or unforeseen circumstances, and Airline shall continue to owe the County all landing fees and other fees and charges that accrue during said period.
  - 8.6.4 The right to grant other agreements, licenses, permits or rights to occupancy or use of the Airport so long as such other grants do not unreasonably interfere with or impair Airline's rights hereunder. The right to direct changes in the way Airline conducts its Airport operations in the event that the County determines, in the exercise of its reasonable judgment, that one or more aspects of Airline's method of operation is unreasonably interfering with the lawful and proper occupancy or use by others of the Airport.
  - 8.6.5 The right to further develop and/or improve the Airport as the County deems appropriate, without interference or hindrance by Airline, and the County shall have no liability hereunder to Airline by reason of the same.

8.6.6 Prior to taking any such action which would adversely affect the operations of the Airline, the County agrees to consult with the Airline's local and/or designated representative; provided, however, that this shall not preclude the County from taking any action it deems necessary for the immediate protection of persons or property or which is necessitated by circumstances which the Manager or other authorized person reasonably believes to be a threat to the general welfare.

## 9. MISCELLANEOUS PROVISIONS

- 9.1 No Personal Liability. No director, officer or employee of either party shall be held personally liable under the terms of this Agreement.
- 9.2 No Exclusive Right. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right as prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and the County reserves the right to grant to others the privilege and right of conducting any one or all of the aeronautical activities specified herein, or any other activities of an aeronautical nature.
- 9.3 Airline's Subcontracts. The requirements of this Agreement shall apply to Airline's approved subcontractors hereunder, and Airline shall ensure that such subcontractors agree to and comply with the obligations of these enumerated paragraphs to the same extent required of Airline.
- 9.4 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.
- 9.5 Time of Essence. Time is of the essence in this Agreement.
- 9.6 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.
- 9.7 Limitation of Benefit and Liability. 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. No director, officer, official or employee of either party shall be held personally liable under the terms of this Agreement.
- 9.8 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 County or Airline in their rights and obligations contained in valid covenants, conditions or provisions.

- 9.9 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 the County and the permitted assigns of Airline.
- 9.10 Notices. Notices provided for in this Agreement shall be sufficient if sent by First Class Mail and Certified Mail, Return Receipt Requested, postage prepaid, to a party at its address set forth above or to such other addresses as the parties may from time to time designate to the other in writing. Notices sent in such manner shall be deemed to have been delivered on the date of mailing.
- 9.11 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Any action to enforce or interpret this Agreement shall be brought in a court in and for Gunnison County, Colorado, or in the United States District Court for the District of Colorado.
- 9.12 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.
- 9.13 Attorneys' Fees. In any action to enforce or interpret the provisions of this Agreement, the court may award reasonable attorney fees and costs to the prevailing party.
- 9.14 Modification of Agreement. This Agreement may not be altered, modified or changed in any manner whatsoever except by a writing signed by all parties hereto.
- 9.15 Capacity to Execute. The County and Airline each warrant and represent to one another that this Agreement constitutes the legal, valid and binding obligation of that party.
- 9.16 No Waiver of Immunity. Nothing in this Agreement shall be deemed a waiver of any protections available to the County under the Colorado Governmental Immunity Act, or any similar and applicable statutory provision.

*[signatures appear on following page]*

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

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

By: \_\_\_\_\_  
Jonathan Houck, Chairperson

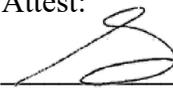
\_\_\_\_\_  
Roland Mason, Commissioner

Attest:

\_\_\_\_\_  
Elizabeth Smith, Commissioner

\_\_\_\_\_  
Katherine Haase  
Deputy Clerk

 Sean Frick  
Sr. Vice President & CFO  
\_\_\_\_\_  
COMMUTAIR, a registered trade name of,  
CHAMPLAIN ENTERPRISES DE LLC  
(CHAMPLAIN ENTERPRISES, LLC)

Attest:  
 Gary Nunley, Jr.  
Director, Airport Operations  
\_\_\_\_\_  
COMMUTAIR, a registered trade name of,  
CHAMPLAIN ENTERPRISES DE LLC  
(CHAMPLAIN ENTERPRISES, LLC)

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

---

**Agenda Item:** Grant Acceptance Letter; Early Milestones Colorado

---

**Action Requested:** County Manager Signature

**Parties to the Agreement:** Early Milestones Colorado

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Acceptance Letter for \$90,000 grant for Health and Human Services on behalf of the ECC to address improve early childhood workforce retention.

**Fiscal Impact:** \$90,000

**Submitted by:** Margaret Wacker

**Submitter's Email Address:** mwacker@gunnisoncounty.org

---

**Finance Review:**

Required

Not Required

Comments:

This is a new grant will need to do budget amendment to add to budget.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/30/2021

---

**County Attorney Review:**

Required

Not Required

Comments:

I see no legal issues. MRH

Reviewed by:

Discharge Date: 4/28/2021

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 4/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/4/2021

---

April 26, 2021

Lana Athey  
Gunnison-Hinsdale Early Childhood Council  
200 N. Spruce St.  
Gunnison, CO 81230  
lathey@gunnisoncounty.org

Re: Early Childhood Workforce Innovation Grants

Dear Lana,

Congratulations! Your partnership has been selected to receive an Early Childhood Workforce Innovation Grant to fund the Elevate the Workforce project. **As acknowledgement of receipt and acceptance of this award letter, please have an authorized agent sign the attached signature page and return it to Kacee Miller ([kmiller@earlymilestones.org](mailto:kmiller@earlymilestones.org)).**

As the lead agency, your organization will receive \$90,000 for the grant period June 1, 2021 – May 31, 2022. We would like to emphasize that this award entails a collaboration that includes substantial involvement among Innovation Grant Partners, Early Milestones Colorado (Milestones), Mathematica Policy Research (Mathematica), and the Initiative Advisory Team. These funds may be used to cover expenses related to work outlined in your proposal and the required grant activities detailed below.

#### **EARLY MILESTONES COLORADO'S ROLE**

Milestones is the lead agency for Transforming the Early Childhood Workforce in Colorado Initiative and your primary point of contact for your grant. Importantly, we are here to learn with you and provide support to ensure the best chance of project success.

#### **CONTRACT AND FISCAL SPONSORSHIP**

Rose Community Foundation will serve as the fiscal sponsor for the grantmaking effort, which means your grant funds and contract will come from this foundation. The foundation will email you a grant agreement in the coming weeks. Please sign and return the grant agreement to Rose Community Foundation to receive the grant funds. ***Your contract may not be fully executed until after June 1, 2021; however, you may begin spending against the grant to conduct allowable activities starting on June 1, 2021 and after submission of this signed award letter.***

#### **PAYMENT SCHEDULE**

The grant award will be split into two payments. Upon the execution of your grant agreement, Rose Community Foundation will disburse \$67,500. The remaining funds will be released in December 2021, upon successful progress of the work and participation in required grant activities, including reporting.

#### **GRANT REQUIREMENTS**

Lead agencies must agree to the following grant requirements.

##### 1. Reporting.

- **Bi-weekly Updates:** Lead agencies will be expected to provide bi-weekly updates on the project. Reporting tools will be available in June and will be tailored to the information provided in your Project Strategies and Outcomes Worksheet. Bi-weekly check ins will be used to (1) to ensure that you receive technical

assistance and support tailored to the project’s needs, (2) to facilitate continuous quality improvement, (3) to document and share grant-specific learning, and (4) to contribute to Initiative-wide learning and sharing.

