1a, b, c - Alcohol Beverage Licenses, Ice Bar, Harmels, Three Rivers

1d - Alcohol Beverage License, Irwin Backcountry Guides, LLC

1e - Special Event Liquor Permit, Adaptive Sports

2 - July 6, 2021 agenda

3a - DRAFT_20210406min

3b - DRAFT_20210420min

4a - Calendar

4b - 2022 Gunnison County Holiday Schedule

5a - Rose Community Foundation Grant Award

5b - Rental Agreement, Four Squared, LLC

5c - Intergoverment Grant Agreement_ Juv Diversion

5d - Nurse Home Visitor_Intergovernmental Agreement_Montrose Co

5e - NACCHO Rural Frontier Grant

5f - Grant Application Approval_CHF

5g - CM Signed, Contractor Agreemt_APC Southern Construction

5h - MOU for Recovery Roadmap

5i - CM Signed, CNHP-CSU Land Access Agreement

5j - Contractor Agreement, Montlary

6 - Access Easement Agreement_Flying Wolf_Mystery Lane Access

7 - Public Hearing_Somerset Street Vacation

8 - CSU Subdivision Plat_Resolution

9 - BoCC Letter of Support_GAC Grant App to History Colorado

10 - GVH Property Consideration

11 - Conservation Easement Grant Award Agreements_4

12 - Shady Island Fee Proposal_Resolution

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Fermented Malt Beverage Alcohol Beverage License #

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Renewals for:
Three Rivers Resort Inc dba Three Rivers Resort

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:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 6/22/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/30/2021

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

Agenda Date: 7/6/2021

Revised April 2015

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 #07-74205-0002
to sell/serve malt, vinous, spirituous liquor for (on the)-premises consumption in the County of Gunnison, Colorado.

CRESTED BUTTE LLC DBA ICE BAR/REST TWISTER WARMING HSE
SEC 25 T135 R86W
CRESTED BUTTE, COLORADO 812224

Fee $100.00

Effective Dates: 07.15.2021 – 07.15.2022

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 6-18-2021

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

DocuSign Envelope ID: 4CE09BD2-A0DD-4071-8336-C89741BA7CBF

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

Submit to Local Licensing Authority

ICE BAR / REST TWISTER WARMING HSE
PO BOX 5700
Mt Crested Butte CO 81224

Fees Due	
Renewal Fee	Waived due to 20B-001
Storage Permit $100 X 1	$100.00
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	$100.00

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		Doing Business As Name (DBA)		
CRESTED BUTTE LLC		ICE BAR / REST TWISTER WARMING HSE		
Liquor License #	License Type	Sales Tax License #	Expiration Date	Due Date
07-74205-0002	Hotel & Restaurant (county)	07742050002	07/15/2021	05/31/2021
Business Address		County		Phone Number
SEC 25 T135 R86W Gunnison CO 81230		Gunnison		9703494047
Mailing Address		Email		
PO BOX 5700 Mt Crested Butte CO 81224		lori.l.henk@vailresorts.com		
Operating Manager	Date of Birth	Home Address		Phone Number
Douglas Robertson	12/28/1972	PO Box 3784, Crested Butte, CO 81224		970-349-2174

1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
   Are the premises owned or rented? ☒ Owned ☐ 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. ☒ Yes ☐ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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. ☐ Yes ☒ No

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

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

Type or Print Name of Applicant/Authorized Agent of Business	Title
Jon D. Crichton	Director of F&B
Signature DocuSigned by: Jon D. Crichton 011BA7D06420498	Date 5/11/2021

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		5-26-2021
Signature Kathy Semmelroon	Title County Clerk	Attest

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION
1707 Cole Blvd, Suite 300
Lakewood, CO 80401

CRESTED BUTTE LLC
dba ICE BAR / REST TWISTER WARMING HSE
SEC 25 T135 R86W
Gunnison CO 81230

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
07-74205-0002	**July 15, 2022**
License Type: **HOTEL & RESTAURANT (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 6/13/2021 LSS

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

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

FERMENTED MALT BEVERAGE

ALCOHOL BEVERAGE LICENSE #04-00114
to sell/Malt Liquor for off premises
consumption in the County of Gunnison, Colorado.

ROBERT CORPORATION DBA HARMEL'S RANCH RESORT
6748 COUNTY ROAD 742
ALMONT, COLORADO 81210

Fee $100.00

Effective Dates: 06.17.21 – 06.17.2022

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

Kathy Simillion 6-23-2021

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

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

FERMENTED MALT BEVERAGE

ALCOHOL BEVERAGE LICENSE #05-23848-0002
to sell/Malt Liquor for on/off premises
consumption in the County of Gunnison, Colorado.

THREE RIVERS RESORT INC DBA THREE RIVERS RESORT
130 COUNTY ROAD 742 BLD B
ALMONT, COLORADO 81210

Fee $100.00

Effective Dates: 06.21.21 – 06.21.2022

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 6-23-2021

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-04714; 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 renewal for Irwin Backcountry Guides LLC dba Taylor Park River Lodge

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:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 6/18/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/30/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 7/6/2021

Revised April 2015

Gunnison County
COLORADO

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 #03-04714
to sell/serve malt, vinous, spirituous liquor for (on the)-premises consumption in the County of Gunnison, Colorado.

IRWIN BACKCOUNTRY GUIDES LLC DBA TAYLOR RIVER LODGE
10931 COUNTY ROAD 742
ALMONT, COLORADO 81210

Fee $100.00

Effective Dates: 07.06.2021 – 07.06.2022

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 6-11-2021

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
1707 Cole Blvd, Suite 300
Lakewood, CO 80401

IRWIN BACKCOUNTRY GUIDES LLC
dba TAYLOR RIVER LODGE
10931 COUNTY ROAD 742
Almont CO 81210

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-04714	**July 06, 2022**
License Type: **HOTEL & RESTAURANT (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 6/10/2021 AJM

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

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

Submit to Local Licensing Authority

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

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below **Return to city or county licensing authority by due date**

Licensee Name			Doing Business As Name (DBA)	
Irwin Backcountry Guides LLC			Taylor River Lodge	
Liquor License #	**License Type**	**Sales Tax License #**	**Expiration Date**	**Due Date**
03-04714	Hotel & Restaurant	30178000	07/06/2021	05/22/2021
Business Address			County = Gunnison	**Phone Number**
10931 County Road 742 Almont CO 81210				970-349-7761
Mailing Address			**Email**	
PO Box 1807 Crested Butte CO 81224			accounting@elevenexperience.com	
Operating Manager	**Date of Birth**	**Home Address**		**Phone Number**
Molly Minett	4/22/198	172 Blackstock Drive, Unit A, Crested Butte, CO 81224.		970-349-7761

1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
   Are the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease 05/31/2024

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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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. ☒ Yes ☐ No

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

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

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

Type or Print Name of Applicant/Authorized Agent of Business	Title
Alan Pike	Managing Member
Signature	Date
	4/15/2021

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		4-20-2021
Signature	Title	Attest
Kathy Smillie	County Clerk	Dana Hollowell

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

Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business)		Social Security Number/Tax Identification Number
Irwin Backcountry Guides LLC dba Taylor River Lodge		26-3024635
Address		
10931 County Road 742		
City	State	Zip
Almont	CO	81210
Home Phone Number	Business/Work Phone Number	
	970-349-7761	
Printed name of person signing on behalf of the Applicant/Licensee		
ALAN PIKE		
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)		Date signed
[signature]		4/15/2024

Privacy Act Statement

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Special Event Liquor Permit 2021; Adaptive Sports

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Special Event license for Adaptive Sports Center of Crested Butte Inc

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:
I see no legal issues. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 6/29/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/30/2021

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

Agenda Date: 7/6/2021

Revised April 2015

Gunnison County
COLORADO

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

COUNTY OF GUNNISON

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET

GUNNISON, COLORADO 81230

SPECIAL EVENT LIQUOR PERMIT 2021

to sell/serve malt, vinous, and spirituous liquor for on-premises consumption at 22474 Highway 135 , Crested Butte, Colorado.

ADAPTIVE SPORTS CENTER OF CRESTED BUTTE INC

PO BOX 1639

CRESTED BUTTE, COLORADO 81224

Fee $100.00

Effective: Day, 08.01.2021 from 5:00 p.m. to 11:30 p.m.

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 6-29-2021

Gunnison County Clerk Date Board of County Commissioners Date

Kathy Simillion

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261
(303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

Rec'd 5-17-2021 lv

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU **MUST BE NONPROFIT AND ONE OF THE FOLLOWING** *(See back for details.)*

- ☐ SOCIAL
- ☐ FRATERNAL
- ☐ PATRIOTIC
- ☐ POLITICAL
- ☑ ATHLETIC
- ☐ CHARTERED BRANCH, LODGE OR CHAPTER
- ☐ OF A NATIONAL ORGANIZATION OR SOCIETY
- ☐ RELIGIOUS INSTITUTION
- ☑ PHILANTHROPIC INSTITUTION
- ☐ POLITICAL CANDIDATE
- ☐ MUNICIPALITY OWNING ARTS FACILITIES

LIAB **TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:**

2110 ☑ MALT, VINOUS AND SPIRITUOUS LIQUOR $25.00 PER DAY
2170 ☐ FERMENTED MALT BEVERAGE (3.2 Beer) $10.00 PER DAY

DO NOT WRITE IN THIS SPACE
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
Adaptive Sports Center of Crested Butte, INC

State Sales Tax Number (Required)
98-09129-0000

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)
PO Box 1639
Crested Butte, CO 81224

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)
Lacy Arena
22474 Highway 135, Crested Butte, CO 81224

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Christopher K Hensley	11/17/1966	PO Box 1285 Crested Butte CO 81224	970-349-5075
5. EVENT MANAGER Emily Girdwood	02/13/1981	PO Box 3352 Crested Butte CO 81224	970-349-5075

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
☑ NO ☐ YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
☑ NO ☐ YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? ☑ Yes ☐ No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date 8/01/2021	Date	Date	Date	Date
Hours From 5:00P .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To 11:30P .m.	To .m.	To .m.	To .m.	To .m.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE [signature] | TITLE Executive Director | DATE 4/27/2021

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY) Gunnison County Clerk | ☐ CITY ☒ COUNTY | TELEPHONE NUMBER OF CITY/COUNTY CLERK 970-641-7641

SIGNATURE [signature] | TITLE Gunnison County Clerk | DATE

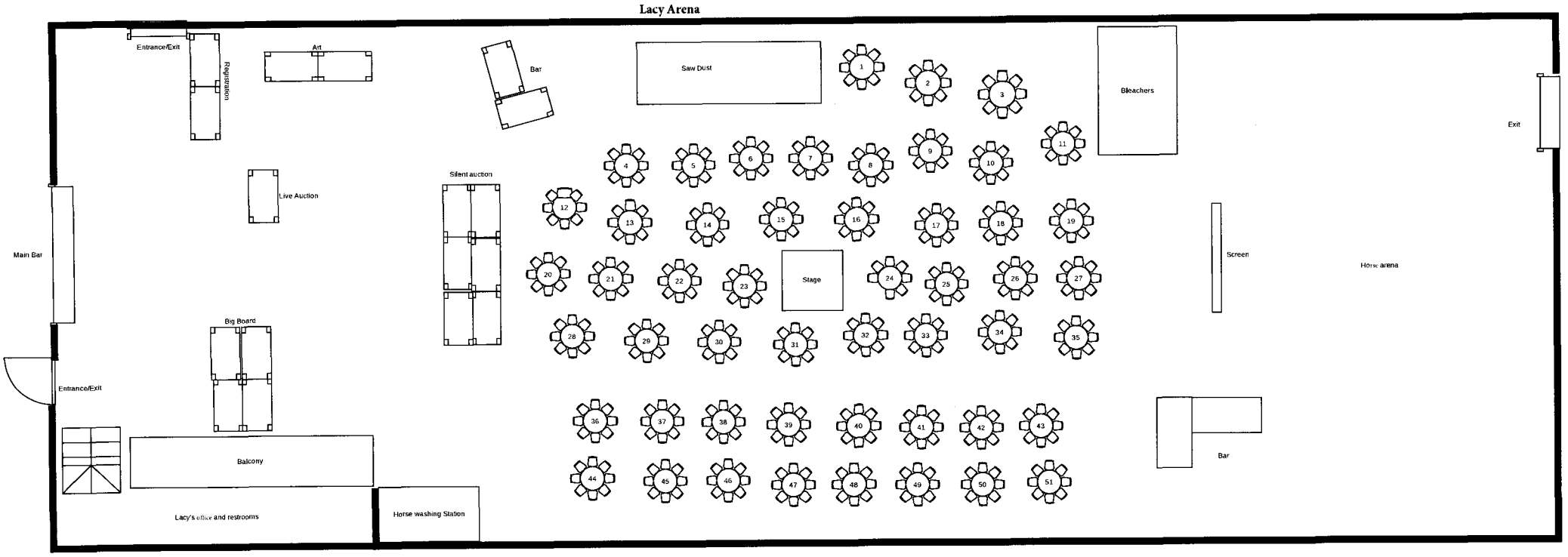
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
		-750 (999)	$.

(Instructions on Reverse Size)

Lacy Arena


Entrance/Exit
Registration
Art
Bar
Saw Dust
Bleachers
Exit
Live Auction
Silent auction
Main Bar
Screen
Horse arena
Stage
Big Board
Entrance/Exit
Balcony
Bar
Lacy's office and restrooms
Horse washing Station
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

ADAPTIVE SPORTS CENTER OF CRESTED BUTTE, INC.

is a

Nonprofit Corporation

formed or registered on 12/28/1995 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19951159505 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/19/2021 that have been posted, and by documents delivered to this office electronically through 02/22/2021 @ 15:01:33 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/22/2021 @ 15:01:33 in accordance with applicable law. This certificate is assigned Confirmation Number 12962391 .

Jena Griswold

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

March 5, 2021

Adaptive Sports Center
Attn: Chris Hensley
PO Box 1639
Crested Butte, CO 81224

Dear Chris,

I, Bill Lacy, grant permission to the Adaptive Sports Center to use the Lacy Barn for the 2021 Crested Butte Open, which will take place Sunday, August 1st, 2021.

Sincerely,

Bill Lacy

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, July 6, 2021**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (Remote Option, below)**

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

8:30 am

- Call to Order
- Fermented Malt Beverage Alcohol Beverage License #05-23848-002; Three Rivers Resort Inc dba Three Rivers Resort; Effective Dates 6/21/2021 – 6/21/2022
- Fermented Malt Beverage Alcohol Beverage License #04-00114; Robert Corporation dba Harmel's Ranch Resort; Effective Dates 6/17/2021 – 6/17/2022
- Alcohol Beverage License #07-74205-0002; Crested Butte LLC dba Ice Bar/Rest Twister Warming Hse; Effective Dates 7/15/21 – 7/15/2022
- Alcohol Beverage License #03-04714; Irwin Backcountry Guides LLC dba Taylor River Lodge; Effective Dates 7/06/21 – 7/06/2022
- Special Event Liquor Permit 2021; Adaptive Sports Center of Crested Butte Inc; Effective Day: 8/01/2021 from 5:00 p.m. to 11:30 p.m.
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:35 am

- Call to Order; Agenda Review
- Minutes Approval:
  1. April 6, 2021 Regular Meeting
  2. April 20, 2021 Regular Meeting
- Scheduling
  1. Calendar of Events: July 6, 2021 to August 20, 2021
  2. 2022 Gunnison County Holiday Schedule
- 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. Grant Award; Early Milestones Colorado, Rose Community Foundation; Gunnison-Hinsdale Early Childhood Council; for early childhood workforce strategies; 6/01/2021 to 5/30/2022; $90,000
  2. Rental Agreement; Four Squared, LLC; Gunnison County Juvenile Services - Crested Butte Office; Lease Term 6/1/2021 thru 5/31/2022; $1100 per month
  3. Acknowledgment of County Manager Signature; Intergovernmental Grant Agreement; Department of Public Safety, Division of Criminal Justice; Gunnison County Juvenile Diversion Program; to prevent further involvement of juveniles in the formal justice system; 7/01/2021 to 6/30/2022; $35,000
  4. Intergovernmental Agreement; Montrose County; Gunnison County; Nurse Home Visitor Program; 7/01/2021 to 6/30/2022; $85,800
  5. Contractor Agreement; National Association of County and City Health Officials (NACCHO); Gunnison County Health and Human Services; 2/05/2021 to 7/31/2021; $22,573

6. Contract Agreement; National Association of County and City Health Officials (NACCHO); Gunnison Health and Human Services (HHS): for goods and/or provided to NACCHO; Invoice #1 due 2/26/21 for $14,658; Invoice #2 due by 7/31/21 for $7,915
7. Grant Application Approval; Colorado Health Foundation Application; Gunnison County Heath and Human Services; for Multicultural Resource Services - Community Based Solutions; 3-Year Project Budget; $285,010
8. Acknowledgment of County Manager Signature; Contractor Agreement; APC Southern Construction Co LLC; for the paving of CR #811 (Washing Gulch), from CR #317 to the end of existing asphalt; 6/11/2021 to 7/30/2021; $538,300
9. Memorandum of Understanding; State of Colorado Department of Local Affairs (DOLA); Gunnison County; for technical assistance services to be provided under the Regional Resiliency and Recovery Roadmaps Project (PROJECT); Term is from date of signature by all parties through completion of the PROJECT
10. Acknowledgement of County Manager Signature; Colorado Natural Heritage Program (CNHP) – Colorado State University (CSU) Land Access Agreement; National Wetland Condition Assessment for 2021; 5/15/2021 to 10/15/2021
11. Contractor Agreement; Bethany Montlary; for janitorial services; July 15, 2021 to July 15, 2023; $48,788

8:40 am • County Manager's Report

8:45 am • Deputy County Manager's Reports and Project Updates
1. Access Easement Agreement; Flying Wolf Ranch, LLC; Mystery Lane access through Shady Island Resort

8:50 am • Public Hearing: Street Vacation; a portion of 10th Street adjacent to Lots 2 and 3, Block 1, (168.65 feet in length), part of Section 8 & Section 17, Township 13 South, Range 90 west, Sixth Principal Meridian; Somerset, Colorado; Clifford Brewer and Jedediah Brown

8:55 am • Colorado State University (CSU) Subdivision of Wilson Parcel into two parcels; Southwest ¼, Section 25, Township 50 North, Range 1 West N.M.P.M., 1141 State Highway 135; LUC-20-0013
1. Resolution: A Resolution Approving Colorado State University Wilson Subdivision Southwest ¼, Section 25, Township 50 North, Range 1 West N.M.P.M., 1141 State Highway 135, Gunnison Colorado, LUC-20-00013
2. Plat Signature

9:15 am • Letter of Support; History Colorado; Gunnison Arts Center (GAC) Grant Application; funding for ongoing renovations to interior of GAC

9:20 am • Presentation and Approval to Purchase; Gunnison Valley Health; 231 W Tomichi Ave, Gunnison, Colorado

9:35 am • Conservation Easement Grant Award Agreements:
1. Gunnison Ranchland Conservation Legacy; for Antelope Creek Ranch project; $100,748
2. Gunnison Ranchland Conservation Legacy; for Bar IV Ranch project; $103,300
3. Gunnison Ranchland Conservation Legacy; for Flying W Ranch project; $112,691
4. Gunnison Ranchland Conservation Legacy; for Wildcat Gulch Ranch project; $103,000

9:55 am • Resolution; A Resolution Adopting a Schedule of Fees for the Shady Island River Park

10:15 am
- Discussion concerning Board comments on Grand Mesa, Uncompahgre and Gunnison (GMUG) National Forest Plan Revision

10:25 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.
- Possible Executive Session Pursuant to Colo. Rev. Stat. §24-6-402(4)(b): Conference with the County Attorney, Deputy County Attorney or Assistant County Attorney to receive legal advice in relation to Lake Irwin Coalition, Inc. v. Smith, 1:19-cv-01056 (D. Colo.) and High Lonesome Ranch, LLC v. Bd. of Cty Cmrs of Garfield Cty., 1:17-cv-01260 (D. Colo.).
- Adjourn

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

ZOOM MEETING DETAILS:

Join Zoom Meeting
https://us02web.zoom.us/j/88336680665?pwd=MVhiUzlBZnRrNjdma0JoUllXUzRaUT09

Meeting ID: 883 3668 0665
Passcode: 149941
One tap mobile
+16699006833,,88336680665#,,,,*149941# US (San Jose)
+12532158782,,88336680665#,,,,*149941# US (Tacoma)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: April 6, 2021 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

The draft of the 4-6-2021 BOCC regular meeting minutes are attached for consideration

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

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 7/2/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/2/2021

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

Agenda Date: 7/6/2021

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
April 6, 2021

The April 6, 2021 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

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

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

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

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

MINUTES APPROVAL: County Manager Matthew Birnie noted that the agenda had two errors in the title of the minutes for January 26 and March 23, as both showed a year date of 2020, which should have read 2021. Commissioner Houck found that all the minutes were correct within the portfolio that was presented for signing. With no changes noted by the Commissioners, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to approve the meeting minutes as presented. Motion carried unanimously.

1. September 1, 2020 Regular Meeting
2. September 15, 2020 Regular Meeting
3. September 22, 2020 Special Meeting
4. October 6, 2020 Regular Meeting
5. October 27, 2020 Special Meeting
6. January 26, 2021 Regular Meeting
7. March 23, 2021 Special Meeting

CONSENT AGENDA: Commissioner Houck noted there were several items in the Consent Agenda this time, and asked if there was anything a Commissioner would like to see removed from the Consent Agenda, to be discussed separately. Commissioner Smith then requested that Item #11 be pulled for discussion, and it was **moved** by Commissioner Houck; seconded by Commissioner Smith to approve the Consent Agenda with the exception of Item #11, which was to be discussed separately.

1. Ratification of Correspondence: Senators Michael Bennet and John Hickenlooper; Crested Butte Postal Service
2. Contractor Agreement: Center for Mental Health: 01/01/2021 to 12/31/2021; $11,000
3. Contractor Agreement: Gunnison Country Food Pantry: 01/01/2021 to 12/31/2021; $5,850
4. Contractor Agreement: Gunnison Valley Animal Welfare League: 01/01/2021 to 12/31/2021; $11,000
5. Contractor Agreement: Project Hope of Gunnison Valley: 01/01/2021 to 12/31/2021; $10,000
6. Ratification of Signatures; Quit Claim Deed; Lots 18-24, Block 8, City of Gunnison, a/k/a 317 N. Spruce Street, Gunnison, Colorado
7. Acknowledgment of Appointment; Gunnison Sage-grouse Strategic Committee; Saguache County Appointment; Amber Wilson
8. Contractor Agreement; Gunnison Conservation District.; 01/01/2021 to 12/31/2021; $5,000
9. Acknowledgment of County Manager Signature; Grant Application; Juvenile Services Department; Funding for Gunnison County Substance Abuse Prevention Project; reducing barriers to access services that support families and prevent substance misuse; $50,000
10. Contractor Agreement; Six Points Evaluation and Training, Inc.; 01/01/2021 to 12/31/2021; $12,000
11. Intergovernmental Agreement for Winter Road Maintenance; County of Montrose, State of Colorado; January 1, 2021 thru December 31, 2021
12. Gunnison County Operating Plan; Wildland Fire Management
13. Commercial Lease Agreement; Tom Anderson, d/b/a Beleza, Inc.; 711 S. 10th Street and 725 S. 10th Street, Units A, A-1, B, C and D, Gunnison, Colorado; April 1, 2021 thru March 31, 2022; $600/Monthly
14. Acknowledgment of County Manager Signature; Gunnison County Human Resources Manager Employment Agreement; Cheryl Seling; Effective March 1, 2021; $98,155/Annually
15. Lease Amendment Agreement; Russ Marshall, d/b/a Marshall Marine & Auto; 719 S. 10th Street, Gunnison, Colorado; Extension to 12:00 pm on August 31, 2021
16. Lease Amendment Agreement; Williams Drilling Co, Inc.; Extension to September 30, 2021
17. Off-Airport Ground Transportation Agreement, Gunnison-Crested Butte Regional Airport; San Miguel Ventures, LLC; December 1, 2020 thru November 30, 2021, Renewable for December 1, 2021 thru November 30, 2022
18. Crested Butte Center for the Arts Event Usage Agreement; Suicide Prevention Training; April 9, 2021 from 8am – 1pm
19. Grant Application; Colorado Department of Transportation; Gunnison County Substance Abuse Prevention Project (GCSAPP) Addressing Community Traffic Safety – Impaired Driving, Excessive Drinking and Community Norms Favorable Towards Substance Use

DRAFT

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

PULLED FOR DISCUSSION AND SEPARATE ACTION – Item #11. Intergovernmental Agreement for Winter Road Maintenance; County of Montrose, State of Colorado; January 1, 2021 thru December 31, 2021: Deputy County Manager Marlene Crosby was present for questions. She noted that this agreement was previously approved by the Board, and when it was sent to Montrose County, they had wanted two changes which DCM Crosby felt were good edits. These were:

1. The agreement was now renewable without Board action, and
2. The agreement gained clarification of the traded services and routes of the involved parties

DCM Crosby then noted that she had added it to the consent agenda to make sure that the correct version was now on file at the County Attorney's Office. With this explanation of changes, it was **moved** by Commissioner Smith; seconded by Commissioner Mason to approve Consent Agenda Item #11 – Intergovernmental Agreement for Winter Road Maintenance; County of Montrose, State of Colorado; January 1, 2021 thru December 31, 2021 – with edits as presented. Motion carried unanimously.

SCHEDULING:

1. County Manager Birnie noted that the Board had been invited to the Annual U.S. Forest Service Fire Management Discussion, tentatively to be held at a Board Work Session on April 27th from 10:30 am to noon. He asked for their approval of this date and time, and the Board gave its assent.
2. County Attorney Hoyt advised the Board that the Town of Crested Butte's staff, the Gunnison Board of County Commissioners, and the County Attorney's staff would need to schedule a discussion regarding the Mount Emmons Mine. He recommended that this joint meeting would be held probably sometime in mid- to late-May, and wanted to let them know of his recommendation for this meeting, as well as the timing.

COUNTY MANAGER'S REPORTS: County Manager Matthew Birnie reported on the progress of several large projects.

1. Working on Agreement with Marble and the Forest Service. County Attorney Hoyt has reviewed and suggested a language addition, which they were waiting to hear back on.
2. Marble Town Council met and voted to contribute $3,000 to the $10,000 salary for a Protection Officer. Marble would then like to also be a cooperator on the agreement. CM Birnie was fine with this, and has let the Forest Service know about this change, which will take a little longer since it is a Federal agreement that has to be amended
3. Issued a Notice to Proceed last week; this is the final work authorization for the Library project. The groundbreaking will be held next Wednesday, April 14th at 4:00 pm.
4. Issued a Notice to Proceed April 5th, to Shaw Construction for the Airport project.
5. Got the boat ramp in at Shady Island last week, and this project is "looking fantastic."

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

1. A Resolution Delegating the Authority to Temporarily Close County Roads to the Gunnison County Public Works Director. Requested by Gunnison County Emergency Manager, Scott Morrill, and created in anticipation of heavy traffic on Kebler Pass – regarding what might need to be done to manage closing the roads there, due to an emergency event. County Attorney Matthew Hoyt further explained that this resolution formalizes what has basically been done in the past; clarifies that anyone who violates these road closures can be subject to criminal or traffic code penalties; and delegates temporary authority by the Board, to DCM Crosby, to close these roads in the case of emergency. DCM Crosby would deliver a report to the board about such closures, and the closures would be limited in duration without further Board action. Upon this explanation, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to approve Resolution #2021-6; Delegating the Authority to Temporarily Close County Roads to the Gunnison County Public Works Director. Motion carried unanimously.
2. In answer to requests to open Kebler Pass road early due to the Little Blue Project on Hwy 50. After reviewing various reasons why opening early would be harmful to the road and environment, DCM Crosby explained that they should proceed as usual, and proposed only opening portions early for significant road maintenance and heavy traffic preparation.
3. In answer to requests to do additional maintenance. DCM Crosby projected that they would get in to do their magnesium chloride maintenance as soon as they open – have the road prepped and ready for application prior to opening. DCM Crosby also reminded the Board that maintenance on

Kebler depends on water – they could not do the maintenance without it. Commissioner Mason asked, in regard to the maintenance, if DCM Crosby had any conversations with Colorado Department of Transportation (CDOT) about funds to help "shore up" this added maintenance due to the Little Blue Project and its impact on Kebler Pass road. She replied that she had approached both CDOT and the Federal Highway Administration. Their response was that they would not do anything proactively, which puts the County into a reactionary mode. Commissioner Houck noted that past documentation of road usage on Kebler, such as traffic counters and traffic pattern analysis, would help them compare any additional traffic this year, and would be useful in applying to CDOT and the Federal Highway Administration for aid. Commissioner Mason interjected that it would also be useful to have the Sheriff Department give information on what is happening on the Kebler Pass road over the season. The problem of oversize vehicle use on Kebler was also brought up by Commissioner Mason. DCM Crosby stated she had wanted to address this very issue, but suggested that due to the agenda's tight schedule that day, she would ask for 15 minutes on the next week's work session agenda to discuss it.

4. $17,214.21 Grant Application for solar lights on the south end of Fairgrounds arena. DCM Crosby asked the Board's permission to proceed in applying for this grant. Electricity is not an option at the arena's south end – besides making a monthly expense, it would not be feasible to put it on the south end. Instead, they would like to mount poles, which they already have, in concrete and add six high-intensity solar lights to the south area where people load/unload horses, and 4-H practices.
5. Invitation to the BOCC to attend a retirement party for Robert Pettyjohn: DCM Crosby want the Board to know that it would be held Tuesday, April 13th at 1:00 pm, at the Fred Field Center.
6. Additional Commissioner comments: Commissioner Smith posed a question to DCM Crosby, regarding the Kebler Pass traffic expected this year, "There will be not just a volume of traffic, but a different type of traffic; how do you expect that to impact?" DCM Crosby relayed this was part of what she wants to discuss at next week's work session.

PUBLIC HEARINGS (2): Commissioner Houck conducted each of the two Public Hearing independent of the other.

1. Proposed Resolution and Adoption of International Residential Code, 2015 edition, Section N1102.4.1.2 Air Leakage Testing

a) Open of Public Hearing: Commissioner Houck opened the Public Hearing at 8:52 am.
b) Public Notice Confirmation: Public Notice was confirmed by Gunnison County Building and Environmental Health Official, Crystal Lambert.
c) Identify Ex Parte Communications: There were no ex parte communications identified.
d) Staff Presentation: Crystal Lambert explained that, following up on a February Board of County Commissioners work session, they are presenting a resolution to adopt the 2015 code section for air leakage limits in new residential construction. She reported that they had gone through a work session and public hearing with the Planning Commission in December 2020 and January 2021, and they voted to recommend the adoption of this section of the International Residential Code.
e) Applicant Presentation: N/A
f) Board Questions: There were no questions from the Board.
g) Public Comments: There were no public comments.
h) Acknowledge Correspondence Received: There was no correspondence received.
i) Applicant Response: N/A
j) Close Public Hearing: Commissioner Houck closed the public hearing at 8:55 am.

Moved by Commissioner Mason, seconded by Commissioner Smith to adopt Resolution 2021-7, a Resolution Adopting Section N1102.4.1.2: Air Leakage Testing of the "International Residential Code," 2015 Edition. Motion carried unanimously.

2. Proposed Resolution and Adoption of International Residential Code, 2018 edition, Appendix Q: Tiny Houses

a) Open of Public Hearing: Commissioner Houck opened the Public Hearing at 8:56 am.
b) Public Notice Confirmation: Public Notice was confirmed by Gunnison County Building and Environmental Health Official, Crystal Lambert.
c) Identify Ex Parte Communications: There were no ex parte communications identified.
d) Staff Presentation: Crystal Lambert explained that Community Development was following up on a February Board of County Commissioners work session, to propose a resolution to adopt Appendix Q of the 2018 edition of the residential code. Appendix Q is specifically for the design of Tiny Homes – houses under 400 sq. ft. floor area, not including the loft level – and facilitates the design and development of smaller spaces for residential purposes. She feels that there would be future customers who could use this aid in designing their small house.
e) Applicant Presentation: N/A
f) Board Questions: There were no questions from the Board.
g) Public Comments: There were no public comments.
h) Acknowledge Correspondence Received: There was no correspondence received.
i) Applicant Response: N/A
j) Close Public Hearing: Commissioner Houck closed the public hearing at 9:00 am.

DRAFT

Moved by Commissioner Smith, seconded by Commissioner Mason to adopt Resolution 2021-8, a Resolution Adopting Appendix Q: Tiny Houses of the "International Residential Code," 2018 Edition. Motion carried unanimously.

LOT CLUSTER AGREEMENT AND DECLARATION; LOT 6, BLOCK 1 OF THE CHAIR MOUNTAIN RANCH SUBDIVISION AND PARCEL C - A PARCEL OF LAND IN T 11 S, R 8 W OF THE 6TH PM WITH THAT PORTION LYING EAST OF THE EAST BOUNDARY OF CHAIR MOUNTAIN RANCH SUBDIVISION AND RUNNING TO THE CENTER OF THE CRYSTAL RIVER AND BOUNDED BY THE EXTENSION OF THE SOUTH BOUNDARY LINE OF LOT 5 AND THE NORTH BOUNDARY LINE OF LOT 7, BLOCK 1, CHAIR MOUNTAIN RANCH SUBDIVISION; ROBERT RUSSELL ELLIS AND YVONNE MARIE ELLIS: Presented by Administrative Services Manager Beth Baker. For consideration in the lot cluster agreement were two adjacent lots – one in Chair Mountain Ranch Subdivision and an adjacent lot that the owner refers to as Parcel C. The agreement was reviewed by the County Attorney's Office and Community Development Director; there is no Home Owner's Association; all utility companies had each approved their own part; taxes are current with no liens on the properties. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the lot cluster application and declaration of Lot 6, Block 1 of the Chair Mountain Ranch Subdivision and adjacent Parcel C, as presented. Motion carried unanimously.

LOT CLUSTER AGREEMENT AND DECLARATION; LOTS 9-14 & 27-32, BLOCK 27, SCHOFIELD TOWNSITE; ADAM MASONBRINK: Adam Masonbrink was in attendance via Zoom as Administrative Services Manager, Beth Baker presented this lot cluster agreement. For consideration in the lot cluster agreement were twelve adjacent lots in Block 27 of the Schofield Townsite. The agreement was reviewed by the County Attorney's Office and Community Development Director; there is no Home Owner's Association in Schofield; no utility companies to contact; taxes were current with no liens on the properties. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the lot cluster application and declaration of Lots 9-14 & 27-32 of Block 27, Schofield Townsite, as presented. Motion carried unanimously.

COMMISSIONER ITEMS: With the meeting ahead of schedule, and presenters for the next item not yet in attendance, Commissioner Houck elected to move to Commissioner items at 9:05 am.

Commissioner Mason:

1. Attended the Mayors & Managers meeting held April 1, 2021. Crested Butte Mountain Resort (CBMR) hosted the event and gave a presentation, in which notable topics were:
   a) CBMR will not have a reservation system for the 2021-22 season.
   b) CBMR reduced its EPIC pass by 20 percent.
   c) CBMR youth mountains sports are planned to be held this summer.
2. Library Groundbreaking ceremony will be held April 14, 2021. Everyone is invited.
3. April 12, 2021 will be beginning of actual CDOT closures on the US 50 Little Blue project.
   a) To include two hours of closure in the morning; one hour of closure mid-day, and two hours' closure in late afternoon, plus full closures at night. Closures are tentatively in effect sometime up through November. After that, it will be back open during the Winter.
4. Attended a presentation by Public Health Director, Joni Reynolds, to elected officials on April 5, 2021. Statistics given during this presentation included:
   a) 5,500 people are vaccinated, with either a singer shot of the Johnson & Johnson, or 2 shots of the others.
   b) By end of May 2021, there should be 10,000 people in the community with their full amount of vaccination shots. This should, potentially, move our COVID-19 risk rating into the green (A community that has fewer than one daily new case per 100,000 is green).

Commissioner Smith:

1. On April 5, 2021, both Commissioner Smith and Commissioner Mason attended a Recovery tour hosted by Governor Polis for local governments. This was to gather input and ideas from local government officials regarding how the stimulus funding can best be mobilized for recovery in order to build back a stronger Colorado. Several prominent issues included:
   a) Early Childhood Education to support the workforce, allowing parents to get back to work. With this is the ability to retain our talented educators, especially in light of the pay disparity they have been experiencing when compared to K-12 teachers. Also considered was the need for affordability in childcare – trying to open up access to some of the Colorado programs for families who might not otherwise be able to afford to send their children to Early Childhood education programs.
   b) Affordable Housing and Infrastructure (roads and bridges) were two more important issues looked at, as well.
   c) Broadband was a key issue, with most people wanting a portion of the one-time stimulus money to go toward, especially among those in rural communities. One recent example: children in Marble were not able to attend remote school during the pandemic.
   d) The State was also very interested in what can sustain long-term development. Commissioner Houck and the other Gunnison County Commissioners introduced the idea of interest-bearing

accounts and endowments that might be ways of continued funding beyond the one-time infusion of funds.

2. Attended a session hosted by Cathy Ritter of the Colorado Tourism Office. An innovative program introduced at the session involved helping event and catering types of businesses, who are still struggling to come back from the COVID-19 outbreak. The Tourism Office would supplement 10% to businesses who incentivize customer travel to Colorado – from large convention center conferences, to private gatherings like weddings. Already with a $10M funding source, this could include more funding, if the Tourism Office does add on from the Federal stimulus.
   a) Concerns brought up by Commissioner Smith at the session involved putting up "guard rails" to make sure that there would be a reasonable percentage of traditional lodging (an industry hardest hit by the COVID outbreak) who would benefit from this funding, not just short-term rental industry.
   b) Additional concern was expressed in regard to giving incentive to people to come at the times when businesses are already at their peak season. Discussion ideas stressed trying to put in incentives in the times before and after peak seasons, when impact could be greater for the participating businesses.