- Quarterly Expenditure Reports: Lead agencies will be expected to submit a quarterly expenditure report, using a provided template. These are due September 30, 2021; December 15, 2021; March 31, 2022; and a final report on June 30, 2022.
  - Final Report: Lead agencies will be expected to submit a final report by June 30, 2022, including a report on grant activities, outputs, outcomes, and expenditures.
2. Collecting and Sharing Project and Workforce Data (not personally identifiable) to show grant progress and outcomes and/or to help evaluate the success of the larger Initiative.

3. Technical Assistance Efforts, Including Monthly Phone Calls.

Project partners will be expected to participate in technical assistance around the use of data for rapid, iterative improvement. Mathematica Policy Research will be partnering with Milestones in this effort and will provide support based on their Learn, Innovate, Improve (LI<sup>2</sup>) model, which has been used with organizations around the country and specifically with the 2018, 2019, and 2020 Early Childhood Workforce Innovation Grants recipients.

While the structure of the work with Mathematica will vary by project, project partners will be expected to participate in monthly phone calls with Mathematica and Milestones.

4. Participation in a Learning Community.

Project partners will be expected to participate in a learning community, which will include at minimum a series of virtual meetings (June 2021) and regular phone calls for cross project sharing and learning.

5. Participation in Evaluation Activities. Project partners may be asked to participate in additional activities to evaluate the larger Initiative.

**TIMELINE OF ACTIVITIES**

Below is a timeline of upcoming activities in which you will be expected to participate. More details and final dates will be available later in May.

<b>Date</b>	<b>Activity</b>
May 12, 2021 @ 1:00 pm	All Grantee Webinar
June 2021: Time TBD	Kick-off calls with Milestones and Mathematica (individual projects)
June 2021 Dates TBD	All Grantee Virtual Convening
June 2021 – May 2022	<ul style="list-style-type: none"> <li>• Monthly calls with Milestones and Mathematica</li> <li>• Monthly cross- grantee meetings</li> </ul>

We are excited to be working with you, and we look forward to a successful collaboration. And, again, congratulations!

Kacee Miller  
Project Director  
Early Milestones Colorado  
[kmiller@earlymilestones.org](mailto:kmiller@earlymilestones.org)  
303.947.1836 (cell)

Courtney Thornton  
Project Manager  
Early Milestones Colorado  
[cthorton@earlymilestones.org](mailto:cthorton@earlymilestones.org)  
720.923.5561

I accept and agree to activities outlined in this letter.

Lead Agency:     Gunnison County    

Name:   Matthew Birnie   Title:     County Manager    

Signature: \_\_\_\_\_

# Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

April 29, 2021 – June 30, 2021  
As of 4/29/2021

## Board of County Commissioners

1. [BOCC Regular Meeting](#)  
May 4, 2021, All Day @ BOCC Boardroom  
[More Details](#)
2. [Mayors & Managers Meeting - Hosted by Gunnison Valley Health](#)  
May 6, 2021, 12:00 PM - 1:30 PM  
[More Details](#)
3. [BOCC Work Session](#)  
May 11, 2021, All Day @ BOCC Boardroom  
[More Details](#)
4. [BOCC Regular Meeting](#)  
May 18, 2021, All Day @ BOCC Boardroom  
[More Details](#)
5. [BOCC Work Session](#)  
May 25, 2021, All Day @ BOCC Boardroom  
[More Details](#)
6. [BOCC Regular Meeting](#)  
June 1, 2021, All Day @ BOCC Boardroom  
[More Details](#)
7. [Mayors & Managers Meeting - Hosted by Western Colorado University](#)  
June 3, 2021, 12:00 PM - 1:30 PM  
[More Details](#)
8. [BOCC Work Session](#)  
June 8, 2021, All Day @ BOCC Boardroom  
[More Details](#)
9. [BOCC Regular Meeting](#)  
June 15, 2021, All Day @ BOCC Boardroom  
[More Details](#)
10. [BOCC Work Session & Special Meeting](#)  
June 22, 2021, All Day @ BOCC Boardroom  
[More Details](#)

## Gunnison-Hinsdale Board of Human Services

1. [Gunnison-Hinsdale Board of Human Services Meeting](#)  
June 15, 2021, All Day @ BOCC Boardroom  
[More Details](#)

## Gunnison County Organization

1. [Holiday - Memorial Day - Offices Closed](#)  
May 31, 2021, All Day  
[More Details](#)

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Public Hearing; Gunnison County On-Site Wastewater

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Staff is proposing a Resolution to adopt amendments to the Gunnison County OWTS Regulations that were previously discussed in the BoCC work session on February 23, 2021.

**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

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 4/30/2021

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 4/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 5/4/2021

**BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY  
RESOLUTION NO: 2021-\_\_\_\_**

**A RESOLUTION AMENDING THE GUNNISON COUNTY ON-SITE WASTEWATER  
TREATMENT SYSTEM REGULATIONS**

WHEREAS, on July 1, 2014, the Board of County Commissioners of the County of Gunnison, Colorado (herein the "Board") adopted the "Gunnison County On-site Wastewater Treatment System (OWTS) Regulations" through Resolution No: 14-17; and

WHEREAS, the Gunnison County Environmental Health Board has reviewed and recommended to the Board adoption of the proposed amendments to the Gunnison County OWTS Regulations; and

WHEREAS, the State of Colorado Water Quality Control Division has reviewed the proposed amendments to the Gunnison County OWTS Regulations pursuant to section 43.4(A)(2)(a) of the On-site Wastewater Treatment Systems Regulation 5 CCR 1002-43 (Regulation 43) and found no inconsistencies or conflicts in the proposed amendments with regard to the OWTS Act, Article 10 of Title 25, C.R.S. or Regulation 43; and

WHEREAS, the Board has determined that the proposed amendments to the Gunnison County OWTS Regulations are in the best interest of public health, safety and welfare of the citizens of Gunnison County; and

WHEREAS, a public hearing on this matter was held by the Board on the fourth day of May, 2021; and

WHEREAS, notice of the public hearing was given at least 20 days in advance; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that following amendments to the Gunnison County OWTS Regulations are hereby adopted for the unincorporated area of Gunnison County on or after the effective date below:

1. Amendments to the Gunnison County OWTS Regulations, as set forth in Appendix "A" attached hereto and incorporated herein, consisting of two (2) pages

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

## Appendix A: Amendments to the Gunnison County OWTS Regulations

Concerning enforcement of septic installer and cleaner licenses:

### Section 4: Regulation of OWTS Installer and OWTS Cleaners:

Revision to Section 4.A.4.a.:

An OWTS Installer or Cleaner's license may be revoked for failure to comply with these Regulations. Revocation shall take place only after a hearing before the ~~Board~~Environmental Health Board, whose decision may be appealed on the record to the Board. The license holder shall be given not less than ten (10) days' notice of the hearing and may be represented at the hearing by counsel. Upon issuance of a decision by the Environmental Health Board for any such license revocation, such license shall be revoked for a period no less than 90 days unless the decision is appealed to and overturned by the Board.

Revision to Section 4.A.4.c.:

A person who has previously had a license revoked may be denied renewal by the ~~Board~~Environmental Health Board, whose decision may be appealed on the record to the Board.

### Appendix B: Gunnison County Environmental Health Board:

Revision to Appendix B.1.c:

In addition to the powers as the Board may grant from time to time, the Environmental Health Board shall consider and decide on the following matters ~~at a Public Hearing~~:

- (1) ~~At a Public Hearing, A~~pplications for a variance in accordance with Section 4.Q. of the Gunnison County OWTS Regulations.
- (2) ~~At a Public Hearing, R~~quests for product development permits in accordance with Section 4.M. of the Gunnison County OWTS Regulations.
- ~~(2)~~(3) Enforcement of an OWTS Installer or Cleaner license in accordance with Section 4.A.4.

Revision to Appendix B.1.d.:

The Environmental Health Board shall serve as the initial review body for the following matters, and shall provide recommendations to the Board:

- ~~(1) Revocation of OWTS Installer and Cleaner licenses;~~
- ~~(2)~~(1) OWTS Regulations; and
- ~~(3)~~(2) OWTS Special Districts.

Concerning a plan review fee:

Appendix A: OWTS Fees and Licensing Fees:

- Add a new fee for plan revisions of \$150.00.

Concerning correction and clarification of Appendix B.2.d.:

A quorum of the Environmental Health Board ~~shall consist of five members~~ is three members. The Environmental Health Board consists of five regular members and two alternates. A concurring vote of three members shall be necessary to grant an appeal or approve a decision.

Concerning grammatical and reference errors:

- Correct spelling for the definition of *systems contractor*.
- Section 3.M.5.a. references Section 4.Q.1. instead of the correct Section 3.M.1.
- Section 10.I.2., 3<sup>rd</sup> sentence correct grammar.
- Change the reference in Appendix B.1.c.(1) to 3.M.
- The reference in Appendix C.F. should be to E and not F.



**COLORADO**  
Department of Public  
Health & Environment

March 3, 2021

Crystal Lambert, Building and EH Official  
221 N. Wisconsin  
Suite D  
Gunnison, CO 81230

Subject: Pre-Local Adoption Review of Proposed Regulation - Acceptance  
On-site Wastewater Treatment System Regulations  
Gunnison County

Dear Ms. Lambert:

The Water Quality Control Division (Division) has received and reviewed the proposed revisions to the Gunnison County On-site Wastewater Treatment System Regulations (local regulation), received by the Division on February 11, 2021. The Division's review of this document was conducted pursuant to section 43.4(A)(3)(a) of the On-site Wastewater Treatment System Regulation 5 CCR 1002-43 (Regulation 43).

The Division found no inconsistencies or conflicts in the proposed revisions to the local regulation with regard to the On-site Wastewater Treatment Systems Act (Act) Article 10 of Title 25, C.R.S. or Regulation 43. The Division has no objections to the local regulation on that basis.

Section 43.4(A)(3)(e) of Regulation 43 requires local regulations to be transmitted to the Division no later than five days after final adoption and become effective 45 days after final adoption unless the Division notifies the local board of health before the forty-fifth day that the local regulations or any portions of the local regulations are not as stringent as the OWTS Act or Regulation 43. Only after the Division has determined that the local board of health's revised regulations comply with the OWTS Act and Regulation 43 may the local board of health's revised regulations take effect and be published [Section 43.4(A)(3)(e)].

If you have any questions regarding the Division's review or findings, please contact me at (303) 692-2366 or [chuck.cousino@state.co.us](mailto:chuck.cousino@state.co.us).

Sincerely,

**Charles Cousino** Digitally signed by Charles Cousino  
Date: 2021.03.03 15:31:04 -07'00'

Charles J. Cousino, REHS  
On-site Wastewater Treatment System Coordinator  
Engineering Section  
Water Quality Control Division  
Colorado Department of Public Health and Environment

cc: Files



**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Resolution; A Resolution Repealing Resolution No.

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

A RESOLUTION REPEALING RESOLUTION NO. 18-14 AND AUTHORIZING ATV, OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY ROAD #3

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

**Submitter's Email Address:** mbollig@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed and approved. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 4/30/2021

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 4/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 5/4/2021

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 21-\_\_\_\_

A RESOLUTION REPEALING RESOLUTION NO. 18-14 AND AUTHORIZING ATV,  
OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY ROAD #3

WHEREAS, the Board understands that the public has historically used all-terrain vehicles (“ATVs”), off-highway vehicles (“OHVs”) and utility terrain vehicles (“UTVs”) on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as “Daniel’s Hill”, a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 14, 2018, the Board of County Commissioners of the County of Gunnison, Colorado (“Board”) adopted Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV’s, OHV’s and UTV’s on a Segment of County Road #3*; and

WHEREAS, Resolution No. 18-14 was recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, bearing Reception No.653186; and

WHEREAS, Resolution No. 18-14 provided that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the bottom of that area known as “Daniel’s Hill”, otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, Col. Rev. Stat. § 33-14.5-108(1)(f) prohibits the use of ATVs, OHVs and UTVs on County roads unless expressly authorized by the County; and

WHEREAS, pursuant to Col. Rev. Stat. §18-9-117(1)(f), the Board has the authority to adopt rules and regulations for use of ATVs, OHVs and UTVs as to place, time and manner of use; and

WHEREAS, continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3 described in this Resolution remains in the best interests of the public; and

WHEREAS, the Board desires to clarify its longstanding intent to continue to permit use of ATVs, OHVs and UTVs to the top of Daniels Hill; and

WHEREAS, the public is reminded to comply with all applicable Federal, state and local laws regarding the registration, licensing and use of ATVs, OHVs and UTVs in Colorado and particularly in Gunnison County; and

WHEREAS, the public is reminded and encouraged to operate ATVs, OHVs and UTVs in a legal, safe, courteous, and responsible manner; and

WHEREAS, in order to allow for continued, unimpeded access to residences along County Road 3, the public is reminded that the top of Daniels Hill lacks parking for motor vehicles and therefore users should not attempt to park automobiles at that location;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that:

1. Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3* recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, shall be and hereby is repealed and rescinded; and

2. Use of ATVs, OHVs and UTVs is and continues to be authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315.

INTRODUCED by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and adopted this \_\_\_\_\_ day of May, 2021.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By \_\_\_\_\_  
Jonathan Houck, Chairperson

By \_\_\_\_\_  
Roland Mason, Vice Chairperson

By \_\_\_\_\_  
Elizabeth Smith, Commissioner

ATTEST:

\_\_\_\_\_  
Deputy County Clerk

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

---

**Agenda Item:** Resolution; A Resolution Authorizing Temporary Wei

---

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

**Parties to the Agreement:**

**Term Begins:** May 24, 2021

**Term Ends:**

**Grant Contract #:**

**Summary:**

This item was discussed at a recent work session and is being presented for action.