Commissioner Mason additions:

5. Attended a Rural Transportation Authority (RTA) meeting on March 26. There was some good news. Summer airline service out of Houston will start July 1st and continue through September 6th – a daily plane of 76 seats, 12 of which are first class. United will also be running two flights daily out of Denver with planes of 50 seats each.
6. Attended the Crested Butte Town Council Meeting on April 5th, and Commissioner Mason wanted to let the Board know that the Town Council did vote to close the dump station in Crested Butte. Commissioner Houck noted that this has been on the front burner for discussion with the Sustainable Tourism and Outdoor Recreation Committee (STOR) and all the parties involved; in fact, they were to have a meeting on next April 13th. CM Birnie suggested that it might be better to not close the dump site, but to take down the signage out on Hwy 35 advertising it. Commissioner Mason added that, with the relatively short notice for closure, the it was his recommendation that the Board ask the Tourism and Prosperity Partnership (TAPP) to help get the message out for this season's travelers, as to where available facilities will be located. Commissioner Houck added that he would also report back on the outcome at the STOR meeting.

Commissioner Houck:

1. Met with one of the Town of Pitkin Trustees. Topics included: Overview of successes and ongoing challenges; increased visitors and their impact; recreation infrastructure within the municipality of Pitkin. From this discussion, Commissioner Houck expressed his desired to attend Pitkin's town meetings 2-3 times per year, especially in the summer months when a lot of the seasonal residents are also there.
2. Met with Scott Braden of Colorado Wildlands Project. Commissioner Houck has worked with Scott previously in Conservation Colorado supporting the work with sage grouse litigation in Gunnison County. As Colorado Wildlands is a conservation-oriented group which has been focused primarily on BLM lands in the Uncompahgre Plateau, Scott wanted to reconnect to let Commissioner Houck know that Colorado Wildlands is wanting to continue to work with BLM, Gunnison County, and the stock growers in supporting sage grouse habitat conservation through good stock grower and public land management in the Gunnison County area.
3. Serving on the Gunnison Basin Roundtable implementation plan sub-committee. Commissioner Houck reported they are finalizing some of the work plan; will give more updates when he does a House Bill 1177 update.
4. Attended the Little Blue – Colorado Department of Transportation meeting. Commissioner Houck was happy to see they are moving forward with the plan for two years; appreciate how they out their commitments working with ag producers, the timber industry, planning for sanitation and safety, connecting people who are in the queue, and also their thoughtfulness in minimizing the impact for people in the Arrowhead community. He also suggested Gunnison County and the Sheriff's Department might help by giving public safety updates every two months throughout the project, in order to assist CDOT in making any needed adjustments. Commissioner Houck added that scheduled closures are to start on the 12th of April.
5. Attended the Sustainable Tourism and Outdoor Recreation (STOR) Committee meeting last Thursday, April 1st. Commissioner Houck wanted to note that during the meeting, Matt Reed of HCCA – High Country Conservation Advocates – asked if STOR could help manage some of the issues over in Marble. Commissioner Houck acknowledged that some of the difficulties for STOR include completely different forest, and different Colorado Parks & Wildlife (CPW), with management practices which were specific to that area. He then noted that when the Board met in Marble pre-pandemic, there was good progress in setting up Western Colorado University graduate students to help work on gathering information to address some of the area's issues. Joe Lavorini, Gunnison County Stewardship Coordinator for the National Forest Foundation was also instrumental in helping show STOR a structure in which to set this up. County Manager Birnie noted that the Town of Marble is also stepping up to assist, and Commissioner Mason added there were a lot of people that wanted to pitch in to help, and he would have more to add to this at the end of the meeting, when time permitted.

DRAFT

6. Commissioner Houck has been asked to participate in a collaborative with the State Forestry Service, Forest Service, and Federal Land Management agencies over forest planning. This forest health initiative encompasses watershed health, forest health, and fire reduction and risk mitigation. He will be working closely with the State Forestry group in Gunnison over the next two years or so.
7. Keeping watch over the Gunnison Sage Grouse litigation. Commissioner Houck is checking in with both the legal team and stock growers, being prepared as this litigation moves forward.
8. Attended Colorado Counties, Inc. (CCI) Legislative meetings. Commissioner Houck reported they had been productive meetings last week, but that he had not been able to attend last Friday, April 2nd. He further noted that the Public Health Bill stipulating that County Commissioners not serve on Boards of Health, was significantly modified. Commissioners will be able to serve, but with a yearly training requirement added.
9. Board of County Commissioners attended a joint meeting April 2nd, with the Gunnison County Planning Commission and Community Development staff. Commissioner Houck thanked the Community Development staff for their strong support of the Planning Commission, and added that he felt they had covered a lot of good ground – in regards to policy direction from the Board, and in making sure the Planning Commission was empowered with the tools they need.
10. Attended a Value Leadership meeting last Wednesday, March 31st. Commissioner Houck shared that they are working very diligently on the economic recovery part of COVID.

Amendment to Declaration of Protective Covenants of The McCormick Ranch Regarding Rentals; LUC-21-00008: Presented by Senior Planner for Community Development, Hillary Seminick. Hillary stated that this amendment is a proposal to add a restriction to short-term rentals. The applicant has provided 100% of ownership, and has signed off on the approval; the Town of Crested Butte, also a party to the covenants, has signed off as well in early March. Lot 5 had recently changed ownership, and the new signature page was presented to the Board for consideration as well.

David Leinsdorf, legal representation for this item, was also present. Commissioner Houck asked Mr. Leinsdorf if there was anything he would like to present to the Board, that would be of interest to them as they moved forward on this issue. Mr. Leinsdorf stated that Hillary and the prepared packet were very clear, and he was present for any questions the Board might still have. With no questions from the Board, it was **moved** by Commissioner Mason, seconded by Commissioner Smith, to approve, pursuant to Section 12.6, the Declaration of Protective Covenants of The McCormick Ranch, the Amendment made that day, as presented by staff. Motion carried unanimously.

Request for Stuplich Covenant Conservation Easement Interpretation; 24888 Highway 135, Crested Butte, Colorado; Villanueva Family Trust: Presented by Senior Planner for Community Development, Hillary Seminick. A brief overview from Hillary outlined that the applicant wished to place a berm inside a conservation easement area, and Hillary asked the Board for direction, as there were no specifics within the conservation easement covenants stating whether or not a berm could be constructed. Concerns raised by staff concerning the construction of a berm included:

1. Visual impacts
2. Ability to continue agricultural activities near it when constructed

Recommendations made by staff — should the Board wish to support the addition of a berm — were in the packet provided, and included:

1. Amendment of the Conservation Easement to include the berm activity within this area
2. Dimensional and maintenance requirements'
3. Consideration of applicant proposed language
4. Design professional be used to construct the language
5. Staff have the ability to view and approve the construction of the berm, regardless of size
6. A watering plan be developed, and the applicant be able to demonstrate that there is adequate water supply in order to irrigate this additional element added to their property

Issues raised by the Board during discussion included:

1. What is the reasoning behind wanting the berm; i.e., is this for noise and visual barriers, etc.
2. Will the applicant be willing to invest in infrastructure to deliver water to the berm and bring it back to a natural state with native wild species of plants?
3. Have they made sure that the berm will not be constructed on a flood plain
4. Would a reclamation permit be necessary?

The Board wanted the above topics answered, and the owner revisited in order to make clear that these issues would be conditions to building the berm. After further discussion, it was decided to:

1. Move forward with further fact-finding
2. Revisit this with the applicant, and have a discussion whether or not the applicant can financially meet the changes needed
3. After consulting with owner to determine ability to meet staff concerns on maintenance/ reclamation, revisit the issue with the Board and potentially draft an amended Conservation Easement
4. The Board also requested that the applicant be present when this item was again on the agenda

Boundary Line Adjustment; Lots 3 and 4, Ohio Meadows Subdivision; Ramon and Renee Ray and James Talbot: Presented by Senior Planner for Community Development, Rachel Sabbato. Rachel stated that James Talbot is the owner of Lot 4 and the Rays own Lot 3. Together, they had applied for

adjustment of the boundary between the two lots, with the Rays acquiring 1.8 acres. Rachel confirmed that Deputy County Attorney Emily Gaebler had reviewed and approved it; the taxes were up-to-date; and the HOA had also approved it. With no further questions, it was **moved** by Commissioner Mason, seconded by Commissioner Smith, to approve the boundary line adjustment of Lots 3 and 4 in Ohio Meadows Subdivision, as presented, and authorize the chairperson to sign the plat. Motion carried unanimously. Commissioner Houck then signed the plat presented to the Board at the meeting.

Public Hearing; Alley Vacation Request; Lots 6-13, Block 19, Irwin, Colorado; Justin and Tracy Williams Hastings: Presented by Deputy County Manager Marlene Crosby.

1. Open of Public Hearing: Commissioner Houck opened the Public Hearing at 9:56 am.
2. Public Notice Confirmation: Public Notices in the newspapers were confirmed by DCM Crosby; however, she noted that letters were not sent to adjacent property owners; in addition, the lot cluster was not ready.
3. DCM Crosby asked to continue this Public Hearing at 8:50 am, April 20, 2021 – the date of the next Board of County Commissioners Regular Meeting. She noted that the lot cluster and resolution for the vacation should be ready by the April 20th meeting.

Moved by Commissioner Houck; seconded by Commissioner Smith, to continue the Public Hearing on the Alley Vacation Request for Justin and Tracy Williams Hastings, on April 20th at 8:50 am; when the Board will take up the matter again. With no further discussion, the motion carried unanimously.

BREAK: There was a short recess from 9:58 am to 10:02 am

Appeal of Lot 7 and Lot 8, Block 9, Crested Butte South Filing 2 Decision: Commissioner Houck opened the Appeal Hearing at 10:02 am, and identified those present – either in person or on Zoom meeting – as: the appellants Andy Tyzzer, Susan Tyzzer, Craig Maestro, Pam Maestro, Alison White, Tim White, Jean Bell-Dumas, Norman Dumas, Rodney Morrill, Catherine Morrill; representative for the appellants, Attorney Nancy Essex; representative for the applicant South Butte LLC, Brian Moreland; and Manager for Crested Butte South Property Owner Association (POA), Dom Eymere. Also present were Deputy County Attorney (DCA) Emilee Gaebler, and Community Development Director (CDD), Cathie Pagano.

1. Commissioner Houck outlined that the appeal was filed in December 2020, following a decision made by Director of Community Development, Cathie Pagano, wherein she upheld the approval of an application for two duplexes in Crested Butte South. Commissioner Houck also identified the appeal as being pursuant to two different pieces:
    a) The Crested Butte South's Special Area of Regulations, Section 109-A2, and the
    b) Applicable Appeal Procedures of the Land Use Regulations (LUR), Section 8-103
2. Public Notice on the Appeal Hearing, pursuant to LUR Section 8-103 C2a, was confirmed by Community Development Director, Cathie Pagano.
3. Identify Ex Parte Communications: Commissioner Mason identified several occasions where he had discussed this matter – two separate discussions with Andy Tyzzer in August to September of 2020; once during a phone call from Attorney Essex on January 6, 2021, wherein she requested moving the appeal from Cathie Pagano's office to the Commissioners'; and on another occasion when he discussed the matter with Craig Maestro. Due to these Ex Parte conversations and upon the counsel of Deputy County Attorney Emilee Gaebler, Commissioner Mason recused himself from the proceedings, and did leave the room.
4. A decision needed to be made by Commissioner Houck and Smith, pursuant to LUR Section 8-103 C2c, as to whether the appeal needed to continue as a public hearing or as a review of records. When asked, Deputy County Attorney Emilee Gaebler advised that the standard for a public hearing could not be met, as there was no additional testimony or new documentation to be presented at this meeting. Therefore, it was **moved** by Commissioner Smith, seconded by Commissioner Houck, to proceed as a review of the records only, with no public hearing, as laid out in the LUR Section 8-103 C2c. Motion passed unanimously.
5. Commissioner Houck introduced the records review by stating that they would hear from both the appellants and the applicant. After consultation with Deputy Attorney Gaebler, Commissioner Houck stipulated that a reasonable amount of time for each side's presentation would be 15 minutes. Commissioner Houck emphasized that both sides would be able to use any portion up to this time limit, with each side's amount of time noted, and the topic directed back on target, if need be. When DA Gaebler was asked to outline what the Commissioners role should be in ruling on the appeal, she outlined that, according to the 2008 Crested Butte South's Special Area of Regulations, Section 109-A2, the Board of County Commissioners shall not overturn the decision of the POA unless there is no credible evidence in the written record of the POA to support the final decision.
6. Presentation by Attorney Nancy Essex. She represented eight appellants who are owners of five lots – three of these lots are adjacent to the lots under consideration; one is in the general neighborhood; and one is across the street. Attorney Essex asked for her time to be split for later rebuttal time; however, Commissioner Houck denied this, advising her that it was a review of the records only, so there would be no back and forth – just a presentation of each side's position. Attorney Essex position highlights included:
    a) The two lots in question were identified as being at the corner of Blackstock and Cement Creek – the final building approval was for a duplex – one part on each of the lots, both owned by one owner, with a joint driveway going down the lot line and accessing Cement Creek Road.

b) With both Andy Tyzzer and Craig Maestro identified as being present in the Board room, Attorney Essex noted that there were accusations claiming the appeal was driven solely by Mr. Tyzzer, who doesn't want building on the lots because they are in the view corridor from the back of his house. She stressed that nothing in the record supported this, and that he was not the only appellant.

c) Attorney Essex highlighted that opposition to the development of the two lots was based on the numerous ways there had been a failure to follow the applicable rules and covenants – by the Design Review Committee who approved building on one of the lots before any variance was allowed; by the POA Board who did not have the necessary evidence to meet the findings necessary to grant a variance; and by CDD Cathie Pagano who stated in the December 9th, 2020 meeting that she assumed such findings had been made. Attorney Essex stressed that:
   i. It was clear in this case that a variance was required; otherwise the requirement was to build a driveway no closer than 10 feet from the lot edge.
   ii. Crested Butte South Design Regulation Guidelines state that, if you need a variance for your application, that has to be submitted first. No such application was made before the design review proceedings.

d) Attorney Essex also referred to Design Review Guidelines Section 1.1. These guidelines outline very specific reasons which must be met for granting a variance. They state that before the Board of Directors can grant a variance, the applicant must prove a physical hardship and the POA Board must find the following:
   i. special circumstances which would substantially restrict the effectiveness of the development,
   ii. that the special circumstances were not created by the applicant,
   iii. that the granting of the variance will be in general harmony with the purposes of the CB South rules, and will not be materially detrimental to persons residing or working in the vicinity or to adjacent property, and
   iv. the variance applied for does not depart from the provisions of the CB South rules and regulations, any more than required.

   Attorney Essex asserted that the POA Board, when considering the application for a variance, did not even refer to the requirements, nor make a finding of evidence to support the findings.

e) Attorney Essex stated that the Developer had asserted that they could not have a driveway opening on to Blackstock because the Design Review Committee would not allow that. She points to minutes from the Design Review committee meeting which show this was never stated, nor did they vote not to approve an application with a driveway going onto Blackstock. Instead, she asserts that the record shows that the developer went to Public Works with a joint driveway proposal, and that Public Works said that they would approve the proposal. Public Works never stated that this was the only way that access could be configured, going on to Cement Creek.

f) Attorney Essex asserted there was evidence that the variance is a hardship created by the applicant, because the developer had not pursued a plan to have one driveway exit onto Blackstock and one onto Cement Creek. She pointed out that:
   i. Prior testimony from appellant Pam Maestro showed that the joint driveways, with as many as twelve cars, would be shining lights directly onto the Maestro's house.
   ii. Review of process reveals that there has been no following of the rules for obtaining a variance, nor a sincere effort by the POA Board or Community Development Director, Cathie Pagano, to show that there has been a following of the rules.

g) Attorney Essex granted the rest of her time to appellant Andy Tyzzer. He emphasized that there was no reason why the driveways had to be configured together down the lot line; that the regulations for a variance stipulated that any variance could not be materially detrimental, affecting the surrounding neighborhood or adjacent properties in a negative manner. Mr. Tyzzer cited minutes from the POA Board meeting of 9/9/20, which had discussed the problem of lights shining into the Maestro's residence. He stated that the POA Board had suggested increasing the vegetation around the Maestro's house; they did not disagree that the variance would be an issue with the lights.

7. Presentation by the representative for the applicant, South Butte LLC, Brian Moreland. Commissioner Houck asked for the record to reflect that, because the appellants took 16-1/2 minutes, then he would give the same amount of time to the applicant. Mr. Moreland started by asking for clarification on whether the Board was looking at the procedural issues, or the whole project. Commissioner Houck then asked Deputy County Manager Emilee Gaebler to clarify. She explained that they were looking at the record of the decision made by the POA – did the POA have facts, did they base their decision on facts, and did these facts show in the record. With this explanation, Brian Moreland stated that he tried to follow all the procedures according to every meeting he had with the representatives on the County government and POA Board. These both told him he had no more requirements that he needed to submit. He explained that he did submit a variance request, and that the Commissioners did have this in their packet for review. Mr. Moreland disclosed that he spent over $300,000 more than expected by following the guidelines and meeting the requirements of the POA Board. Specifically, he did have the Design Review Committee tell him they would not approve his project unless he went to the County to have his entrance off of Cement Creek. He also stressed that he was told he could only have one driveway off of Cement Creek, not just one cut, as Mr. Tyzzer had mentioned. In closing, Mr. Moreland added

that the last delays of the project, due to the numerous appeals, had cost him over $140,000, and that he feels this has been an abuse of the appeals process, but he appreciated the Board of County Commissioners and thanked them for their time.

Commissioner Houck then asked if the Board had any questions for either the applicant or the appellant. DCA Emilee Gaebler directed them to the records and asked that they consider the minutes of 10/7 and 9/9, making sure they address whether or not there are facts in the records which support the decision of the POA Board. Commissioner Smith asked about the special circumstances that brought about the variance. DCA Gaebler advised her that it was not the Board's job to decide whether or not a variance was met, but rather to look at the records and see if the POA did look at those factors when they were considering their decision to grant a variance.

Upon this direction from DCA Gaebler, and with no further questions from the Board, it was **moved** by Commissioner Houck, seconded by Commissioner Smith, to close the appeal hearing, argument of the record. Motion carried unanimously.

Commissioner Houck opened the meeting to Board discussion of the hearing, adding a reminder to focus on standard of review and criteria laid out earlier by DCA Gaebler, in order to determine if there was credible reason to support the POA Board's approval of the project.

After discussion by both Commissioners Smith and Houck – noting that they had both extensively studied the provided records – it was **moved** by Commissioner Houck, seconded by Commissioner Smith that the Board of County Commissioners found there was creditable evidence in the record that supported the POA's decisions, and therefore, they would deny the appeal and affirm the decisions made by CDD Cathie Pagano and the POA Board, based on the record review they conducted that day. Motion carried unanimously.

BREAK: The meeting recessed from 10:48 a.m. to 10:51 a.m. Commissioner Mason then re-joined the meeting after the break.

SUPPORT FOR COLORADO RIVER DISTRICT PARTNERSHIP PROJECT FUNDING PROGRAM APPLICATION; CIMARRON CANAL AND RESERVOIR COMPANY; FISH CREEK RESERVOIR #2 REPAIR AND CONSERVATION PROJECT: Commissioner Houck noted that, in order to get funding, these types of projects require the support of the County in which the project will take place. With no questions from the Board, and all Commissioners adding their support, it was **moved** by Commissioner Houck, seconded by Commissioner Smith, to support the Colorado River District Partnership Funding Program Application for Cimarron Canal and Reservoir Company, for the Fish Creek Reservoir #2 repair and conservation project, and that a letter of support would then be prepared with the authorized signatures of the full Board added to the letter of support. Motion carried unanimously.