**Fiscal Impact:** Will save maintenance dollars on the road

**Submitted by:** Marlene D. Crosby

**Submitter's Email Address:** mcrosby@gunnisoncounty.org

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed and approved. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 4/30/2021

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 4/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 5/4/2021

---

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

**RESOLUTION NO. 21-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING TEMPORARY WEIGHT AND LENGTH  
RESTRICTIONS FOR A PORTION OF COUNTY ROAD 12 ALSO KNOWN  
AS KEBLER PASS ROAD**

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

WHEREAS, pursuant to C.R.S. § 42-4-106 the Board has the authority to prohibit the operation of vehicles and impose restrictions as to the weight of vehicles operated upon highways under the Board's jurisdiction; and

WHEREAS, pursuant to C.R.S. § 42-4-111 the Board has the authority to adopt temporary regulations as may be necessary to cover special conditions; and

WHEREAS, as a result of the expected increased traffic there is a certain portion of County Road 12, also known as the Kebler Pass Road (hereinafter "County Road 12"), that has limited weight carrying capacity; and

WHEREAS, as a result of the expected increased traffic there is a certain portion of County Road 12, also known as the Kebler Pass Road (hereinafter "County Road 12"), that has narrow, tight curves which cause safety concerns with long loads; and

WHEREAS, that portion of County Road 12 that is impacted is located from the intersection of County Road 12 and Forest Service 730 (Ohio Pass Road) to the bridge at Erickson Springs Campground; and

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 12, a weight restriction of 15 tons has been implemented effective May 24, 2021; and

WHEREAS, to enhance safety and prevent accidents on of that portion of County Road 12, a length restriction of 50 feet and no triples allowed has been implemented effective May 24, 2021; and

WHEREAS, the Board acknowledges that it is necessary to ensure there is noninterference with the rights of property owner(s) and occupant(s) of adjacent lands; and

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

WHEREAS, Gunnison County trucks and equipment must be able to provide maintenance along County Road 12 to prevent further resource damage and deterioration and to enhance safety of County Road 12.

NOW, THEREFORE, BE IT,

RESOLVED, that a certain portion of County Road 12, from the intersection of County Road 12 and Forest Service 730 (Ohio Pass Road) to Erickson Springs Campground, is subject to a weight restriction of a fifteen (15) ton load limit per vehicle, effective May 24, 2021; and

RESOLVED, that a certain portion of County Road 12, from the intersection of County Road 12 and Forest Service 730 (Ohio Pass Road) to Erickson Springs Campground, is subject to a length restriction of fifty (50) feet and no triples allowed, effective May 24, 2021; and

RESOLVED, that property owner(s) and occupant(s) of adjacent lands shall be subject to the weight restriction of a fifteen (15) ton load limit per vehicle and length restriction of fifty (50) feet and no triples allowed, effective May 24, 2021; and

RESOLVED, that Gunnison County vehicles and equipment providing maintenance on County Road 12 shall be exempt from the weight restriction of a fifteen (15) ton load limit per vehicle and from the length restriction of fifty (50) feet.

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

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Road Use Agreement; Gunnison Nordic Club, Inc. – G

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

**Parties to the Agreement:** Gunnison Nordic Club, Inc. and Gunnison County

**Term Begins:** 5/27/2021

**Term Ends:** 5/27/2021

**Grant Contract #:**

**Summary:**

The BOCC approved the concept of a fundraiser bike ride on Cottonwood before the Pass is open for traffic. The agreement is attached.

**Fiscal Impact:**

**Submitted by:** Marlene D. Crosby

**Submitter's Email Address:** mcrosby@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/30/2021

**County Attorney Review:**

Required

Not Required

**Comments:**

CAO reviewed and suggests additional language requiring participant waivers be inserted. CAO will also need a COI for review, per the underwriter email, the \$2M/\$5M option of \$794.56 satisfies our standard insurance limits. They could ask if umbrella policy available to bump \$1M/\$2M standard up to get single occurrence past \$1.093M. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 4/30/2021

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 4/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 5/4/2021

## Marlene Crosby

---

**From:** Tara Heger <Tarah@shondeckfinancial.com>  
**Sent:** Monday, April 26, 2021 11:00 AM  
**To:** Marlene Crosby  
**Cc:** Scott Shondeck; Joellen Fonken  
**Subject:** RE: Gunnison Nordic

[EXTERNAL SENDER - USE CAUTION]

Marlene,

Thank you for reaching out and letting me know what is going on. It is rare to be able to find a policy in that amount, I am curious as to why/where they came up with that. Usually policies are in the amount of \$1,000,000/\$2,000,000 or \$2,000,000/\$4,000,000. Unfortunately, that policy is actually reasonable due to it is a special event and covers not only spectator but the actual participants and the exposure of cycling which in the eyes of insurance companies is a higher exposure. The system won't update from my original quote as far as downloading a new quote. It has given me indications for higher amounts. Not one company that I know will quote that \$1,093,000 amount so I quoted with \$1,000,000/\$3,000,000 meaning it will pay out \$1,000,000 for each occurrence up to \$3,000,000 maximum. This total cost would be \$738.69. I also quoted \$2,000,000/\$5,000,000 which comes out to \$794.56. Below I have also put a more detailed definition of what each means. Joellen has been CC'd into this also. Hopefully you guys can come to a good compromise due to what is being asked and those amounts are being based out of an area that doesn't relate to our area in so many ways. If there is anything I can do for you guys let me know. Thank you and have a great week.

### Each Occurrence

The Each Occurrence limit is the main limit on the policy. It is the most the insurer will pay if the insured is legally liable for 3rd party property damage or injury to a guest. Legal fees to defend the insured against claims may also be included in this limit.

### General Aggregate

If there are multiple claims, this is the most the policy will pay in total.

## TARA HEGER

ACCOUNT EXECUTIVE, PROPERTY & CASUALTY  
**SHONDECK FINANCIAL SERVICES & INSURANCE**  
114 N BLVD. STE 102  
GUNNISON CO 81230  
970-641-4700 (O)  
970-641-3344 (F)  
[TARAH@SHONDECKFINANCIAL.COM](mailto:TARAH@SHONDECKFINANCIAL.COM)  
[WWW.SHONDECKFINANCIAL.COM](http://WWW.SHONDECKFINANCIAL.COM)

Event General Liability Insurance  
**Proposal & Application**

Payment Outstanding

<b>PROPOSAL NUMBER</b> 2312992
<b>PREPARED ON</b> 04/15/2021
<b>PRICING VALID UNTIL</b> 04/22/2021 (7 days)