COMMISSIONER ITEMS (cont'd): Commissioner Houck switched the order of the agenda to see if there was anything left to add to the Commissioner Item topics. Commissioner Mason commented that he will be attending a Marble committee meeting that afternoon, and also on the 13th of April, and that he was looking forward to connecting and working with the Marble group in the meetings.

UNSCHEDULED CITIZENS: There were no unscheduled citizens present for discussion, either remotely, via Zoom, or in the Board meeting room.

Commissioner Houck recessed the regular meeting at 10:56 a.m., in order to go in to an executive session.

EXECUTIVE SESSION, PURSUANT TO C.R.S. §24-6-402 (4) (E) (I), FOR THE PURPOSE OF RECEIVING ATTORNEY-CLIENT PRIVILEGED LEGAL ADVICE, DEVELOPING STRATEGY FOR NEGOTIATIONS AND INSTRUCTING NEGOTIATORS, AND DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS RELATED TO A POTENTIAL PROPERTY INTEREST LOCATED IN GUNNISON COUNTY: Commissioner Houck **moved** to go into Executive Session, pursuant to C.R.S. §24-6-402 (4) (e) (I), for the purpose of receiving attorney-client privileged legal advice, developing strategy for negotiations and instructing negotiators, and determining positions relative to matters that may be subject to negotiations related to a potential property interest located in Gunnison County. The participants in the Executive Session were the full Board of County Commissioners, County Manager Matthew Birnie, County Attorney Matthew Hoyt, and Deputy County Attorney Emilee Gaebler. Commissioner Smith seconded the motion, and the motion was carried unanimously.

The Board went into executive session at 10:57 a.m. The executive session was held in the Administration Meeting Room, and no contemporaneous records were kept. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S, §24-6-402(4). This specific session was conducted as per §24-6-402 (4) (E) (I).*

Attorney Statement Regarding Executive Session

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

DRAFT

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

Date: _____ _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____ _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

Upon returning to the meeting room, it was **moved** by Chairperson Houck to come out of executive session, affirming that the participants in the executive session remained consistent with those read into the record, and that they did stay on topic. Commissioner Mason seconded the motion, and the motion carried unanimously.

Commissioner Houck adjourned the Executive Session at 11:23 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

RECONVENE: At 11:23 am, Commissioner Houck reconvened the Gunnison County Board of County Commissioners Regular Meeting.

Chairperson Houck then **moved** to have County Manager Matthew Birnie negotiate, obtain proper financing, prepare and execute appropriate documentation for purchase of property interests in Gunnison County. Commissioner Smith seconded the motion; the motion carried unanimously.

ADJOURN: It was **moved** by Commissioner Houck, seconded by Commissioner Smith, to adjourn the Gunnison County Board of Commissioners Regular Meeting. Motion carried unanimously. The meeting adjourned as the Gunnison County Board of County Commissioners at 11:24 am.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT (LMD):

CALL TO ORDER: Chairperson Houck called the meeting to order as the Gunnison River Valley Local Marketing District at 11:24 am.

FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT ON FUNDING; GUNNISON-CRESTED BUTTE TOURISM ASSOCIATION; INCREASE TO $2,390,590.51: Commissioner Houck introduced John Norton, Executive Director for the Tourism and Prosperity (TAPP) Board, asking what plans they initially had in the original budget, and what was planned for the additional funds requested.

John Norton noted that it was highly unusual to be off on a yearly budget by even one percent, but noted that lodging sales percentages were up considerably last year, giving them a surplus of $350,000 for the budget. Commissioner Houck noted that he saw in the proposal additional support for ICELab, the Sustainable Tourism & Outdoor Recreation (STOR) Committee projects, and also for improving the arrival experience at the Gunnison-Crested Butte Regional Airport. He asked the Board of Commissioners if they had any questions regarding the projects listed in the budget.

Commissioner Smith asked about snow marketing – what would the money be utilized for in "place making?" John Norton deferred to TAPP member, Bill Ronai, who explained that two elements were included here: one was updating the downtown wall and small park to emphasize what is going on in Gunnison, particularly with biking added; and the other was in improving the arrival experience at the airport. He mentioned that he wanted to work with the Board as well as the City of Gunnison on these projects.

Commissioner Houck added that the airport was a great opportunity to add directional, streetscape, and landscape signage which would help new arrivals get a sense of what can be experienced in the area, upon arrival. He mentioned that they could work through the process much as they have before, and if there are roadblocks, to stop and discuss; he did not want the Board to be micromanagers, but instead wanted to be sure they gave the LMD clear expectations and direction with which to proceed.

County Manager Birnie added that much of this would be for future planning and dialogue, but that there would be ample opportunities at the airport for an enhanced experience.
Commissioner Smith asked John Norton if there had been any dialogue with the City in helping to make the mural design cohesive with other design projects planned for the area. He replied that that they have been in contact and they have agreed that a "trails message" is completely appropriate for Gunnison.

Commissioner Mason added that the design at the airport and the other projects must highlight the opportunities unique to this destination. John Norton assured him that the LMD would not operate in a "silo," announce the results, and then begin to install anything. He assured Commissioner Mason that they would be working hand in hand with the Board of Commissioners and with the City as well.

Commissioner Smith expressed surprised that the focus of the mural was already decided. She added that more public input is a better process – that people would want a say in what the murals say about the community, collectively.

With no further discussion, Commissioner Houck **moved** to approve the First Amendment to Memorandum of Agreement of funding, between the Gunnison River Valley Local Marketing District (LMD) Board and the Tourism and Prosperity Partnership (TAPP), as outlined in the document included in that day's packet. Seconded by Commissioner Mason. Commissioner Smith inserted that she is approving this with the expectation and trust that they would move forward with TAPP in a relationship that incorporates the community voice into decisions made. Motion carried unanimously.

ADJOURN: Moved by Commissioner Houck, seconded by Commissioner Mason, to adjourn the meeting as the Gunnison River Valley Local Marketing District. Motion carried unanimously. The meeting adjourned as the Gunnison River Valley Local Marketing District at 11:47 am.

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

Minutes Prepared By:

_____
Melanie Bollig, Deputy County Clerk

Attest:

_____

Kathy Simillion, County Clerk

DRAFT

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY

RESOLUTION NO: 2021 – 6

A RESOLUTION DELEGATING THE AUTHORITY TO TEMPORARILY CLOSE COUNTY ROADS TO THE GUNNISON COUNTY PUBLIC WORKS DIRECTOR

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

WHEREAS, pursuant to C.R.S. § 42-4-106 the Board has the authority to prohibit the operation of vehicles and to impose restrictions as to the weight of vehicles operated upon highways under the Board's jurisdiction for a period not to exceed ninety (90) days in any one calendar year;

WHEREAS, pursuant to C.R.S. § 42-4-111 the Board has the authority to adopt regulations as may be necessary to cover special conditions and close a county road or portions of it temporarily;

WHEREAS, C.R.S. § 30-11-107(1)(h) provides the Board of County Commissioners with the authority to "lay out, alter, or discontinue any road running into or through such county and also to perform such other duties respecting roads as may be required by law[;]"

WHEREAS, the County has broad powers to regulate public roads over which it has jurisdiction. *Bd. of County Commr's of County of Logan v. Vandemoer*, 205 P.3d 423,426 (Colo. App. 2008);

WHEREAS, the Board of County Commissioners is "vested with reasonable discretion as to the modes and methods by which it may exercise the power . . . .[of] laying out, altering or discontinuing roads." *Switzer v. Bd. of County Comm'rs*, 203 P. 680, 681 (Colo. 1922);

WHEREAS, unforeseen events or acts of God can require the immediate need to close county roads to protect the health and safety of the traveling public, including avalanche danger, flooding, geologic failure, motor vehicle accident, bridge failure, excessive wind damage, or adverse weather conditions;

WHEREAS, the County Public Works Director may need to act immediately to close a road and exigent or emergency circumstances would prevent action by this Board to do so;

WHERAS, due to the foregoing, the Board desires to delegate its authority to close roads on a temporary basis to the Gunnison County Director of Public Works;

NOW, THEREFORE, BE IT RESOLVED that, pursuant to its authority, the Board hereby delegates to the Gunnison County Director of Public Works the authority to temporarily close Gunnison County roads for a period of no more than five (5) days without the express authorization of the Board by duly enacted resolution to protect the health, safety and welfare of the traveling public.

RESOLVED that the Board directs the Gunnison County Director of Public Works to post such signage and traffic control devices that in her discretion she deems necessary to warn, control or guide the public on or around such road closures pursuant to all Federal, state and local law and rule.

RESOLVED that no less than annually the Gunnison County Director of Public Works shall report to the Board the location, reasons and length of any closures pursuant to this Resolution.

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted this 6th day of April, 2021.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

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

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY

RESOLUTION NO: 2021 – 7

A RESOLUTION ADOPTING SECTION N1102.4.1.2:
AIR LEAKAGE TESTING OF THE "INTERNATIONAL RESIDENTIAL CODE," 2015 EDITION

WHEREAS, pursuant to C.R.S.§38-28-201, et. seq., the Board of County Commissioners of the County of Gunnison, Colorado (herein the "Board") previously adopted the "International Residential Code", 2015 edition with amendments in Resolution No: 17-23; and

WHEREAS, Resolution No: 17-23, adopted Section N1102.4.1.2 with an amendment deleting the requirement to achieve less than an air leakage rate limit in order to provide time to collect feedback from homeowners and contractors about the air leakage testing, to collect information about typical air leakage rates for various types of structures, and to allow time for the local building industry to advance processes and skills to build tighter envelopes; and

WHEREAS, the Board has reviewed the air leakage test results collected since 2018 on new residential construction projects which indicates that air leakage can be limited to within the threshold provided in Section N1102.4.1.2 of the "International Residential Code," 2015 edition; and

WHEREAS, the Board has determined that adoption of Section N1102.4.1.2 of the "International Residential Code," 2015 edition without amendment establishes a minimum standard of quality regarding air tightness which increases the performance of structures, reduces uncontrolled air infiltration, reduces the energy demand for heating and cooling, increases the comfort level of occupants, and reduces greenhouse gas emissions in Gunnison County; and

WHEREAS, the Gunnison County Planning Commission has reviewed and recommended to the Board adoption of Section N1102.4.1.2 of the "International Residential Code", 2015 edition without amendment; and

WHEREAS, a public hearing on this matter was held by the Board on the 6th day of April, 2021; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that Section N1102.4.1.2: Air Leakage Testing of the "International Residential Code," 2015 edition is hereby adopted without amendment for the unincorporated area of Gunnison County

The previously adopted and amended Section N1102.4.1.2: Air Leakage Testing of the "International Residential Code", 2015 edition, as adopted in Resolution No: 17-23, shall be superseded effective immediately.

INTRODUCED by Commissioner Mason, seconded by Commissioner Smith, and adopted this 6th day of April, 2021.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

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

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY

RESOLUTION NO: 2021 – 8

A RESOLUTION ADOPTING APPENDIX Q:
TINY HOUSES OF THE "INTERNATIONAL RESIDENTIAL CODE," 2018 EDITION

WHEREAS, pursuant to C.R.S.§38-28-201, et. seq., the Board of County Commissioners of the County of Gunnison, Colorado (herein the "Board") previously adopted the "International Residential Code", 2015 edition with amendments in Resolution No: 17-23; and

WHEREAS, the "International Residential Code", 2018 edition includes Appendix Q: Tiny Houses concerning specific building codes as they apply to residential dwellings that are 400 square feet in floor area or less; and

WHEREAS, the Board has reviewed Appendix Q: Tiny Houses of the "International Residential Code," 2018 edition; and

WHEREAS, the Board has determined that adoption of Appendix Q: Tiny Houses of the "International Residential Code," 2018 edition establishes certain building code standards that can be helpful for the design and planning of small dwellings, 400 square feet in floor area or less, when used along with the remainder of the adopted "International Residential Code" in Gunnison County; and

WHEREAS, the Gunnison County Planning Commission has reviewed and recommended to the Board adoption of Appendix Q: Tiny Houses of the "International Residential Code", 2018 edition; and

WHEREAS, a public hearing on this matter was held by the Board on the 6th day of April, 2021; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that Appendix Q: Tiny Houses of the "International Residential Code," 2018 edition is hereby adopted for the unincorporated area of Gunnison County

The previously adopted and amended "International Residential Code", 2015 edition, as adopted in Resolution No: 17-23, will continue concurrently with this Appendix.

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted this 6th day of April, 2021.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

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

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: April 20, 2021 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

The draft of the 4-20-2021 BOCC regular meeting minutes are attached for consideration

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

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 7/2/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/2/2021

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

Agenda Date: 7/6/2021

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
April 20, 2021

The April 20, 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 [REMOTE]
Liz Smith, Commissioner
Matthew Birnie, County Manager [ABSENT]
Melanie Bollig, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

CALL TO ORDER: Chairperson Houck called the Gunnison County Local Liquor Licensing Authority meeting to order at 8:55 am, due to a technical delay.

ALCOHOL BEVERAGE LICENSE #03-13185; SKYHIGHCOLORADO, LLC DBA NUGGET CAFE; EFFECTIVE DATES 4/6/2021 - 4/6/2022: With no questions or concerns noted by the Commissioners, it was **moved** by Commissioner Houck, seconded by Commissioner Smith, to approve the liquor license as presented and authorize the Chair's signature. Motion carried unanimously.

ADJOURN: Commissioner Houck adjourned the Gunnison County Local Liquor Licensing Authority at 8:56 am.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT:

CALL TO ORDER: Chairperson Houck called the Gunnison River Valley Local Marketing District meeting to order at 8:56 am.

LOCAL MARKETING DISTRICT FUNDING REQUEST; MARBLE CRYSTAL RIVER CHAMBER OF COMMERCE: EFFECTIVE DATES 1/1/2021 THRU 12/31/2021; $25,500: Due to some members of the Chamber of Commerce not being able to join in remotely at that time, Chairperson Houck elected to move this to the end of the meeting, and continue with the next agenda items.

ADJOURN: Commissioner Houck adjourned the Gunnison River Valley Local Marketing District at 8:57 am.

GUNNISON COUNTY BOARD OF CONTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the Gunnison County Board of County Commissioners Regular Meeting to order at 8:57 am.

AGENDA REVIEW: There were no changes made to the agenda, other than noting the later times for the meeting that day.

MINUTES APPROVAL: With two changes to the February 2, 2021 minutes – one change noted by Commissioner Smith to Commissioner Items, and the addition of clarifying language by Deputy County Attorney (DCA) Emilee Gaebler – it was **moved** by Commissioner Houck, seconded by Commissioner Smith, to approve the meeting minutes with those corrections made to the record. Motion carried unanimously.

1. February 2, 2021 Regular Meeting
2. February 16, 2021 Regular Meeting
3. March 2, 2021 Regular Meeting

CONSENT AGENDA: With no questions or concerns by the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the Consent Agenda as presented. Motion carried unanimously.

1. Funding Agreement; Gunnison Valley Health Foundation; Launch of Behavioral Health Department; 1/1/2021 thru 12/31/2021; $11,000
2. Grant Application; Gunnison County Substance Abuse Prevention Project; MetRec Community Collaboration Choice Pass Scholarships; $4,000
3. Contractor Agreement; MGT of America Consulting, LLC; 4/20/2021 thru 08/31/2021; $5,575
4. Statement of Work Agreement; Gunnison County Department of Health and Human Services; Child Fatality Prevention Support Reviews; 7/1/2021 thru 6/30/2022; $3,500
5. Memorandum of Understanding; Gunnison-Crested Butte Regional Airport; Colorado Department of Transportation's Division of Aeronautics; Aviation Weather Camera Installation
6. Network Agreement; Quality Health Network; Facilitation of Exchange of Electronic Health Records Between Providers
7. Grant Application Approval; Health and Human Services; Caring for Colorado Vaccine Equity Grant to Increase Access to Low-Income, Spanish-speaking Individuals, Remote Communities, and Youth; $35,164

DRAFT

SCHEDULING: No changes were noted during a review of the upcoming schedule of meetings.

COUNTY MANAGER'S REPORTS: County Manager Matthew Birnie was not present that day, so the Board moved to the Deputy County Manager's Report and Project Updates.

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

1. Request for Approval; Gunnison Nordic Fundraiser Ride on Cottonwood Pass; May 28, 2021. DCM Marlene Crosby explained that the ride would not need a road closure, as the fundraiser ride would be scheduled right before the official opening of Cottonwood Pass. Also present via Zoom was Joellen Fonken, representing Gunnison Nordic. She explained that Gunnison Nordic did not want to promote this fundraiser until they had the direction and approval from the Board. The possibility for an annual ride would be entertained, depending on how it worked out on this first year. DCM Crosby amended the date, saying that it would be May 27th instead, as this was the Thursday which Gunnison Nordic requested for the ride. Insurance for the ride was also discussed, and Joellen agreed to check into acquiring this. With the need for insurance noted, the Board approved Gunnison Nordic to go ahead with planning their fundraiser ride on May 27, 2021.

Change of Agenda: Because of timing, Chairperson Houck moved the Public Hearing and corresponding Log Cluster items ahead, in order to be closer to the 9:00 am that had been posted on the Public Notice.

PUBLIC HEARING; ALLEY VACATION REQUEST; LOTS 6-13, BLOCK 19, IRWIN, COLORADO; JUSTIN HASTINGS AND TRACY WILLIAMS HASTINGS:

1. Open of Public Hearing: Commissioner Houck opened the Public Hearing at 9:10 am.
2. Public Notice Confirmation: Public Notice was confirmed by Deputy County Manager Marlene Crosby.
3. Identify Ex Parte Communications: There were no ex parte communications identified.
4. Staff Presentation: DCM Crosby explained that this is an alley vacation that was needed for septic installation.
5. Board Questions: There were no questions from the Board.
6. Public Comments: There were no public comments.
7. Acknowledge Correspondence Received: There was no correspondence received.
8. Applicant Response: N/A
9. Close Public Hearing: Commissioner Houck closed the public hearing at 9:13 am.

Moved by Commissioner Smith, seconded by Commissioner Mason to adopt Resolution 2021-9, a Resolution Vacating a Certain Portion of Alley Lying Withing the Townsite of Irwin, County of Gunnison, State of Colorado. Motion carried unanimously.

LOT CLUSTER AGREEMENT AND DECLARATION; LOTS 6-13, BLOCK 19, ADJACENT PORTION OF THE ALLEY IN BLOCK 19, AND ADJACENT PORTION OF 11TH STREET, IRWIN TOWNSITE; JUSTIN HASTINGS AND TRACY WILLIAMS HASTINGS: Beth Baker of Community Development presented the lot cluster via Zoom. Beth explained that the Hastings were required to do this lot cluster in order to obtain their alley vacation. Everything was approved by the County Attorney and the Community Development Director; the taxes were current, and there were no liens on the property, or any Home Owners Association. With no questions by the Board, Chairperson Houck **moved** to approve the Lot Custer Agreement and Declaration; Lots 6-13, Block 19, Adjacent Portion of the Alley in Block 19, and Adjacent Portion of 11th Street, Irwin Townsite; Justin Hastings and Tracy Williams Hastings, as presented, and authorize the signature of the Board. Seconded by Commissioner Smith. Motion carried unanimously.