<p><b>PREPARED FOR</b>                  Gunnison Nordic Club                  Joelle Fonken                  PO Box 7228, Gunnison, CO 81230                  Phone: 9702753516 Email: tarah@shondeckfinancial.com</p>	<p><b>LICENSED AGENT</b>                  Shondeck Finc'l Services &amp; Insurance                  Gunnison, CO 81230                  Phone: Email: tarah@shondeckfinancial.com</p>																																										
<p><b>PROPOSAL CREATED BY</b>                  Shondeck Finc'l Services &amp; Insurance                  Gunnison, CO 81230                  Phone: Email: tarah@shondeckfinancial.com</p>	<p><b>INSURED BY</b>                  Lloyds Syndicate 2623 NAIC: AA-1128623 82%                  Lloyds Syndicate 623 NAIC: AA-1126623 18%                  Rating: A.M. BEST A(Excellent) XV</p>																																										
<p><b>COVERAGE LIMITS</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td>Each Occurrence (Includes Bodily Injury and Property Damage)</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>Damage to Rented Premises</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td>Personal &amp; Advertising Injury</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>Products / Completed Operations Aggregate</td> <td style="text-align: right;">Included</td> </tr> <tr> <td>General Aggregate</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>Medical Payments</td> <td style="text-align: right;">\$5,000</td> </tr> <tr> <td>Liquor Liability</td> <td style="text-align: right;">Not Included</td> </tr> <tr> <td>Waiver of Subrogation</td> <td style="text-align: right;">Not Included</td> </tr> <tr> <td>Primary &amp; Non-Contributory</td> <td style="text-align: right;">Not Included</td> </tr> <tr> <td>Additional Insured(s)</td> <td style="text-align: right;">Included</td> </tr> <tr> <td>Hired &amp; Non-Owned Auto</td> <td style="text-align: right;">Included</td> </tr> <tr> <td>Deductible</td> <td style="text-align: right;">\$1,000</td> </tr> <tr> <td>Medical Payments 2</td> <td style="text-align: right;">\$10,000</td> </tr> </table>	Each Occurrence (Includes Bodily Injury and Property Damage)	\$1,000,000	Damage to Rented Premises	\$100,000	Personal & Advertising Injury	\$1,000,000	Products / Completed Operations Aggregate	Included	General Aggregate	\$2,000,000	Medical Payments	\$5,000	Liquor Liability	Not Included	Waiver of Subrogation	Not Included	Primary & Non-Contributory	Not Included	Additional Insured(s)	Included	Hired & Non-Owned Auto	Included	Deductible	\$1,000	Medical Payments 2	\$10,000	<p><b>POLICY COVERAGE INTENT</b>  <b>This is just a brief overview, see policy for exact coverage.</b>                  Property Damage Coverage for your rented Event Locations.                  Bodily Injury Coverage for your Event Attendees.                  Protection from Property Damage &amp; Bodily Injury Lawsuits.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>COST BREAKDOWN</b></td> </tr> <tr> <td>Premium</td> <td style="text-align: right;">\$345.13</td> </tr> <tr> <td>Stamping Fees</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Tax</td> <td style="text-align: right;">\$10.36</td> </tr> <tr> <td>Policy Fee</td> <td style="text-align: right;">\$320.48</td> </tr> <tr> <td>Risk Purchasing Group Membership Cost</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Broker Fee:</td> <td style="text-align: right;">\$50.00</td> </tr> <tr> <td><b>Outstanding Policy Cost</b></td> <td style="text-align: right;"><b>\$725.97</b></td> </tr> </table>	<b>COST BREAKDOWN</b>		Premium	\$345.13	Stamping Fees	\$0.00	Tax	\$10.36	Policy Fee	\$320.48	Risk Purchasing Group Membership Cost	\$0.00	Broker Fee:	\$50.00	<b>Outstanding Policy Cost</b>	<b>\$725.97</b>
Each Occurrence (Includes Bodily Injury and Property Damage)	\$1,000,000																																										
Damage to Rented Premises	\$100,000																																										
Personal & Advertising Injury	\$1,000,000																																										
Products / Completed Operations Aggregate	Included																																										
General Aggregate	\$2,000,000																																										
Medical Payments	\$5,000																																										
Liquor Liability	Not Included																																										
Waiver of Subrogation	Not Included																																										
Primary & Non-Contributory	Not Included																																										
Additional Insured(s)	Included																																										
Hired & Non-Owned Auto	Included																																										
Deductible	\$1,000																																										
Medical Payments 2	\$10,000																																										
<b>COST BREAKDOWN</b>																																											
Premium	\$345.13																																										
Stamping Fees	\$0.00																																										
Tax	\$10.36																																										
Policy Fee	\$320.48																																										
Risk Purchasing Group Membership Cost	\$0.00																																										
Broker Fee:	\$50.00																																										
<b>Outstanding Policy Cost</b>	<b>\$725.97</b>																																										
<p><b>EVENT DETAILS</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td>Where is your event?</td> <td style="text-align: right;"><b>CO</b></td> </tr> <tr> <td>Total days of coverage you need?</td> <td style="text-align: right;"><b>1</b></td> </tr> <tr> <td>Estimated total attendance?</td> <td style="text-align: right;"><b>7</b></td> </tr> </table> <p><b>Cycling (short term) - Amateur Only</b></p>	Where is your event?	<b>CO</b>	Total days of coverage you need?	<b>1</b>	Estimated total attendance?	<b>7</b>	<p><b>UNDERWRITING QUESTIONS</b>                  See Underwriting Document</p>																																				
Where is your event?	<b>CO</b>																																										
Total days of coverage you need?	<b>1</b>																																										
Estimated total attendance?	<b>7</b>																																										
<p><b>COVERAGE TERM</b>                  Dates of Coverage: 05/27/2021</p>																																											

PARTICIPANT CLASSIFICATIONS	AGES UNDER 12	AGES 13 TO 15	AGES 16 TO 18	AGES 19 TO OLDER	SPECTATORS
Cycling (short term) - Amateur Only	0	0	0	100	7

<p><b>ADDITIONAL INSUREDS (SHOWING 1 OF 1)</b>                  Cottonwood Pass                  , CO</p>
---

Event General Liability Insurance  
**Proposal & Application**

Payment Outstanding

<b>PROPOSAL NUMBER</b> 2312992
<b>PREPARED ON</b> 04/15/2021
<b>PRICING VALID UNTIL</b> 04/22/2021 (7 days)

If I choose to cancel my general liability policy, I will be subject to a refund fee of \$320.48, the full Administration Charge on my policy. In the very unlikely case our policy form and coverage terms do not meet my venue's insurance requirements and cannot be amended to do so, I am eligible for a full refund of my policy price. No refunds will be issued after the commencement of the policy period. [See full refund policy.](#)

**Tara Heger Agreed on April 15, 2021 at 03:38 PM**

I agree to and understand the terms and conditions of my policy(s).

**Tara Heger Agreed on April 15, 2021 at 03:38 PM**

I confirm that none of the excluded event types or services will be provided by the insured on this policy.

**Tara Heger Agreed on April 15, 2021 at 03:38 PM**

I understand injuries to athletic/sporting participants, performers/crews and volunteers will not be covered by this policy.

I understand that there is no coverage for losses due in any way from communicable disease including Coronavirus disease (COVID-19).

**Tara Heger Agreed on April 15, 2021 at 03:38 PM**

**NOTICE TO THE APPLICANT**

No fact, circumstance or situation indicating the probability of a Claim or action for which coverage may be afforded by the proposed insurance is now known by any person(s) or organization(s) proposed for this insurance other than that which is disclosed in this application. It is agreed by all concerned that if there is knowledge of any such fact, circumstance or situation, any Claim subsequently emanating there from shall be excluded from coverage under the proposed insurance.

For the purpose of this application, I declare that to the best of my knowledge and belief, after reasonable inquiry, the statements in this application and in any attachments, are true and complete. Underwriting Managers or the Company are authorized to make any inquiry in connection with this application. Signing this application does not bind the Company to provide or the Applicant to purchase the insurance.

If the information in this application and any attachment materially changes between the date this application is signed and the effective date of the policy, I will promptly notify the underwriter, who may modify or withdraw any outstanding quotation or agreement to bind coverage.

This is a Claims-made policy with a 36 Month Extended Reporting Period. I have 3 years from the policy expiration date to submit claims in writing to the insurance company.

**INSURANCE FRAUD WARNING**

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime in certain jurisdictions, and subjects the person to criminal and civil penalties.

[Click here for STATE-SPECIFIC FRAUD WARNING STATEMENTS](#)

[Please review SAMPLE POLICY here](#)

**TERMS AND CONDITIONS**

A. I warrant to the Company, that I understand and accept the notice stated above and that the information contained herein is true and that it shall be the basis of the policy and deemed incorporated therein, should the Company evidence its acceptance of this application by issuance of a policy.

B. I confirm that I understand that this policy excludes coverage for: any Person while Practicing for or Participating in a Demonstration, Show, Competition, Contest or Athletic Event (unless Classified as event type); Animal Exposures; Assault & Battery; Auto Exposures; Communicable Diseases; Cyber Acts, Incidents or Data Breaches; Explosives; Firearms; Unmanned Aircraft

C. I confirm that there will be no Mosh Pits or Fireworks/Pyrotechnics of any kind.

D. I understand there is no coverage for water activities, amusement devices, inflatables, rides or animals (classified animal event removes animal exclusion).

This does not mean I cannot have them at my event, it means this policy will exclude coverage for water activities, amusement devices, inflatables, rides or animals. This policy will not cover any athletic or sports participants, employees, volunteers, or individuals compensated by the insured.

E. I understand that the event types under "EXCLUDED EVENT TYPES" are excluded from this policy.

This policy only provides Participant Medical coverage of \$10,000 for the following event types: Cycling (short term) - Amateur Only

**EXCLUDED EVENT TYPES**

Aircraft Events; Boat Shows (on the open water); Cannabis Events or Products; Childcare; Concerts with Rap, Hip Hop, Heavy Metal, or Hard Rock; Fraternity Parties; Go Kart Races; Hang Gliding/SkyDiving; Haunted Attractions; Haunted Houses; Hot Air Balloon Rides or Events; Motorized Sporting Events; Music Events with Overnight Exposure; Obstacle Races and Mud Runs; Parachuting; Parasailing; Political or Activist Events including Protests, Rallies or Marches; Raves; Roller Coasters/Sky Coasters; Roller Derby; Roller Skating Events; SkyDiving; Skateboarding; Sorority Parties; Tractor Pulls; Trampolines; Unmanned Aircraft; Wall Climbing; War Games/Re-enactments; Water Events (unless classified as water event type); Water Slides; Weapon Events including Gun Shows

F. I am hereby notified that my policy will terminate effective no later than the date and time of its expiration. I have no right of automatic renewal and additional coverage will require application with no guarantee of approval or policy issuance.

CLAIMS EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY UNDER THIS POLICY. THE UNDERWRITERS SHALL NOT BE LIABLE FOR ANY DEFENSE COSTS OR FOR ANY JUDGEMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAVE BEEN EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.

Licensed Agent in all 50 states: Will Maddux

Event General Liability Insurance  
**Underwriting Answers**

<b>PROPOSAL NUMBER</b> 2312992
<b>ANSWERED ON</b> 04/15/2021
<b>POLICY EFFECTIVE</b> 05/27/2021

---

**UNDERWRITING QUESTIONS & ANSWERS**

---

**Question 1:**

Are there water activities, amusement devices, inflatables, rides or animals?

No  Yes

*Answer Date: 04/15/2021*

---

**Question 2:**

Will your event(s) be a political or activist event, protest, rally or march or could you or your organization's activities result in a political or activist protest, rally or march now or in the future?

No  Yes

*Answer Date: 04/15/2021*

---

**Question 3:**

Is there camping, sleeping overnight or events past 2am?

No  Yes

*Answer Date: 04/15/2021*

---

**Question 4:**

Do you operate more than one vehicle?

No  Yes

*Answer Date: 04/15/2021*

---

**Question 5:**

Have you or anyone involved in the Event had more than 1 Event Liability Claims/Losses or any Event Liability Claim/Loss valued over \$10,000 in the past 5 years?

No  Yes

*Answer Date: 04/15/2021*

---

**Question 6:**

Will you, the insured, your operations, your products, or your event participation have any involvement with cannabis or cannabis-related products?

No  Yes

*Answer Date: 04/15/2021*

---

## **TEMPORARY ROAD USE AGREEMENT**

THIS TEMPORARY ROAD USE AGREEMENT hereinafter (“Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Gunnison Nordic Club, Inc., whose address in P.O. Box 7228, Gunnison, CO 81230 (hereinafter “Chamber”) and the Board of County Commissioners of the County of Gunnison, Colorado, a political subdivision of the State of Colorado, whose address in 200 East Virginia, Gunnison, CO 81230 (hereinafter “Gunnison County”).

FOR AND IN CONSIDERATION of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

### **1. GRANT OF PERMISSION TO USE**

Gunnison County grants to Gunnison Nordic Club, Inc. temporary permission to use the Gunnison County portion of County Road 209, also known as Cottonwood Pass, identified by Gunnison County (the “Property”) only as set forth herein.

### **2. TERM OF USE**

Gunnison Nordic Club, Inc. shall temporarily use the Gunnison County portion of County Road 209 on Thursday, May 27, 2021 from 7:00 a.m. to 2:00 p.m.

### **3. GUNNISON NORDIC CENTER’S USE LIMITED**

Gunnison Nordic Club, Inc’s use of County Road 209 shall be for and limited to a single special event for the benefit of the public, specifically limited to use of the Property for a ride/fundraiser event.

### **4. OBLIGATIONS OF THE RESPECTIVE PARTIES**

- a. Gunnison Nordic Club, Inc. shall ensure closure of that portion of County Road 209, identified by Gunnison County from the top of Cottonwood Pass to the intersection of CR #209 and CR #742 to vehicle traffic ,with the exception of parking of vehicles of participants and organizers along the road.
- b. Gunnison Nordic Club, Inc. agrees to indemnify, defend and hold harmless Gunnison County, its agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (include 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 Gunnison Nordic Club, Inc. or its employees, sub-consultants or agents in connection with Gunnison Nordic Club Inc’s use of the Property pursuant to this Agreement. This provision 4.b. shall survive any termination or expiration of the Term of Use period or this Agreement with respect to any liability, injury or damage caused or occurring prior to such termination.

- c. Gunnison Nordic Club, Inc. shall ensure that Gunnison County is named as an additional insured, or has the named benefit of, the insurance coverage of Gunnison Nordic Club, Inc. regarding the CR #209 ride/fundraiser event, with limits no less than:
  - i. For any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars (\$387,000); and
  - ii. For any 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).
  - iii.

Gunnison Nordic Club, Inc. shall furnish to Gunnison County current certificates of such insurance to Gunnison County no later than Monday, May 24, 2021.

Nothing in this Agreement, including but not limited to the required or the existence of the insurance required hereunder is or shall be deemed a waiver by the Gunnison Nordic Club, Inc. or Gunnison County of any defense or claim of sovereign immunity, nor a waiver of any other provision of law relating to the liability of governmental units or the limits thereof.

This provision 4.c. shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage caused or occurring prior to such termination.

- d. Gunnison Nordic Club, Inc. shall be responsible for, and shall promptly pay to Gunnison County, all reasonable costs to repair any damage to County Road 209 caused by Gunnison Nordic Club's use of the Property under this Agreement.
- e. Gunnison Nordic Club, Inc. will need to keep emergency access routes open during the event, with the understanding and provision that the road is closed under a winter closure, for vehicular traffic

## 5. NON-WAIVER

No covenant or condition of this Agreement may be waived except by the written consent of the parties hereto. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the term or condition to be performed by the other party to which the same may apply, and, until complete performance of said term or condition, the parties shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

## 6. NOTICES

Service of all notices under this Agreement shall be sufficient if sent via hand delivery or certified registered mail as follows:

Gunnison Nordic Club, Inc.:  
Gunnison Nordic Club, Inc.  
P.O. Box 7228  
Gunnison, CO 81230

Gunnison County:  
Board of County Commissioners  
of the County of Gunnison, Colorado  
c/o Matthew Birnie, County Manager  
200 East Virginia  
Gunnison, CO 81230

7. SEVERABILITY

In the event any term, condition or provision contained in this Agreement is held by any court of competent jurisdiction to be invalid, the invalidity of such term, condition or provision shall in no way affect any other covenant, condition or provision herein contained. Provided, however, that if the invalidity of such term, condition or provision causes material prejudice to either party hereto with respect to its respective rights and obligations contained in the remaining valid portions of this Agreement, then at the option of such party, this Agreement may be declared to be terminated.