Change of Agenda: Chairperson Houck then moved back to the skipped items on the agenda.

VOUCHERS AND TRANSFERS: CFO Juan Guerra and Senior Accountant Kelly Weak were available in person for the Vouchers and Transfers reports.

1. Accounts Payable Report – March 2021: With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the voucher for $1,497,901.34. Motion carried unanimously.
2. Cash Transfer Report - March 2021: With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the cash transfer of $3,093,890.70. Motion carried unanimously.
3. Sales Tax and Local Marketing District Tax Reports - February 2021

TREASURER'S REPORT – MARCH 2021: Treasurer Debbie Dunbar was not present that day. With no issues from the Board, Chairperson Houck **moved** to accept the Treasurer's Report and authorize the Chair's signature. Commissioner Smith seconded. Motion carried unanimously.

LETTER OF SUPPORT; TOWN OF CRESTED BUTTE FUNDING APPLICATION; COLORADO RIVER DISTRICT; IRWIN VALVE INFRASTRUCTURE: With Commissioner Mason expressing support for this project, and with no further questions, Commissioner Smith **moved** to approve the Letter of Support for the Town of Crested Butte Funding Application, and authorize the Chair's signature. Commissioner Mason seconded. Motion carried unanimously.

REGION 10 BUSINESS LOAN FUND, OUT-OF-CYCLE APPOINTMENT; SHANE MCGUINNESS: Chairperson Houck explained that Gunnison County did not have a representative for consideration to the Region 10 Business Loan Fund. Shane McGuinness had held the position in the past, and reached out to volunteer to serve in that capacity once again. Chairperson Houck noted that, with no representative in place, the Board was authorized to make the out-of-cycle appointment. Both Commissioner Mason and Commissioner Smith expressed their support of Shane McGuinness, adding that his past experience and knowledge of businesses in the area would be excellent qualifications for his appointment. With no further discussion, Commissioner Smith **moved** to appoint Shane McGuinness as the Gunnison County representative to the Region 10 Business Loan Fund Committee. Commissioner Mason seconded. Chairperson noted for the record that, though this appointment was out-of-cycle at the beginning of the appointment, the ending of his term would go back to the regular cycle timing, and would not be extended past. Motion carried unanimously. Chairperson Houck asked Commissioner Mason, as the Region 10 representative for Gunnison County, to assist Shane McGuinness in catching up with their meeting schedule and events.

2018-2019 AMSTAR PETITION FOR ABATEMENT OR REFUND OF TAXES HEARING: At 9:22 am, Chairperson Houck noted that we were three minutes ahead of schedule, and upon finding that no one was present to represent Amstar Inc., he then phoned the number on the petition application, as a courtesy, to see if the petitioner, David McEntire, would want to be present via phone. The person at that number stated there was no one there for Amstar and they did not know a McEntire. Further, they asserted that they had this phone number for some time, so we must have been given a wrong number.

With this contact attempt attempted, Chairperson elected to open the hearing at 9:25 am. County Assessor Charles McDonald presented in person. He presented four comparable residences with similar 35-acre tracts and Crested Butte locations for the tax year 2018; and likewise, four like comparable residences for Tax Year 2019. He stated that the petitioner did submit examples as well, but noted that the petitioner's examples were not within a relevant time frame. County Assessor McDonald concluded that he did recommend to lower the 2018 taxes, based on an error found in the agricultural land calculations for that year. The correct adjustment to calculations had been made for the 2019 tax year, so County Assessor McDonald recommended that they deny the abatement or refund of taxes for 2019.

With a few questions confirming the differences between the two different tax years, it was decided to make two separate motions for each tax year. Chairperson Houck **moved** to make an adjustment to the Amstar petition for abatement on the 2018 evaluation, reducing the original valuation of $1,862,270 to a corrected $1,823,170. Commissioner Smith seconded. Motion carried unanimously.

After checking the stance of the Board members, Chairperson Houck then further **moved** to deny the Amstar petition for abatement or refund of taxes for the tax year 2019, based on the information as presented there that day. Commissioner Smith seconded. Motion carried unanimously.

Commissioner Houck recessed the regular meeting at 9:41 a.m., in order to go in to an executive session.

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 UNITED STATES ARMY CORPS OF ENGINEERS PERMIT NO. SPK-2019-00889, 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: Chairperson Houck **moved** to enter into 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 United States Army Corps of Engineers Permit No. SPK-2019-00889, 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. Those who would be participating in the executive session included Commissioners Houck and Smith in person, Commissioner Mason by telephone, Deputy County Manager Marlene Crosby, and Deputy County Attorney Emilee Gaebler. Commissioner Smith seconded. Motion carried unanimously.

The Board went into executive session at 9:42 a.m. The executive session was held in the Administration Meeting Room, and no contemporaneous records were kept. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S, §24-6-402(4). This specific session was conducted as per §24-6-402 (4) (E) (I).*

Attorney Statement Regarding Executive Session

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

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

Date: _____ _____

Emilee Gaebler
Gunnison County Deputy Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____ _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

Upon returning to the meeting room, it was **moved** by Chairperson Houck to come out of executive session, affirming that the participants in the executive session remained consistent with those read into the record, and that they did stay on track in the discussion. Commissioner Smith seconded the motion, and the motion carried unanimously.

Commissioner Houck adjourned the Executive Session at 10:07 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

RECONVENE: At 10:08 am, Commissioner Houck reconvened the Gunnison County Board of County Commissioners Regular Meeting.

Chairperson Houck then directed Deputy County Attorney Gaebler to continue negotiations with the Army Corps of Engineers, and noted that they would continue to work on this until they came to a resolution that is acceptable.

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

COMMISSIONER ITEMS:

Commissioner Mason:

1. Met with Region 10 Executive Staff last week. They were looking into hiring a new broadband director and the grouped looked through applications. Commissioner Mason noted that he would let the Board know who was hired, as soon as that transpired.

Commissioner Smith:

1. Attended the Chamber of Commerce meeting last Friday, April 16. Topics discussed were Board resources, the business community, and several exciting, upcoming projects. Commissioner Smith noted that Pam William's leadership was really moving the Chamber in a positive direction.

Commissioner Houck:

1. Attended a Sustainable Tourism and Outdoor Recreation (STOR) committee meeting last week. Revisited the Town of Crested Butte's decision to close the RV dumb station. A request was made to the Town of CB to reconsider the closure of the dump station. Commissioner Houck noted that a long-term solution in the valley is important and a subcommittee was working on this with the Town of CB.
2. Along with all the Board, he attended the groundbreaking for the new library, last Wednesday, April 14th. Commissioner Houck wanted to express a huge "Thank You" to the community who voted to provide long-term funding for the operation of the Library District. This would allow the County to take the yearly funding that they had been providing – worth up to $900,000 per year – and commit it to building the new building, and then retiring that debt. He also noted that voter approval allowed for expansion to other areas like Crested Butte, and to groups like seniors and young children.
3. Met with Harman Rocks User Group. Commissioner Houck noted the great turnout for the Hartman's cleanup. The valley-wide community showed up.
4. Participated in a discussion with a group of citizens in Gunnison, updating them on where we are with a State Park application that has been submitted to the State. Commissioner Houck noted that presently there are 38 nominations submitted for state parks, but was sure that some of these would be weeded out right away.
5. Legislatively, all the Board has been involved with Child Care Assistance Program (CCAP), Colorado Counties, Inc (CCI) or Club 20. Also, they are keeping their eye on seeing how the state-wide transportation bill progresses.

6. Commissioner Houck, along with the other Board members, have individually contacted the Colorado Second Congressional District representative, to express their support for the proposal for a modernized Civil Conservation Corp. It would back wildlife, endangered and threatened wild species, agriculture and grazing rights, among other things. The Board feels this would be a great fit for Gunnison county.
7. Met with Facilities and Ground Director, John Cattles, and Community and Economic Development Director, Cathy Pagano. They discussed the progress being made on Shady Island River Resort, and Commissioner Houck noted he was looking forward to the amenities that will be made available to the community, hopefully in June.

Deputy County Manager Updates (cont'd):

2. DCM Marlene Crosby wanted to follow-up on a question asked previously by Commissioner Mason, regarding Kebler Pass vehicle lengths. She was able to measure the length of a vehicle with a trailer that was sized to haul a small excavator. This length came to 49 feet – just under the 50-feet restriction being considered for the Pass.
3. Asked the Board to consider a future agenda topic. DCM Crosby let the Board know there was funding being released that was designated to the fairgrounds. She wanted them to consider not dividing it up among individual groups this time. Instead, DCM Crosby was hoping to be able to give it to the fairground for improvements that would benefit all of the non-profit groups and general users of the fairgrounds. She added that she could not get this item on the next week's work session agenda, but that it would hopefully be on the meeting after that in May.
4. DCM Marlene Crosby wanted to set a date for a visit to Marble and the quarry there. Asking the Board about when to schedule, they found that June was very full, with the work session for June 8th to be cancelled, as all the Board would be either at conferences, or on vacation. They decided to look at scheduling a work session after the June 15th regular meeting, with the possibility of meeting with the Marble Town Council while there. DCM Crosby said she would look into the options and get back with more details.

COMMISSIONER ITEMS (cont'd):

Commissioner Houck:

1. Met with Facilities and Ground Director, John Cattles, to go over the results of passive solar installation on some of the county buildings. Commissioner Houck was very gratified to hear that on very sunny days, the new courthouse building and Health and Human Services building were able to produce as much energy as they consumed. Likewise, the Blackstock building, though older, was able to see a significant contribution to the amount of energy being produced. He stated that this was a climate change issue, and was at the heart of being environmentally responsible. It was also encouraging, in light of the plans for solar on the new airport parking areas.
2. Reminder that the airport parking groundbreaking happens next week. Before, they are reconfiguring the area, allowing them to continue when the renno

ADJOURN: **Moved** by Chairperson Houk, seconded by Commissioner Smith, to adjourn the Gunnison County Board of Commissioners Regular Meeting. Motion carried unanimously. The meeting was adjourned at 10:23 am.

BREAK: There was a short recess from 10:23 am to 10:28 am.

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING: This separate meeting was held from 10:28 am to 10:59 am.

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order as the Gunnison County Board of Health at 10:59 am. Health and Human Services Director Joni Reynolds was present for discussion.

COVID-19 UPDATE: HHS Director Reynolds updated the Board on the State of Colorado's COVID average Daily Case Counts across the months, with an ongoing average trend of cases. The trends since the first of the year showed a spike in number of cases in January, with it going down and experiencing a smaller spike in March 2021. As far as Variants of concern in the state, the UK and California strains were of most concern; the UK strain numbers exploded since the first of 2021, and the California strain was showing resistance to treatment. Gunnison County was still seeing positive tests throughout the past month. The most recent data on vaccinations showed Gunnison County with 51% of its population fully vaccinated, and 63% having received at least one dose. This was well above the State of Colorado (25% / 40%) and national (35% / 50%) averages.

Recent surveys of those in Gunnison County who had cancelled their vaccination appointments, found that many had received their second vaccination elsewhere. A survey was also taken of those who had not yet gotten their vaccinations. When asked why not, the main reason was that the clinic times were all held

during their work hours. As a result, HHS Director Reynolds said they were adjusting some of their clinics to accommodate for this. Gunnison County HHS has set a goal of 10,000 vaccinated by the end of May.

Future considerations were also mentioned. These included such topics as such as: getting vaccinations to the younger populations (those 16 years of age and under); how to continue case management – identification, testing, treatment, vaccination – while keeping it affordable and easily accessible; and changes in risk locally, across the State, and across the Nation.

ADJOURN: Technical difficulties at the end of the meeting caused those on Zoom to lose connection, so Commissioner Houck called an end to the meeting, and **moved** to adjourn at that point. Commissioner Smith seconded. Motion carried unanimously. The meeting adjourned as the Gunnison County Board of Health at 11:40 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 – 9

A RESOLUTION VACATING A CERTAIN PORTION OF ALLEY LYING WITHIN THE TOWNSITE OF IRWIN, COUNTY OF GUNNISON, STATE OF COLORADO

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado, ("Board"), by virtue of Colorado law, has authority and is the owner of certain roads and alleys lying within the County of Gunnison; and

WHEREAS, the Board has determined that not all platted roads and alleys are necessary for public access to privately owned property; and

WHEREAS, the Board has received a request to vacate a certain portion of an alley lying within the Townsite of Irwin, County of Gunnison, State of Colorado describe as follows:

> That certain portion of alley adjacent to Lots 6 through 9, inclusive, and Lots 10 through 13, inclusive, Block 19, lying within the Townsite of Irwin, according to the official plat recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on September 6, 1894, bearing Reception No: 70551; and

WHEREAS, the vacation of the above described portion of alley lying within the Townsite of Irwin, will not hinder any property owners of any lands from having access to their respective land nor disrupt existing travel modes or anticipated conditions in traffic or development patterns; and

WHEREAS, there will be no adverse impact to the natural environment, community needs or public health, safety and welfare from the vacation of the above described portion of alley lying within the Townsite of Irwin; and

WHEREAS, the notices required by Colorado law for such vacation have been give and a public hearing on such vacation has been conducted; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that the certain portion of alley lying within the Townsite of Irwin, County of Gunnison, State of Colorado described as follows shall be and hereby is vacated:

> That certain portion of alley adjacent to Lots 6 through 9, inclusive, and Lots 10 through 13, inclusive, Block 19, lying within the Townsite of Irwin, according to the official plat recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on September 6, 1894, bearing Reception No: 70551.

It is the specific intent of the Board that the vacation of the above described portion of alley lying within the Townsite of Irwin shall accrue to and vest in the record owner(s) of adjacent real property pursuant to the provisions of C.R.S. § 43-2-302.

FUTHERMORE, this Resolution is contingent upon and shall not become effective until the recording in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado of the following:

1. The Lot Cluster Agreement executed by Gunnison County and the owner(s) of the respective adjacent property clustering said property and the above described portion of alley lying within the Townsite of Irwin, County of Gunnison, State of Colorado; and

2. This Resolution.

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted this 20 day of April, 2021.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

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

DRAFT

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

July 6, 2021 – August 15, 2021
As of 7/02/2021

Board of County Commissioners

1. **BOCC Regular Meeting**
   July 6, 2021, All Day @ BOCC Boardroom
   More Details

2. **Planning Commission: Joint Public Hearing**
   July 9, 2021, 8:45 AM - 12:00 PM @ Planning Commission Room
   Joint Work Session Discussion. Gunnison County Land Use Resolution, Section 13-105: Residential Building Sizes and Lot Coverages.
   More Details

3. **BOCC Work Session**
   July 13, 2021, All Day @ BOCC Boardroom
   More Details

4. **BOCC Regular Meeting**
   July 20, 2021, All Day @ BOCC Boardroom
   More Details

5. **Joint Meeting; Gunnison County Board of County Commissioners and Crested Butte Town Council**
   July 21, 2021, 6:00 PM @ Crested Butte Town Hall
   The topic of this joint meeting is the Mt. Emmons Mine.
   More Details

6. **BOCC Work Session**
   July 27, 2021, All Day @ BOCC Boardroom
   More Details

7. **BOCC Regular Meeting**
   August 3, 2021, All Day @ BOCC Boardroom
   More Details

8. **Mayors & Managers Meeting - Hosted by Library District**
   August 5, 2021, 12:00 PM - 1:30 PM
   More Details

9. **BOCC Work Session**
   August 10, 2021, All Day @ BOCC Boardroom
   More Details

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2022 Gunnison County Holiday Schedule

Action Requested: Motion

Parties to the Agreement:

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

Summary:

This proposed schedule follows our customary practice, with the addition of Juneteenth, which was added to the Federal list of holidays in June 2021.

Fiscal Impact: N/A

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/30/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 7/6/2021

Revised April 2015

Memorandum from Katherine Haase
Assistant to the County Manager
200 E. Virginia; Gunnison, CO 81230
Phone: (970) 641-7601; Fax: (970) 641-3061
Email: khaase@gunnisoncounty.org

TO: Jonathan Houck, Roland Mason, Liz Smith, Matthew Birnie
DATE: June 30, 2021
SUBJECT: 2022 Holiday Schedule

All:

Please review the attached draft 2022 holiday schedule, which follows our customary practice of following Federally designated holidays. This schedule proposes 11 holidays (the County has averaged 11.52 days per year since 2002). The only deviations from the Federal holiday schedule are:

- The deletion of Columbus Day (October 10th; the BOCC decided years ago to forgo this holiday and add the day back to the schedule during the December holiday schedule)
- The addition of the day after Thanksgiving (a Friday – we have historically given employees this day)

Please also consider that, on June 17, 2021, President Biden signed the Juneteenth National Independence Day Act into law, which created a new Federal holiday to be celebrated annually on June 19th. If Gunnison County would like to follow suit with the Federal government, we will add Juneteenth to our holiday schedule and observe it on Monday, 6/20/2022 (since Juneteenth falls on a Sunday).

Thank you,

Katherine

Gunnison County
COLORADO

2022 Holiday Schedule

Monday	January 3rd	New Year's Day (observed)
Monday	January 17th	Martin Luther King Jr.'s Birthday
Monday	February 21st	Washington's Birthday
Monday	May 30th	Memorial Day
Monday	July 4th	Independence Day
Monday	September 5th	Labor Day
Friday	November 11th	Veterans' Day
Thursday	November 24th	Thanksgiving Day
Friday	November 25th	Business Day after Thanksgiving
Friday	December 23rd	Business Day before Christmas
Monday	December 26th	Christmas Day (observed)

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Award; Early Milestones Colorado, Rose Commu

Action Requested: Other County Manager Signature on Docusign

Parties to the Agreement: Early Milestones Colorado with Rose Community Foundation as Fiscal

Term Begins: 6/1/2021 **Term Ends:** 5/30/2022 **Grant Contract #:** 31329

Summary:

$90,000 grant to HHS on behalf of the ECC for early childhood workforce strategies. Grant is from Early Milestones Foundation working with Rose Community Foundation as Fiscal.

Fiscal Impact:

Submitted by: Lana Athey **Submitter's Email Address:** lathey@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:
New grant starting July 1st will need to do budget amendment to add.

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 6/10/2021

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

Comments:
Reviewed and appears legally sufficient. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 6/30/2021 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/1/2021

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 7/6/2021

Revised April 2015

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) .**

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^2) 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.

Date	**Activity**
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	• Monthly calls with Milestones and Mathematica • Monthly cross- grantee meetings

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
303.947.1836 (cell)

Courtney Thornton
Project Manager
Early Milestones Colorado
cthornton@earlymilestones.org
720.923.5561

_x___I accept and agree to activities outlined in this letter.

Lead Agency: _____Gunnison County_____

Name: ___Matthew Birnie_____ Title: _____County Manager_____

Signature: _____

Elevate the Workforce

2021 Early Childhood Workforce Innovation **Grant #: 31329**

Gunnison-Hinsdale Early Childhood Council

Matthew Birnie
200 N Spruce St.
Gunnison, CO 81230

mbirnie@gunnisoncounty.org
O: 970-641-3244

Lana Athey

200 N Spruce St.
Gunnison, CO 81230

lathey@gunnisoncounty.org
O: 970.642.4667

FollowUp Form

Grant Details

Please review the Grant Details for accuracy and contact the Foundation if any changes are required before moving on to the Grant Terms.