8. GOVERNING LAW – BINDING AGREEMENT

This Agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and be binding upon the parties hereto, their successors and assigns.

9. ENTIRE AGREEMENT

This instrument constitutes the entire Agreement between Gunnison County and Gunnison Nordic Club, Inc., and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

10. VENUE

Venue for any and all legal actions regarding this Agreement shall lie in the District Court in and for the County of Gunnison and State of Colorado.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on the day and year first set forth above.

GUNNISON NORDIC CLUB, INC.

By: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Deputy County Clerk

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

---

**Agenda Item:** Lot Cluster; Buckhorn Ranch Filing 2B; Lot M1-13,

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Lots M1-13-14 & 15 Buckhorn Ranch Sub. Filing 2B

**Fiscal Impact:**

**Submitted by:** Beth Baker

**Submitter's Email Address:** bbaker@gunnisoncounty.org

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 4/29/2021

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 4/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 5/4/2021

---



**APPLICATION TO COMBINE EXITING PARCELS OF REAL PROPERTY  
IN GUNNISON COUNTY**

Gunnison County Community Development Department 221 N. Wisconsin St. Gunnison, CO  
Website: <https://www.gunnisoncounty.org/144/Community-and-Economic-Development>  
Telephone: 970-641-0360 FAX: 970-641-8585

SUBMIT ALL PERMIT PACKET INFORMATION TO [PLANNING@GUNNISONCOUNTY.ORG](mailto:PLANNING@GUNNISONCOUNTY.ORG)

**Application Fee- \$285.00**

<b>APPLICANT/ Owners :</b> Basin Real Estate Holdings, LLC		
<b>PRIMARY CONTACT:</b> Stephen Howard		
<b>MAILING ADDRESS:</b> 1320 S UNIVERSITY DR STE 400		
<b>CITY:</b> Fort Worth	<b>STATE:</b> TX	<b>ZIP:</b> 76107
<b>PHONE (home):</b> 817-820-8910		<b>(cell):</b>
<b>E-MAIL ADDRESS:</b> showard@basinfund.com		<b>E-MAIL ADDRESS:</b>

1. **LEGAL DESCRIPTION.** The undersigned (is) (are) the owner (s) of the following described adjacent parcels of real property in Gunnison County, Colorado (**insert or attach the full legal description**):

LOT M1-13, BUCKHORN RANCH SUBDIVISION, LOT M1-14, BUCKHORN RANCH SUBDIVISION, LOT M1-15, BUCKHORN RANCH SUBDIVISION

TOGETHER WITH

and any adjacent street or alley that is or may  
be vacated. County of Gunnison, State of  
Colorado.

2. **REQUEST TO COMBINE LOTS AND VACATE BOUNDARY LINE(S).** The undersigned desire(s) to create a single undivided building lot from the adjacent parcels described above; the undersigned expressly desires to vacate the boundary line(s) between such adjacent parcels. (Signature blocks on last page of application)

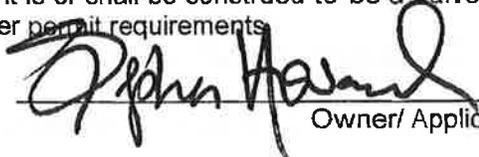
3. **LIEN OR MORTGAGE HOLDER ADDRESS(ES).** For each parcel described in #1, above, state the name, address and telephone number of each lien and or mortgage holder and briefly describe each lien and/or mortgage: Attach information
4. **LIEN OR MORTGAGE HOLDER CONSENT.** For each lien and/or mortgage described in #4, above, as applicable, provide notarized letters of consent or a signed and notarized subordination to the lot cluster from lien or mortgage holders of the individual pre-clustered lots; the lien/mortgage holder is required to sign the attached "Lot Cluster Agreement and Declaration."
5. **PROTECTIVE COVENANTS OR DEED RESTRICTIONS.** Attach a copy of the applicable Declaration of Protective Covenants, and /or deed restriction.
6. **NOTARIZED SIGNATURES.** Provide a notarized signature and affirmation that the application complies with applicable covenants or deed restrictions, by an authorized representative for the association that administers the protective covenants, or by the beneficiary of the deed restriction, as applicable.
7. **LOCATION WITHIN SPECIAL DISTRICT.** Identify each district or entity (such as a water and sanitation district) that provides service to each lot described in #1, above. Approval of this application to combine the described parcels or lots does NOT affect fees, assessments, or charges regarding any serve to those lots; changes to those fees, assessments or charges can only be made by such districts.
8. **CONSENT BY UTILITIES.** As applicable, notarized letters of consent to the lot cluster from utility companies whose facilities are located in legal easements on or adjacent to the proposed clustered lots, and a copy of the easement agreements, if such agreements exist.

9. **SITE PLAN.** All the listed information **MUST** be shown on the drawing, as applicable. The site plan must be legible, clearly marked, on 8.5 x 11 inch paper, with a scaled representation of the lots.  Exterior lot lines for all parcels described in #1, above

- All existing and proposed structures
- Locations of driveways and parking areas/spaces
- Locations of utilities (septic tanks, leach fields, wells, electric, gas, telephone or cable lines)
- Distance of structures from property lines
- Easements (include width as well as locations)
- Irrigation and drainage ditches
- Boundary line(s) to be vacated between lots
- If the lots are located within a platted townsite or recorded subdivision, indicate on the site plan the date, book and page or receipt numbers as recorded in the Office of the Gunnison County Clerk and Recorder.
- The lots immediately adjacent to all boundaries of the lots that will be clustered.

Each undersigned applicant, for themselves, their heirs, successors, personal representatives and assigns, declares an intention to combine the parcels described in #1, above, into one lot to be maintained as one new integrated single building lot and further declares an intention that no portion of such new lot constituting less than the entire new lot may be conveyed, mortgaged, encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to those required by the *Gunnison County Land Use Resolution*. The above declaration is for the benefit of Gunnison County, Colorado and shall run with the land in perpetuity. Nothing in this Agreement is or shall be construed to be a waiver of applicable County building, sewage disposal, driveway and/or other permit requirements.

Date: 3/31/21

  
Owner/ Applicant

Date: \_\_\_\_\_

\_\_\_\_\_  
Owner/ Applicant

**AUTHORIZATIONS**

Date: \_\_\_\_\_

\_\_\_\_\_  
Gunnison County Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Gunnison County Community Development Director

<p><b>DATE RECEIVED</b> (Community Development Dept): _____ BY: _____</p>
---



April 28, 2021

RE: Lot Cluster Buckhorn Ranch Filing 2B , Lots M1 13-14 & 15

The Basin Real Estate LLC has applied to cluster three adjacent lots in Buckhorn Ranch Filing 2B.