Grant Number

Grant Number

31329

Project Name

Name of Project

Elevate the Workforce

Purpose of Project

Early Childhood Workforce Innovation Grant supporting the Elevate the Workforce project

Amount Awarded

$90,000.00

Grant Start Date

06/01/2021

Grant End Date

05/30/2022

Special Conditions*

Grant funds will be disbursed according to the following payment and reporting schedule:

• $67,500 will be released upon receipt of the signed grant contract.

• Quarterly expenditure reports are due September 30, 2021; December 15, 2020; March 31, 2022; and a final report on June 30, 2022. $22,500 will be released upon receipt and approval of the 6-month expenditure report.

• A final report of grant activities, outcomes and expenditures is due July 30, 2022

The funds must be used specifically for the designated purpose(s) outlined in your proposal, the grant acceptance letter (Attachment A), and your project budget (Attachment B). Grantee also agrees to comply with the data collection and sharing, technical assistance, learning community and evaluation activity expectations laid out in the grant acceptance letter (Attachment A).

The primary point of contact for this grant is Early Milestones Colorado. Requested changes to budgets, scopes of work, or timelines must first be discussed with Early Milestones Colorado and then approved by Rose Community Foundation. Additionally, you must notify Early Milestones Colorado and Rose Community Foundation in advance if the funds will not be expended within the agreed upon grant period.

Terms and Conditions

Please review the Grant Terms below, and sign at the bottom to indicate the Grantee's acceptance of the Terms.

1. Tax Status of Grantee. Grantee is either a governmental unit, or an organization described in section 501(c)(3) of the Internal Revenue Code (the "Code"), and is not a "private foundation" within the meaning of section 509(a) of the Code. Grantee will notify Foundation immediately of any change in, or IRS proposed or actual revocation of, such tax status.

2. Compliance with Grant Contract. Grantee will comply with the terms and conditions of this grant contract, including any amendments made pursuant to section 12 and will exercise full control over the grant and the use of grant funds.

3. Use of Grant Funds. Grantee will use the grant funds (including any income earned from investment of the grant funds) only for the specified purposes of the Project. Grantee will not use the grant funds for any purpose or in any fashion that is prohibited by law. Grantee will notify Foundation immediately in the event of: (i) its inability to expend the grant funds for the specified charitable purposes, or (ii) any expenditure from grant funds for any purpose other than the specified charitable purposes. Any unexpended grant funds, and the amount of any expenditure from grant funds for any purpose other than the specified purposes of the Project, must be paid immediately to Foundation.

4. Budget Modifications. Expenditures of grant funds must adhere to the specific line items in the budget submitted by Grantee. For grants greater than $15,000, changes to individual line items (increases and decreases) that are greater than 25% of that line item or greater than $5,000 must be approved in advance with Foundation staff via the Budget Revision Request Form.

5. Records. Grantee will maintain accurate accounting records related to the expenditure of the grant funds and will keep such accounting records for at least three years after the grant period ends. Grantee will provide promptly such additional information and documents as Foundation may request.

6. Reports. Grantee will submit reports to the Foundation according to the reporting schedule outlined in the Special Conditions above, providing a summary of the Project and a detailed accounting of the expenditure of all grant funds. All reports must be submitted online. Grantee will also provide any other information reasonably requested by Foundation. Grantee will keep copies of any reports submitted to Foundation for at least three years after the grant period ends.

7. Publicity. Foundation encourages Grantee to publicize information concerning the grant in Grantee's newsletters, annual reports and other relevant publications; however, Grantee must first obtain Foundation's approval of the text of any such proposed publication. Please refer to Foundation's "*Guidelines for Communicating Your* Grant" for additional information about publicizing the grant. Foundation may include information regarding this grant in any written material produced by Foundation, including on Foundation's website.

8. Copyrights. Any written documents reporting the results of, or produced by the expenditure of, the grant funds may be copyrighted by Grantee, or by the author thereof, in accordance with the policies of Grantee; however, Foundation reserves a royalty-free license to use such documents.

9. Reversion of Grant Funds. Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant contract or to require a total or partial refund of any grant funds, if, in Foundation's sole discretion, such action is necessary: (i) because Grantee has not fully complied with the terms and conditions of this grant contract; (ii) in the event Grantee loses its tax-exempt status as a governmental unit oran organization described in section 501(c)(3) of the Code that is not a "private foundation" within the meaning of section 509(a) of the Code; (iii) to protect the purpose and objectives of the grant or any other charitable activities of Foundation; or (iv) to comply with any law or regulation applicable to Grantee or to Foundation.

10. Nondiscrimination. Foundation gives high priority to the realization of equality of opportunity for all members of society and strongly encourages diversity by Grantee in all aspects of the Project and throughout all levels of the organization.

11. No Assignment or Delegation. Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this grant contract without the prior written approval of Foundation.

12. Amendment. Any amendment to this grant contract must be agreed to by both parties and approved in writing by the Foundation.

13. No Waiver of Government Immunity. Grantee is a governmental unit and nothing in this Agreement Is, or shall be construed to be, a waiver, in whole or in part, by Grantee of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

The undersigned certifies that he or she is a duly authorized officer of Grantee and, as such, is authorized to accept this grant contract on behalf of Grantee and to obligate Grantee to observe all of the terms and conditions contained in this grant contract.

By typing the officer's name and title below and depositing the grant award check, Grantee agrees to abide by all of the terms and conditions contained in this grant contract.

Name of Authorized Officer*

Title of Authorized Officer*

Date*

File Attachment Summary

Applicant File Uploads

No files were uploaded

Early Childhood Workforce Innovation Grant

Organization
Gunnison County
Gunnison-Hinsdale Early Childhood Council
220 N. Spruce Street
Gunnison, CO 81230
(970)641-3244
mbirnie@gunnisoncounty.org
www.gunnisoncounty.org
Matthew Birnie, County Manager

Primary Contact for Grant Request
Lana Athey, Gunnison-Hinsdale Early Childhood Council Co-Coordinator
lathey@gunnisoncounty.org
970-642-4667

Partners
Tenderfoot Child and Family Development Center
Lake Preschool
Seasons Schoolhouse
Paradise Place Preschool
Stepping Stones Children's Center
Little Red Schoolhouse
Western Colorado University
Gunnison Valley Health
Gunnison County Juvenile Services

Fiscal Sponsor
Gunnison County
220 N. Spruce Street
Gunnison, CO 81230
Jody Wise, Senior Accountant
jwise@gunnisoncounty.org
970-641-7679

Section 2.1 Need

The early childhood workforce is a unique and vulnerable population. Licensed child care centers' and family childcare home providers' regulations require rigorous training, costly background clearances, and year-round professional development for all employees. The majority of the early childhood providers in our community operate on razor-thin margins and rely heavily on the tuition paid by families as their primary and often sole source of revenue to cover payroll and additional operating expenses. Early childhood centers are in a unique space of providing quality care at an affordable price to families and attempting to appropriately compensate a workforce with the tuition received. The nature of childcare as a business is that tuition is typically a financial stretch for families, centers struggle to pay their teachers living wages, and the ends just barely meet for the center, the families it serves, and the people it employs. This system has resulted in an early childhood workforce that is underpaid and with little or no access to benefits. The majority of early childhood centers in the Counties that we serve are unable to provide paid sick leave and pay their staff a living wage. This has led to a tremendous amount of turnover in our local early childhood workforce. Local early childhood centers report an average annual turnover rate of 46%, citing low wages and lack of benefits as the main reasons for leaving the field.

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. Respondents were also asked to rate benefits on a scale of 1 to 5 with 1 being least important and 5 most important, 76% rated a salary supplement as a 4 or 5, 79% rated locally offered ECE courses as a 4 or 5, and 90% rated paid sick leave as a 4 or 5.

The Gunnison-Hinsdale Early Childhood Council (GHECC) will be working under the scaling application category. The Council plans to address the compensation lever by working to scale two initiatives currently in place in Gunnison County. The first initiative in place in Gunnison County provides paid sick leave to early childhood teachers that are employed in licensed care facilities. The GHECC would like to expand paid sick leave benefits to support licensed providers, including home providers in Gunnison and Hinsdale Counties that do not currently receive paid sick leave benefits. The second initiative related to compensation that the GHECC is planning to scale is a program developed to award early childhood teachers a stipend based on their early childhood credential level. The GHECC also plans to address the education/career pathways lever by increasing early childhood equivalent courses offered through our local Western Colorado University.

Section 2.2 Target Population

The target population that will benefit from our efforts will be all of the EC educators employed at all 8 of the licensed child care centers and home providers in Gunnison and Hinsdale Counties. Currently, 91 EC educators reside in Gunnison and Hinsdale: 86 in Gunnison County and 5 in Hinsdale County.

Section 2.3 Proposed Approach to Address the Need

The GHECC's transformative goal for systems change is to develop a sustainable funding model to support paid sick leave and annual salary supplementation based on EC credential level for the entire early childhood workforce in Gunnison and Hinsdale Counties. The Council also plans to increase the number of ECE equivalent courses that are offered locally through Western Colorado University (WCU) Extended Studies and the WCU Summer Teacher Institute.

The GHECC plans to scale two initiatives under the compensation lever. Currently, the GHECC has a small amount of funding from the Community Foundation of the Gunnison Valley to support paid sick leave for EC educators in Gunnison County. The Council is looking for an increased amount of funding to support this effort for a longer-term. Our Council plans to extend this program to home providers and Hinsdale County EC educators. Currently, the sick leave program is utilized tocover the cost of licensed child care employees' sick leave if they present symptoms of the novel coronavirus and are thus required to exclude themselves from work. Funding from early milestones would allow sick leave pay for any illness or illness of a child or other family member that requires the individual to stay home. The funds are held by the GHECC, the center directors and home providers will request reimbursement from the GHECC for the sick leave pay. If an employee already has a paid sick leave allowance the request for paid sick leave from this fund will only be for the additional days that are not covered by the sick leave allowance. For instance, if a center covers paid sick leave for up to 3 days and an employee is out sick for 10 days the request for reimbursement could only be for 7 days.

Requests are prioritized based on the following prioritization levels:

- HIGH PRIORITY – Employees with no sick leave allowance
- NORMAL PRIORITY-Employees with partial sick leave allowances (less than 5 days of sick leave)
- LOW PRIORITY – Employees with full sick leave allowances

Requests would be capped at $1,000 per individual or 7 days sick leave, whichever is more and centers can request reimbursement only once for each individual employee.

The GHECC has also secured a small amount of funding from the City of Gunnison to support awarding EC educators with a small stipend based on their EC credential level. Currently, this program is only available to EC educators employed with licensed centers in the City of Gunnison. The Council would like to scale this program to support EC educators throughout Gunnison and Hinsdale Counties. Nationwide, the early childhood workforce is underpaid, overworked, and unappreciated. The Council plans to shift this dynamic in the communities that

we serve by awarding our EC educators for their hard work in their field. The council expects this program will motivate EC educators to work toward obtaining a higher EC credential level. Although the stipend amounts will not be large, the council does believe that it will go miles to recognize our EC educator's achievements.

Stipends will be awarded based on the following scale:

- $100 registering in the Colorado Shines Professional Development Information System and/or Level 1 Early Childhood Credential
- $200 Level 2 Early Childhood Credential
- $300 Level 3 Early Childhood Credential
- $400 Level 4, 5, or 6 Early Childhood Credential

Concerning the two initiatives that address the EC workforce compensation lever, the Council plans to engage key stakeholders throughout the duration of the grant period. Data will be collected on the EC workforce including current job satisfaction, turnover rates, and feelings of respect and appreciation of EC educators in the community. The GHECC will utilize data collected over the course of the grant period to communicate the difficulties experienced by EC educators and our local early childhood centers as it relates to staff turnover, staff training, and staff wages and benefits. We plan to discuss with key stakeholders the potential benefits and possible reduction in EC workforce turnover by providing paid sick leave and annual EC credential stipends. We will also speak to the potential for reducing the risk of ill teachers coming to work and spreading illness as it relates to paid sick leave, a topic of particular importance as we live through the COVID pandemic. Throughout the grant period, the Council will hold several meetings to discuss opportunities for sustainable funding for these two initiatives as well as present models from other communities and counties in Colorado that have implemented similar initiatives or funding measures to support early childhood. Potentially inviting Council Directors and community leaders from those counties to attend meetings scheduled with our community's key stakeholders to discuss the process and outcomes in their communities.

The third initiative the GHECC is looking to scale under the education and career pathways lever is in partnership with Western Colorado University (WCU). Currently, WCU has been able to offer one ECE equivalent course through the University's Summer Teacher Institute. We are looking forward to scaling this effort and offering more ECE equivalent courses through the Summer Teacher Institute and WCU Extended Studies. Locally offered ECE courses continue to be a need for many of our local EC educators throughout the years. We plan to identify instructors, and support the instructors in developing the courses during the grant period in order to offer the courses in the Spring and Summer of 2022. The council is looking at the potential to pair our Expanding Quality in Infant and Toddler Care course with a WCU course in order for participants to also receive college credits.

The outcomes expected to result from the efforts focused on compensation of the EC workforce include key stakeholder support of a sustainable funding model for the paid sick leave and EC

credential stipend initiatives. The outcome expected to result from the effort focused around the education and career pathways model is a handful of ECE equivalent courses offered through WCU that are easily accessible to our local EC educators and will allow them to obtain the education necessary to become a certified early childhood teacher. In the year following the grant period the Council expects to engage key stakeholders in securing sustainable funding for at least 75% of the funding necessary to sustain paid sick leave and EC credential stipend initiatives and 100% by 2024. Overall as a result of these efforts the council expects EC educators to experience greater job satisfaction and an increased appreciation from the community for the important work that they do with our youngest community members. The Council believes that by scaling these initiatives early childhood centers will experience a reduction in staff turnover.

Section 2.4 Sustainability

During the course of the grant period the Council will implement a coordinated marketing effort aimed at improving awareness around the importance of early childhood education in our communities and the EC workforce behind our community's workforce. We plan to engage key stakeholders including County Commissioners, City and Town Council Members, Municipality Managers, and CEO's of our community's largest employers in order to develop a plan for sustainable funding for the two programs addressing compensation. The Council anticipates these efforts to result in a sustainable funding solution.

Once ECE equivalent courses are developed, and instructors for the courses are identified, we anticipate the courses to be self-sustaining through tuition paid by those enrolled in the courses. The GHECC will continue to search and apply for scholarship funding through various foundations as we have in years past to support and provide scholarships to local EC educators that plan to complete the ECE courses offered through WCU extended studies and/or WCU's Summer Teacher Institute.

The GHECC anticipates that the work to fund and maintain the two compensation initiatives will result in increased support for further action towards sustainable funding for other initiatives that would have a great impact on the entire early childhood landscape of Gunnison and Hinsdale Counties.

Section 2.5 Organizational Capacity of Lead Agency

The 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. Through our strong partnerships and involvement in the community we are able to easily assess the needs of the community and the early childhood workforce. We have made it a priority to understand the

needs of families with young children and identify gaps in resources, through this process we found that one of the greatest needs is better support for our early childhood workforce.

Over the last three years the GHECC has worked countless hours to bring early childhood education and the issues facing our local early childhood workforce to the forefront of the minds of our community leaders. The council has engaged in numerous meetings with key leaders and held several presentations on the state of early childhood, and the benefits of increased supports for the early childhood workforce. The COVID pandemic struck a new light on the issue, essentially exacerbating all of the issues we had discussed with our community leaders over the years, and making it extremely difficult for our licensed providers to remain in operation. The fire was reignited in the hearts of our community leaders and we were recently able to secure some funding for the two initiatives that we are looking to scale through the workforce innovation grant.

Lana Athey and Margaret Wacker Co-Coordinators of the Gunnison-Hinsdale Early Childhood Council will be responsible for managing the project.

Lana has served under the Council since 2014 working on various initiatives over the years. She is passionate about strengthening the early childhood system at a local and State level to better support young children and their families. Lana has been successfully managing the funding for early childhood programs related to COVID 19 relief such as paid sick leave and tuition assistance, as well as other CDHS emergency funding for child care. Lana has ten plus years of experience working within community programs designed to increase protective factors and better support families with children ages 0-8 years of age.

Margaret started in the public health field through an interest in women's reproductive health. Then in 2006, she started working in Gunnison County managing grants and public health prevention projects. As the Coordinator for the West Central Public Health Partnership, Margaret has led the regional health assessments and planning processes since 2011. More recently as the Community Services Supervisor, she manages several prevention programs for the local public health agency and the Child Care Assistance Program for Gunnison and Hinsdale Counties. She has been the Coordinator of the Early Childhood Council since 2011, leading the council through strategic planning and attention to systems level solutions. Margaret believes wholeheartedly in the importance of early childhood and the value of supporting the systems that young children and their families interact in, such as early childhood education.

Section 2.6 Partnerships

The GHECC and the licensed child care providers in our communities have been successful in working collectively as a group for years to help strengthen and support our County's early childhood system. Over the course of the last three years our partnerships have grown as City and County leaders have been more interested in engaging in conversations around how to support the EC sector to a greater extent. The GHECC, licensed providers, and key community members have worked diligently to raise the voice of early childhood designing presentations given at several engagements including Rotary Club, Chamber of Commerce, Mayors and Managers, and City and Town Council Meetings. It was recently that we saw the true nature of our partnerships as we worked through the beginning months of the COVID pandemic. Since

March of 2020 the GHECC, licensed childcare providers, community leaders, Gunnison County Department of Health and Human Services, Child Care Licensing, Gunnison Valley Health and the Gunnison Watershed School District have worked together in investigating funding streams, developing policies around safely reopening childcare facilities in the midst of a pandemic, and working to provide care for essential workers upon reopening. This work only strengthened our partnerships and increased the Council's notoriety moving forward. The Early Childhood Sector was the first to develop a cohesive plan and proposal to reopen and has served as a model for other business sectors moving through the pandemic. This is one of many examples of our ability to think cooperatively as a collective to address challenging situations. All of the licensed childcare providers in Gunnison and Hinsdale Counties will be partners on this grant, this includes: Tenderfoot Child and Family Development Center., Seasons Schoolhouse, Lake Preschool, Paradise Place Preschool, Stepping Stones Children's Center, Little Red Schoolhouse, Wee Care in Lake City, and Hinsdale County Preschool.

The Council has a strong partnership with Western Colorado University. For several years the GHECC has worked closely with WCU to offer our annual early childhood conference. Through our partnership with WCU attendees of the conference have been able to earn a graduate credit by attending the conference and completing other course work.

The GHECC also enjoys a strong partnership with Gunnison County Juvenile Services through their Communities that Care Grant. The GHECC and Juveniles Services are both housed under Gunnison County. The Council Co-Coordinator serves as the facilitator for the Family Friendly Business Practices strategy under the Communities that Care grant which closely aligns with the recently developed paid sick leave program run through the Council. Juvenile Services Data and Communications Specialist will work closely with the GHECC to support our organization in collecting data and running focus groups with the early childhood workforce.

Section 2.7 Local Champion

Elizabeth (Liz) Smith, Gunnison County Commissioner will serve as our local champion supporting the efforts of our partnership by educating and informing our community. Liz will act as a partner with the Council Co-Coordinators and partners to guide the organization of events, facilitate meetings and garner support from other community leaders and key stakeholders.

Section 2.8 Readiness and Capacity

For many years the GHECC has been working to better support our local early childhood workforce. We have built strong partnerships with leaders and community organizations with similar visions for the future. All of our licensed early childhood centers are a part of our early childhood council and inform our efforts to a great extent. Through the current pandemic our partnerships have been tested and we have only come out stronger with a greater drive to get things done and accelerate the shift towards a better supported early childhood workforce. The pandemic has made it very clear that there is no time like the present to act and create a system where our EC educators feel valued and supported in our community.

Although Directors and leaders in the community are undoubtedly overworked and overwhelmed by the state of early childhood education and the difficulties recruiting and retaining a qualified EC workforce. All are more motivated than ever before to change the course of early childhood for the better. The pandemic has shown us all how fragile the early childhood system is as well as how essential it is for the overall functioning of our local economy and community, motivating us all to act now and make a change.

Section 2.9 Technical Assistance and Data Informed Decision Making

The GHECC plans to administer surveys to our entire EC workforce throughout the grant period to track outcomes. Technical assistance in survey design, focus groups, data collection, and data utilization would be beneficial.

In the past few years the GHECC has collected survey responses from parents of children ages 0-5, early childhood centers, and the early childhood workforce. We have held several focus groups and panel discussions with parents, providers and community leaders. All of the information collected through these efforts has been utilized as we designed our GHECC strategic plan and to inform decisions made by the Council and community leaders. We plan to design more outlets for data collection to inform the compensation and education initiatives for the proposed project in order to improve implementation as the initiative progresses.

Section 2.10 Grant Requirements

Should the grant be awarded to the GHECC the Council is fully prepared to:

- Collect and share workforce and project data
- Submit reports on grant progress, outputs, and outcomes quarterly
- Participate in technical assistance efforts to evaluate the initiatives
- Provide reports and updates with initiatives partners

Project Strategy and Outcomes Worksheet

Partnership or Project Name: Gunnison-Hinsdale Early Childhood Council Workforce Innovation Grant

Please complete and submit this worksheet with your proposal. For guidance on completing the worksheet, please see ***Appendix A.***

Theory of Change

Through the activities described in this proposal we hope to improve compensation packages for the early childhood workforce in Gunnison and Hinsdale Counties. In addition we will seek to improve the student experience by increasing the number of locally provided ECE courses for those considering entering the early childhood workforce in the two counties that we serve. Therefore our grant application will address Lever 1: Compensation and Lever 4: Education and Career Pathways.

Need: *Brief statement of need you are addressing*

Application Category: ____Innovating __**X**__Scaling ____Sustaining

Goal*: What is your long-term, transformative goal?*

Our long-term, transformative goal is to develop a sustainable funding model that will allow for improved compensation of our local early childhood workforce by increasing annual earnings and providing the entire early childhood workforce with paid sick leave.

Lever: *What lever(s) for change do you propose to address?*

- ☒Compensation
- ☐Working Conditions
- ☐Targeted Recruitment
- ☐Career and Education Pathways

Strategy: *What strategy are you proposing for this grant that could impact your transformative goal?*

Funding provided by this grant would be used to scale three initiatives that are showing promise in our Counties. The first two initiatives related to compensation are currently in place in Gunnison County. The first initiative provides paid sick leave through funding received from the Community Foundation of the Gunnison Valley. Our Council would like to bolster this offering with a greater amount of funding in order to better support early childhood educators who must take time off due to illness and would otherwise not be paid any wages for the duration of their illness. The Second initiative provides early childhood educators with an annual stipend based on their early childhood credential level, currently this initiative only supports EC educators working in the City of Gunnison as it is funded by the City of Gunnison. We are looking forward to offering each program to all EC educators in Gunnison and Hinsdale Counties. The GHECC will utilize data collected around these two efforts from June 2021- May 2022 to engage key stakeholders including municipality leaders and county commissioners in conversations around the importance of EC workforce retainment and avenues for

sustainable, long-term funding. The third initiative that the Council is planning to scale is increasing the number of locally offered ECE equivalent courses offered through Western Colorado University (WCU) Extended Studies and the WCU Summer Teacher Institute.

Activities	Outputs	Short-term Outcomes (3-6 months into grant period)	Intermediate Outcomes (9-12 months into grant period)	Long-Term Outcomes (After completion of grant period)	Transformative Goal	Initiative's Goal
Develop early childhood workforce survey to gauge EC workforce job satisfaction and feelings of contentment with an early childhood career path.	EC workforce survey is created distributed	EC workforce survey is distributed July 2021 and May 2022. EC workforce survey is completed by at least 75% of the EC workforce in Gunnison and Hinsdale Counties.	Data from EC workforce Survey is evaluated to gauge the effectiveness of our strategy. Data from surveys is utilized to show the effectiveness in reducing turnover and increasing EC workforce job satisfaction.	Community leaders are bought into the model and looking towards development of sustainable funding to support these efforts far into the future.	A sustainable funding model is achieved to support paid sick leave and annual salary supplementation based on EC credential level for the entire EC workforce in Gunnison and Hinsdale Counties. An increased number of ECE equivalent courses are offered locally through Western Colorado University Extended Studies.	Increased recruitment, retention, and compensation of an effective, qualified workforce.
Data Collected around PDIS early childhood credential levels of Gunnison and Hinsdale County EC Workforce.	The credential levels of all EC educators in Gunnison and Hinsdale Counties is evaluated providing baseline data in June 2021. Increases in credential level will then be	At least 95% of early childhood educators in Gunnison and Hinsdale Counties will be registered on the Professional Development and Information System (PDIS).	75% of EC educators will achieve a credential level of 2-5.	EC Educators will be more inclined to work towards achieving a higher EC credential level. Community leaders are bought into the model and looking towards development of		

	tracked through May 2022.			sustainable funding to support these efforts far into the future.		
Promote and track sick leave program to all licensed EC centers in Gunnison and Hinsdale Counties. Current GHECC Sick leave reimbursement request is reviewed, updated, and sent to licensed early childhood centers.	Sick leave fund is established and centers apply on a monthly basis for sick leave funding to cover wages of EC educators out sick each month. Sick leave pay, number of EC educators supported, etc. is tracked on a monthly basis.	Sick leave pay is distributed to EC centers on a monthly basis.	Sick leave pay and number of EC educators supported is tracked throughout the grant period and data is presented a key stakeholder meetings throughout grant period.	Community leaders understand the need for paid sick leave for EC educators and are supportive of the development of sustainable funding to support paid sick leave for EC educators.		
Promote and track EC credential stipend to all licensed EC centers and EC educators in Gunnison and Hinsdale Counties.	EC credential stipend fund is established and EC educators are encouraged to apply for a stipend to award them for their EC credential level.	Stipends are awarded to EC educators based on their EC credential level.	EC Credential awards are tracked throughout the grant period and data is presented a key stakeholder meetings throughout grant period.	Community leaders understand the need for salary supplementation and awards for EC educators and are supportive of the development of sustainable funding to support this initiative and explore more opportunities for a salary increases for the EC workforce.		
Convene local interest groups to focus attention on	Bi-Monthly meetings with key stakeholders will	2 meetings will occur with community leaders	Action plan will be created to address EC	Gunnison and Hinsdale County residents will		Increased recruitment,

sustainable solutions.	take place throughout the grant period.	and other key stakeholders to discuss current issues with recruiting and retaining our local EC workforce. A key stakeholder group will be established to carry forward funding initiatives.	workforce recruitment and retention. Sustainable funding initiatives will be pursued.	understand the importance of expanded compensation for the EC workforce and sustainable funding for paid sick leave and annual EC educator stipends will be acquired.		retention, and compensation of an effective, qualified workforce.
Campaign is created around the importance of our local EC workforce	Newspaper Articles, social media ads, panel discussions attached to showings are completed.	Increased community awareness around importance of early childhood and the value of the early childhood workforce	Stronger community wide support for increased benefits for EC workforce	Gunnison and Hinsdale County residents will understand the importance of expanded compensation for the EC workforce and sustainable funding for paid sick leave and annual EC educator stipends will be acquired.		
Regular meetings with WCU to develop a plan to offer a greater number of ECE courses through Extended Studies and the WCU Summer Teacher Institute.	Bi-monthly or quarterly meetings are completed	Instructors are identified and courses are developed.	ECE Equivalent courses are offered trough WCU Extended Studies and WCU Summer Teacher Institute.	ECE courses are offered through WCU on each semester or on an annual basis.		

Project Activities, Outputs, and Outcomes

Please list the project activities, outputs, and outcomes and how you will measure progress or success of each. Please identify which outcomes will happen during the course of the project/grant term, at the end of the grant term, or in the future after the grant term is completed.



Activities:

Project Activities	Date to be completed
Example: Develop an action plan to increase stakeholder support for public funding to increase compensation	*July 2020*
Develop early childhood workforce survey to gauge EC workforce job satisfaction and feelings of contentment with an early childhood career path.	*June 2021*
Distribute EC workforce survey to all EC educators and home providers twice during the grant period.	*July 2021 & April 2022*
Baseline data collected around PDIS early childhood credential levels of Gunnison and Hinsdale County EC Workforce.	July 2021
Promote sick leave program to all licensed EC centers and home providers in Gunnison and Hinsdale Counties.	July 2021 – May 2022
Review, update, and send current GHECC sick leave reimbursement request to all licensed early childhood centers.	July 2021
Promote EC credential stipend to all licensed EC centers, EC educators and home providers in Gunnison and Hinsdale Counties	July 2021 – May 2022
Track utilization of Sick Leave Program and EC Credential stipend program	June 2021-May 2022
Convene local interest groups to focus attention on sustainable solutions. Develop an action plan to increase stakeholder support for public funding to sustain sick leave and EC credential stipend program.	July 2021, October 2021, January 2021, April 2021
Campaign is created around the importance of our local EC workforce	August 2021
Convene EC educators interested in teaching EC courses through Western Colorado University	June 2021
Quarterly meetings with Western Colorado University to plan for ECE courses offered through Extended Studies – non-degree seeking program	April 2022
Campaign is created to promote ECE Equivalent courses offered through WCU Extended Studies. Campaign includes social media posts, newspaper ads/articles, eblasts.	October 2021

Outputs: Please note, different types of indicators — process, quantity, and/or quality—may be more appropriate to measure outputs for different projects.

Process Outputs	Date to be completed	Target Benchmark

Example: Action plan to develop concurrent enrollment program completed	*June 2021*	Target benchmarks are not needed for process metrics.
EC workforce survey is created and distributed	July 2021	
Baseline data is collected around PDIS early childhood credential levels of EC workforce	July 2021	
Promotional Campaign is created to promote EC sick leave program and EC credential stipend program. Campaign includes social media posts, newspaper ads/articles, eblasts.	June 2021	
Sick leave reimbursement request is reviewed and updated by Council staff and sent to all licensed providers.	June 2021	
Utilization of sick leave program is tracked throughout the course of the grant period	June 2021 – May 2022	
A comprehensive, data driven action plan that identifies next steps in accessing sustainable funding to support the paid sick leave program and EC credential stipend program long term is created.	December 2021	
At least 4 meetings with Western Colorado University- Extended Studies to plan for locally offered ECE equivalent programs	May 2022	
Campaign is created to promote ECE Equivalent courses offered through WCU Extended Studies. Campaign includes social media posts, newspaper ads/articles, eblasts.	October 2021	
Campaign is created around importance of early childhood workforce. Newspaper articles highlighting individuals who have worked as EC educators for years, social media posts, eblasts, EC documentary showings and panel discussions.	Ongoing	
Quantity Outputs	**Date to be completed**	**Target Benchmark**
Example: # of modules or courses developed	*September 2021*	*3 modules or courses developed*
Example: # of courses pilot tested	*December 2021*	*3 courses pilot tested*
% of the EC workforce in Gunnison and Hinsdale Counties that engaged in the EC credential stipend program	May 2022	65%
% of EC educators that increase their EC credential at least 1 level	May 2022	40%
# of EC educators that received support through the paid sick leave program	May 2022	50 EC educators

Annual turnover rate is reduced	May 2022	10-15% reduction in annual turnover rate
3 ECE Equivalent Courses developed	May 2022	ECE 101, ECE 103, ECE 111 Equivalent courses offered through Western Colorado University- Extended Studies
Quality Outputs	**Date to be completed**	**Target Benchmark**
Example: Students are satisfied with the piloted modules or courses	*December 2021*	*90% of students report satisfaction with the piloted modules*
Example: Students are progressing on track for completion of modules with a 3.2 average	*May 2022*	*80% of students have a 3.2 GPA average or higher in the piloted course or modules*
EC educators are more satisfied with current employment	May 2022	20% increase in EC educator's job satisfaction
EC educators experience greater support from the community	Ongoing	20% increase in the number of EC educators that report feeling well respected and appreciated by their community.
Key leaders are engaged and supportive of early childhood	Ongoing	At least 3 additional key leaders in the community are supportive of sustainable funding for paid sick leave and EC credential initiatives.

Project/Grant Outcomes: *(During or at the Conclusion of the Grant Term)*

Year 1 Outcomes		
Example: % students employed with a partner early education program	*December 2021*	*90% of students are employed with a partner early education program*
% of EC Educators that have increased their EC Credential to a Level III or higher	May 2022	10% increase in the number of EC educators that obtain a Level III credential or higher
% of EC educators that have registered on PDIS and applied for EC Credential	May 2022	20% increase in number of EC educators registered on PDIS and applied for an EC credential
Number of ECE Equivalent courses offered through Western Colorado University-Extended Studies Program	May 2022	3 ECE Equivalent Courses available
% reduction in annual turnover rate	May 2022	10% reduction in annual turnover rate

% of sustainable funding necessary to maintain paid sick leave and EC credential stipend program is obtained	May 2022	At least 50% of the sustainable funding necessary to sustain the sick leave and EC credential stipend initiatives long-term is secured

Intermediate and Long-Term Outcomes



Future Outcomes- After the One-Year Grant Term		
% of EC educators that remain employed for 1 year with partner early education programs	May 2023	80% of EC educators that remain employed for 1 year with partner early education programs
% of EC educators that remain employed for 2 year with partner early education programs	May 2024	70% of EC educators that remain employed for 2 year with partner early education programs
% of EC Educators that have increased their EC Credential to a Level III or higher	May 2023	15% increase in the number of EC educators that obtain a Level III credential or higher
% of EC Educators that have increased their EC Credential to a Level III or higher	May 2024	25% increase in the number of EC educators that obtain a Level III credential or higher
% of sustainable funding necessary to maintain paid sick leave and EC credential stipend program is obtained	May 2023	75 % of the funding necessary to sustain paid sick leave and EC credential stipend initiatives long-term is secured
% of sustainable funding necessary to maintain paid sick leave and EC credential stipend program is obtained	May 2024	100 % of the funding necessary to sustain paid sick leave and EC credential stipend initiatives long-term is secured

Early Childhood Workforce Innovation Grants: Budget Template

Applicant/Lead Agency Name:	Gunnison-Hinsdale Early Childhood Council - Gunnison County Health and Human Services		
Project Name:	EC Workforce Innovation Grant		
Contact Name: Phone:	Lana Athey 970-642-4667	**Email:**	lathey@gunnisoncounty.org
Organization's Fiscal Year:	Calendar Year		

Table 1: Project Expenses (June 1, 2021 - May 31, 2022)		
Budget Category	**Total Request**	**Narrative (Explain how costs were determined and how the budget aligns with your proposal)**
Personnel*	$ 15,429	*Provide detailed justification in Table 2: Personnel table
Benefits & Taxes	$ 4,846	Fringe benefits include Health Insurance, SSEC, MCARE, Retirement, holiday/Sick Pay for 2 Co-Coordinators ; SSEC, MCARE, Retirement, for QI Navigator/Coach
Supplies/Operating Expenses	$1,950	Meeting supplies, meeting food, copies, office supplies, computer costs
Travel/Mileage	$ -	
Training/Professional Development/Conferences	$ -	
Contractors/Consultants/Subcontracts to Partners*	$ 7,000	*Provide detailed justification in Table 3: Contracts Table
Other Direct Costs (please specify)	$ 44,000.00	Funds for Paid Sick Leave program
Other Direct Costs (please specify)	$ 16,000.00	Funds for EC Educator Stipend Program
Total Direct Costs	**$ 89,225.65**	
Indirect Costs (should not exceed a rate of 10% of direct costs)	$ 8,923	Office space, phone, Fiscal oversite, Accounting, payment processing, etc.
GRAND TOTAL REQUESTED	**$ 98,148.22**	

In the section below, please provide detail about the wages/salary for personnel to be funded with grant funds (Table 2); Enter budget justification for the employee or position title. Justification should address the role and expected contribution of budgeted personnel.

Table 2: Personnel Detail (employees of lead agency)					
Position Title	**Current Staff or To Be Hired**	**Annual Salary**	**% of Time on Project**	**Total Request**	**Narrative**
GHECC Co-Coordinator	Current	$59,612	10%	$ 5,961	4 hours/week - stakeholder engagement, sick leave pay and EC credential stipend processing, planning and involvement in early childhood resource development meetings (12 additional hours for early childhood systems building work is supported through 2 other funding streams)
GHECC Co-Coordinator	Current	$73,257	5%	$ 3,663	2 hours/week - stakeholder engagement, planning and involvement in early childhood resource development meetings(5 additional hours for early childhood systems building work is supported through 2 other funding streams)
GHECC QI Coach & Navigator	Current	$58,052	10%	$ 5,805	4 hours/week (involvement and assistance in preparing for early childhood recsource development planning meetings)
CTC Data and Community Outreach	Current			$ -	
Total Personnel				**$ 15,429**	

In the section below, please include detail about the subcontractors, consultants, or partners to be funded.

Table 3: Contractor/Consultants/Partners		
Name of Contractor/Consultant/Partner (if available)	**Total Request**	**Narrative**
EXAMPLE: XYZ Consultant	*$ 5,000*	*To develop a strategic plan to engage stakeholders and the public around increased compensation for early educators*
Tenderfoot Child and Family Development Center	$ 750	Stipend for meeting participation, data sharing, administering surveys to workforce, attending county and municipalities meetings, stakeholder outreach, and data collection
Seasons Schoolhouse	$ 750	Stipend for meeting participation, data sharing, administering surveys to workforce, attending county and municipalities meetings, stakeholder outreach, and data collection
Lake Preschool	$ 750	Stipend for meeting participation, data sharing, administering surveys to workforce, attending county and municipalities meetings, stakeholder outreach, and data collection
Paradise Place Preschool	$ 750	Stipend for meeting participation, data sharing, administering surveys to workforce, attending county and municipalities meetings, stakeholder outreach, and data collection
Stepping Stones Children's Center	$ 750	Stipend for meeting participation, data sharing, administering surveys to workforce, attending county and municipalities meetings, stakeholder outreach, and data collection
Little Red Schoolhouse	$ 750	Stipend for meeting participation, data sharing, administering surveys to workforce, attending county and municipalities meetings, stakeholder outreach, and data collection
Wee Care in Lake City	$ 750	Stipend for meeting participation, data sharing, administering surveys to workforce, attending county and municipalities meetings, stakeholder outreach, and data
Hinsdale County Preschool	$ 750	Stipend for meeting participation, data sharing, administering surveys to workforce, attending county and municipalities meetings, stakeholder outreach, and data
5 Home Providers	$ 1,000	Stipend for meeting participation, data sharing, administering surveys to workforce, attending county and municipalities meetings, stakeholder outreach
Total Contractor	$ 7,000	

In the following table, please list any in-kind, matching, or other funds contributing to the work. Please note, if requested funds are to be used for direct compensation of providers, a 25% match and sustainability plan is required.

Table 4: Revenue/In-Kind Funds

Source	Amount	Anticipated or Secured	Purpose	Lever
Community Foundation of the Gunnison Valley	$ 11,000	secured	Paid Sick Leave for EC workforce	Compensation
City of Gunnison	$ 4,000	secured	Stipend for City of Gunnison EC workforce	Compensation
Total	$ 15,000			

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Rental Agreement; Four Squared, LLC; Gunnison Coun

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: 4 squared and Gunnison County

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

Summary:

new rental agreement

Fiscal Impact:

Submitted by: Kari Commerford **Submitter's Email Address:** kcommerford@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 6/18/2021

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

Comments:
Reviewed and approved by
CAO as updated. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 6/24/2021 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/30/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 7/6/2021

Revised April 2015

223 ELK AVENUE SUITE 201B LEASE
CRESTED BUTTE, COLORADO

By and Between

Four Squared, LLC, a Colorado limited liability company
Landlord

and

Gunnison County
Tenant

Effective Date: June 1st, 2021

SUMMARY OF BUSINESS TERMS

THIS 223 ELK AVENUE BUILDING SUITE 201B LEASE SUMMARY OF BUSINESS TERMS is made effective as of the 1st day of June between Four Squared, LLC, a Colorado limited liability company ("Landlord") and Gunnison County.

The parties agree to enter into a lease of the Premises as set forth herein. In addition to the other definitions appearing in the text of this Lease, when used herein the following terms shall have the respective meanings set forth opposite each such term.

1. Lease: This Summary of Business Terms and the Lease attached hereto, including any addenda and Exhibits.

2. Landlord: Four Squared, LLC

3. Landlord's Address: 223 Elk Avenue/P.O. Box 2474, Crested Butte, CO 81224

4. Tenant: Gunnison County c/o Kari Commerford

5. Tenant's Address: 200 East Virginia Ave. Gunnison, CO 81230

6. Building: The structure known as 223 Elk Avenue, Crested Butte, Colorado.

7. Premises; Property: The approximately 550 square foot office space located in the southwest corner of the second floor at 223 Elk Avenue (the "Premises") consisting of the office space, with a shared bathroom, which may be collectively referred to as the "Property."

8. Rent; Additional Rent: Tenant agrees to pay Landlord, at Landlord's Address, or at such other place as Landlord may from time to time designate in writing to Tenant, all Rent and Additional Rent, in the amounts set forth in the Lease. Monthly installments of Rent and Additional Rent shall be due and payable in advance on the first (1st) day of each calendar month, commencing on the 1st day of June, 2021. Rent and Additional Rent will be adjusted as set forth in the Lease. During the Lease Term, the total combined Rent and Additional Rent of $1100 per month.

9. Lease Term: The Lease Term shall begin on June 1st, 2021, and shall end on May 31st, 2022.

10. Security Deposit: Tenant shall deliver the amount of $100 as a security deposit under the Lease, which shall be held by Landlord and applied pursuant to the Lease.

11. Permitted Use: Tenant shall use the Premises as an office subject to the terms and conditions in the Lease.

LANDLORD:

Four Squared, LLC,
a Colorado limited liability company

Dan Loftus, Member

Brian Schneider, Member

TENANT:

Gunnison County/ Kari Commerford

Kari Commerford

LEASE

This Lease is made effective as of the 1st day of June, 2021 by and between Four Squared, LLC, a Colorado limited liability company ("Landlord") and Gunnison County, Tenant are sometimes each referred to as a "Party" and collectively as the "Parties".

For the mutual considerations, on the terms and subject to the conditions set forth herein, and set forth in the Summary of Business Terms attached hereto and made a part hereof by this reference, Landlord and Tenant hereby agree as follows:

A. **BACKGROUND AND CONDITIONS OF EFFECTIVENESS.**

1. LEASE OF PREMISES. Landlord hereby leases to Tenant, and Tenant hereby rent from Landlord, the Premises. Notwithstanding the foregoing, Landlord and Tenant acknowledges that Tenant has inspected the Property and accept the current configuration of the Premises and the Parties agree that the current configuration is the Premises under this Lease.

2. TERM. The initial term ("Term") of this Lease shall begin on June 1st, 2021 at 12:01 a.m. local time, and continue through and until May 31st, 2022.

3. RENT. The "Rent" for the Lease shall be Thirteen Thousand Two Hundred and 00/100 US Dollars ($13,200.00), payable for the convenience of Tenant in equal monthly installments of One Thousand One Hundred and 00/100 US Dollars ($1,100.00) for twelve (12) months.

Monthly installments of Rent and Additional Rent shall be due and payable in advance on the first (1st) day of each calendar month at Landlord's Address, or at such other place as Landlord may from time to time designate in writing to Tenant.

On or before June 1st, 2021, Tenant shall pay the first month's Rent and the Security Deposit provided for in the Lease Summary.

All Rent and Additional Rent is payable when due during the Term hereof without prior demand. Rent and Additional Rent will be paid without notice, demand, setoff, counterclaim, deduction, or defense and, except as otherwise expressly provided herein, without abatement or suspension. The obligations of Tenant hereunder will be separate and independent covenants and agreements and the Rent and Additional Rent will continue to be payable in all events and the obligations of Tenant hereunder will continue unaffected, unless the requirements to pay or perform the same have been terminated pursuant to express provisions of this Lease.

4. ADDITIONAL RENT. Tenant shall pay, as "Additional Rent" together with

Tenant's payment of monthly Rent: $0

5. SECURITY DEPOSIT. Tenant shall keep on deposit with Landlord at all times after the execution of this Lease the Security Deposit as security for the payment by Tenant of the Rent and Additional Rent and other sums due under this Lease, and for the faithful performance of all the terms, conditions, and covenants of this Lease.

If at any time Tenant is in default in the performance of any provision of this Lease, Landlord may, but shall not be required to, use the Security Deposit, or so much of it as may be needed, in payment of any sums due under this Lease that are in default, in reimbursement of any expense incurred by Landlord and in payment of the damages incurred by Landlord by reason of Tenant's default. Alternatively, at the option of Landlord, Landlord may retain the Security Deposit toward recovery of damages. In any such event, within five (5) days after written demand from Landlord, Tenant shall immediately remit to Landlord an amount in cash to restore the Security Deposit to its original amount. Notwithstanding the provisions above, if the claims of Landlord exceed the Security Deposit, Tenant shall remain liable for the balance of those claims. Landlord's rights under this Article shall be in addition to all its other rights and remedies.

In the event Landlord does not use all of the Security Deposit as described above, then Landlord shall refund the balance, without interest, upon full performance of this Lease by Tenant, as follows: The Security Deposit shall be returned to Tenant, or written accounting made for any portion retained, listing the reasons for the retention, together with the balance of the Security Deposit, within sixty (60) days after termination of the Lease or surrender and acceptance of the Premises.

If Landlord sells its interest in the Premises, Landlord shall deliver the Security Deposit to the purchaser, and upon such delivery and sale, Landlord shall be discharged from further liability with respect to the Security Deposit.

6. INSURANCE; WAIVER OF SUBROGATION; INDEMNITY.

6.1 Liability Insurance.

(a) Tenant's Liability Insurance. Tenant is a public entity within the meaning of the Colorado Governmental Immunity Act (CGIA), Colo. Rev. Stat. § 24-10-101 et seq, as amended. Tenant will obtain and keep in force, during the Term of this Lease, such liability insurance, by either a commercial general liability policy or self-insurance, as necessary to meet its CGIA liabilities and to protect Tenant, Landlord, and Landlord's lender(s) (if any) as additional insureds against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance will be on an occurrence basis providing single limit coverage in an amount not less than $2,000,000.00 per occurrence. The limits of said insurance required by this Lease or as carried by Tenant will not, however, limit the liability of Tenant nor relieve the Tenant of any obligation hereunder. All

insurance to be carried by Tenant will be primary to and not contributory with any similar insurance carried by Landlord, whose insurance will be considered excess insurance only. Not more frequently than annually, if in the opinion of Landlord's insurance advisor, the amount of commercial general liability insurance coverage at the time is not adequate, Tenant will increase the insurance coverage as recommended by Landlord's insurance advisor. The minimum limits of the comprehensive general liability policy of insurance shall in no way limit or diminish Tenant's liability under any other provision of this Lease and shall upon demand by Landlord be subject to increase at any time, and from time to time as required by any lender to Landlord or as recommended by Landlord's insurance carrier, agent or insurance consultant.

(b) Landlord's Insurance. Landlord will maintain liability insurance in such amounts as Landlord may decide in addition to, and not in lieu of, the insurance required to be maintained by Tenant. Tenant will not be named as an additional insured therein.

6.2 Property Insurance.

(a) Building and Improvements. Tenant shall obtain and keep in force during the Term of this Lease a policy or policies of insurance of the Premises, either through a commercial policy or self-insurance. Such insurance will be in such amounts and for such coverage as Landlord may reasonably determine, but in no event more than the commercially reasonable and available insurable value thereof. Tenant's personal property, furnishings, trade fixtures and equipment will be insured by Tenant.

(b) Tenant's Acts. Tenant will pay for any increase in the premiums for the property insurance of the Building and the common areas if said increase is caused by Tenant's acts, omissions, use or occupancy of the Premises.

(c) Tenant's Improvements. Landlord will not be required to insure Tenant-owned furniture, fixtures, or equipment. Tenant, at their cost, will, either by separate policy or, at Landlord's option, by endorsement to a policy already carried, maintain insurance coverage on all of Tenant's personal property, furniture, trade fixtures, and equipment in, on or about the Premises. Such insurance will be full replacement cost coverage with a deductible not to exceed $5,000.00 per occurrence. The proceeds from any such insurance will be used by Tenant for the replacement of such personal property and the restoration of trade fixtures and Tenant owned alterations or utility installations. Upon request from Landlord, Tenant will provide Landlord with written evidence that such insurance is in force.

(d) Worker's Compensation Insurance. Tenant will, at their sole cost and expense, obtain and maintain in force workers' compensation insurance as required by law.

(e) Insurance Policies. The insurance required hereunder will be issued by companies duly licensed to transact business in Colorado and maintaining during the policy

term a "General Policy Holder's Rating" of at least A minus or such other rating as may be required by Landlord's lender(s) (if any), as set forth in the most current issue of "Best's Insurance Guide" or maintain appropriate membership status as part of a duly licensed self-insurance fund. Tenant will not do or permit to be done anything which will invalidate the insurance policies referred to in this Lease. Tenant will cause to be delivered to Landlord, prior to the commencement of this Lease, certificates evidencing the existence and the amounts of the insurance required of Tenant under this Lease. No such policy will be cancelable or subject to modification except after thirty (30) days prior written notice to Landlord. At least ten (10) days prior to the expiration of such policies, Tenant will furnish Landlord with evidence of renewals or "insurance binders" evidencing renewal thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount will be payable by Tenant to Landlord upon demand.

6.3 Waiver of Subrogation. Without affecting any other rights or remedies, Landlord and Tenant each hereby release and relieve the other and waive their entire right to recover damages (whether in contract or in tort) against the other for loss or damage to their property arising out of, or incident to, the perils required to be insured under this Lease. The effect of such releases and waivers of the right to recover damages will not be limited by the amount of insurance carried or required, or deductibles applicable thereto. Landlord and Tenant agrees to have their respective insurance companies issuing property damage insurance waive any right to subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance is not invalidated thereby.

6.4 Indemnity. Tenant and Landlord shall indemnify and hold the other party, its directors, employees, agents, affiliates, successors and assigns, harmless from any and all demands, claims, causes of action, suits, judgments, damages, fines, liens or similar charges or impositions and any and all associated expenses (including, without limitation, attorney's fees) arising out of or in connection with any claim that would result in a breach by the indemnifying party of any of its warranties and covenants set forth in this Lease or claims brought by a third party against either Tenant or Landlord based on a breach by the indemnifying party of any of its warranties and covenants set forth in this Lease.

7. USE.

7.1 Permitted Use Only. The Premises will be occupied and used only for the Permitted Use and for no other purpose whatever unless Landlord in its sole discretion, consents in writing to a change of such use. The Permitted Use of the Premises set forth herein is a material term and actual and substantial detriment will result to Landlord in the event that a change or deviation in the Permitted Use occurs or is permitted without the express written consent of the Landlord, which consent will be in Landlord's sole and absolute discretion.

Tenant intends to use the Premises as an office space for GCSAPP. Tenant is aware that neighboring properties are residential and rental properties and Tenant shall abide by local noise ordinances. Tenant is solely responsible to ensure that local noise ordinances are followed and do not become a nuisance to neighbors and Tenant shall be responsible for any

liabilities or expenses that Landlord may incur by reason of violation of local noise ordinances.

7.2 Covenants. Tenant covenants and agrees with Landlord that: (a) Tenant will keep the Premises at a temperature compatible with comfortable occupancy during business hours and at all times sufficiently high to prevent freezing of fluids in pipes or fixtures; (b) the plumbing facilities will not be used for any other purpose than that for which they are designed, and no foreign substance of any kind will be deposited or discarded therein; (c) Tenant will not burn any trash or garbage of any kind in or about the Premises; (d) no auction, fire, bankruptcy, selling-out or going-out-of-business sales will be conducted on or about the Premises without the prior written consent of the Landlord, which will be at the Landlord's sole and absolute discretion; (e) Tenant will keep all windows on the Premises clean, and all window areas will be kept free from storage items and other unsightly uses; (f) all trash (boxes will be broken down) will be deposited in a dumpster. Landlord reserves the right to adopt additional Rules and Regulations in respect to the conduct of Tenant's activities in the Premises, which upon adoption will be deemed incorporated herein, provided that Tenant are given written notice thereof and the Rules and Regulations do not materially impair Tenant's use of the Premises as permitted herein.

7.3 Operations. Tenant agrees to conduct Tenant's business at all times in a first-class, high-grade manner consistent with reputable business standards and practices. Storage and office space in the Premises exists only to the extent required for the Permitted Use conducted on the Premises. Tenant is a government entity, but will pay in a full and timely manner all sales, withholding, unemployment insurance, worker's compensation insurance, Tenant's required insurance, personal property tax, business licenses, utilities, services, and income taxes, if any, arising out of or relating in any way to the business conducted by Tenant upon the Premises.

7.4 Tenant's Acceptance of Premises. Tenant accepts the Premises or the Building "AS IS" in their present condition. Landlord hereby disclaims all warranties, express or implied, with respect to the Premises, the Building or the Property (including, without limitation, any implied warranty of habitability, suitability, or compliance with building codes), except as expressly set forth herein. Tenant acknowledges that it is not relying on any warranties of Landlord and has done its own investigation as to the suitability of the Premises, the Building or the Property, for the conduct of Tenant's business, including without limitation, investigation of applicable laws. Tenant acknowledges that neither Landlord nor Landlord's agents have made any representation or warranty about the suitability for Tenant's proposed use, or compliance with applicable laws of the Premises, the Building or the Property or any fixtures or equipment located therein.

8. FIXTURES. All readily moveable furnishings, trade fixtures, and readily moveable equipment owned by Tenant in the Premises will at all times during the Term remain the property of Tenant without regard to the means by which they are installed in the Premises. Upon expiration of this Lease, Tenant will remove all such furnishings, fixtures and

equipment and restore the Premises, provided that Tenant will not remove any equipment owned by Landlord, conduits, or fixtures providing water, plumbing, electrical, heating, ventilation, air conditioning, lighting, and sewer service to the Premises, whether or not the same were furnished or installed by Tenant, all of which, together with any other furnishings, fixtures, and equipment not removed by Tenant as provided above, will become the property of Landlord upon expiration of the Term or termination of Tenant's right to possession of the Premises, unless Landlord, within sixty (60) days thereafter disclaims any ownership interest in such furnishings, fixtures, and equipment.

9. DEFAULT.

9.1 Events of Default. The occurrence or existence of any one or more of the following events or circumstances, at the option of Landlord, shall constitute an event of default under this Lease by Tenant:

(a) Failure in Payment. The failure by Tenant to pay when due any installment of Rent, Additional Rent or other amounts due under this Lease.

(b) Failure in Performance. The failure by Tenant to perform or observe all of the covenants binding Tenant under this Lease, if Tenant fails to remedy such neglect or failure within ten (10) days after Landlord give Tenant written notice specifying the default (or within such period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within such 10-day period, provided that Tenant commences to remedy such default within such a 10-day period and proceeds with reasonable diligence to cure such default);

(c) Attachment. The taking of this Lease or of all or part of the Premises upon execution or by other process of law directed against Tenant, or upon or subject to any attachment at the instance of any creditor of or claimant against Tenant, if the attachment is not discharged or disposed of within fifteen (15) days after the levy of same.

(d) Vacating or Abandonment. The vacating or abandonment of the Premises (which shall be defined to include, but not be limited to, any absence by Tenant from the Premises for five (5) or more days), or Tenant's locking the Premises so as to prevent the entry by Landlord or its representatives as permitted by this Lease;

(e) Cessation of Operations. Tenant's removal or attempt to remove any goods or property from the Premises other than in the usual course of business, or Tenant's cessation of its business operations in the Premises;

(f) Insolvency Filing. An action by Tenant or any guarantor of Tenant's obligations

under this Lease to (i) admit in writing its inability to pay its debts generally as they become due; (ii) make an assignment of all or a substantial part of its property for the benefit of creditors; (iii) apply for or consent to or acquiesce in the appointment of a receiver, trustee or liquidator of Tenant or such guarantor or of all or a substantial part of Tenant's or such guarantor's property or of the Premises or of Tenant's interest in this Lease; or (iv) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization under any bankruptcy or insolvency law or an arrangement with creditors, or take advantage of any insolvency law or f:tle an answer admitting the material allegations of a petition filed against Tenant or such guarantor in any bankruptcy, reorganization or insolvency proceedings; or

(g) Insolvency Adjudication. The entry of a court order, judgment or decree without the application, approval or consent of Tenant or any guarantor of Tenant's obligations under this Lease, as the case may be, approving a petition seeking reorganization of Tenant or such guarantor under any bankruptcy or insolvency law or appointing a receiver, trustee or liquidator of Tenant or such guarantor, or of all or a substantial part of Tenant's or such guarantor's property, or of the Premises, or of Tenant's interest in this Lease, or adjudicating Tenant or such guarantor a bankrupt or insolvent, if such order, judgment or decree shall not be vacated, set aside or stayed within thirty (30) days from the date of entry.

9.2 Landlord's Remedies. If Tenant defaults under this Lease, Landlord shall have the following rights and remedies, in addition to all other remedies at law or equity, and none of the following, whether or not exercised by Landlord, shall preclude the exercise of any other right or remedy whether set forth in this