- The County Attorneys office has reviewed and approved
- The HOA has agreed to the cluster
- There are no utility easements on the lot lines, so no utility agreements were required
- Taxes are current

**You may view the file:**

<https://permitdb.gunnisoncounty.org/citizenaccess/>

Click on projects

Application # LUC-21-00022

Click on file

Click on attachment

View

If you have questions or comments please call or email.

Thanks,

Beth Baker

Gunnison County Community and Economic Development

970-641-7932

bbaker@gunnisoncounty.org



50 25 0 50 100  
 SCALE: 1" = 50'

**TETRA TECH RMC, Inc.**  
 8301 E. Frontiers Ave., Suite 101, Greenwood Village, CO 80111  
 TEL 303.741.6800 FAX 303.741.6106



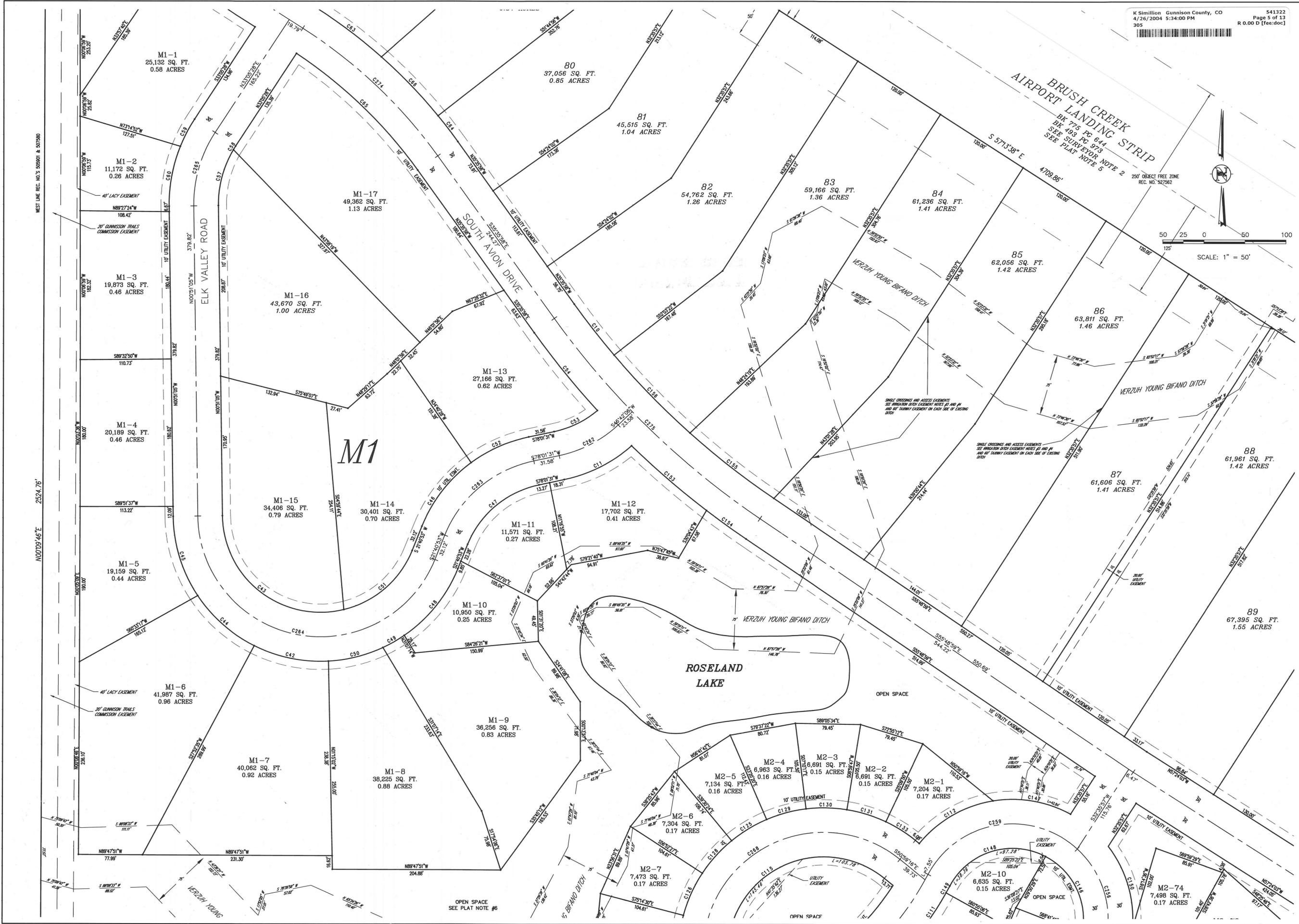
NO.	DATE	DESCRIPTION
1.	4-2-04	REVISIONS PER CLIENT
2.	4-5-04	REVISIONS PER CLIENT

2004

**FINAL PLAT**  
**BUCKHORN RANCH FILING 2B**  
**CRESTED BUTTE, COLORADO**

drawn by: TS  
 checked by: KAP/JCA  
 approved by: KAP  
 project no.: 4667.001.00  
 dwg name: Final\_Plat\_2b  
 date: 02/03/04

**SHEET**  
**P5**  
 5 OF 13 SHEETS





**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 Basin Real Estate Holdings llc  
(Owner)

By: Stephen Howard  
(Owner)

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Owner)

**RECITALS:**

**Legal Description:** Complete – please attach if too long

LOT M1-13, BUCKHORN RANCH SUBDIVISION, LOT M1-14, BUCKHORN RANCH SUBDIVISION, LOT M1-15, BUCKHORN RANCH SUBDIVISION

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*.

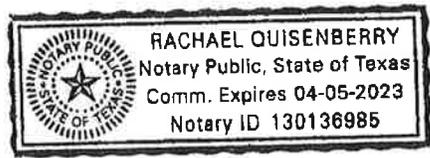
Date: 3/31/21 \_\_\_\_\_ *Stephen Howard* \_\_\_\_\_  
 Date: \_\_\_\_\_ \_\_\_\_\_  
 Date: \_\_\_\_\_ \_\_\_\_\_  
 Date: \_\_\_\_\_ \_\_\_\_\_  
 Owner  
 Owner  
 Owner  
 Mortgage or Lien Holder

TEXAS  
 STATE OF COLORADO )  
 TARRANT )ss  
 COUNTY OF GUNNISON )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of MARCH 2021  
 by STEPHEN HOWARD (Owner/s).

Witness my hand and official seal.

My Commission expires: 04-05-2023  
*Rachael Quisenberry*  
 Notary Public



Address: 2429 Shirley Ave.  
FORT WORTH, TX 76109

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  
Chairperson

\_\_\_\_\_  
Roland Mason  
Vice-Chairperson

\_\_\_\_\_  
Elizabeth Smith  
Commissioner

Board of County Commissioners  
Gunnison County, Colorado

Attest:

\_\_\_\_\_  
Gunnison County Clerk and Recorder



221 N. Wisconsin St.  
Suite T  
Gunnison, CO 81230  
970-641-2231

### Payment Confirmation

Thank you for your payment! Please print this page and keep for your records.

Paid By	Stephen Howard
Confirmation Number	91811430
Transaction Date	4/6/2021
Full year payment for 2020 on account R042531	\$829.15
Sub Total	\$829.15
Convenience Fee	\$2.00
<b>TOTAL</b>	<b>\$831.15</b>

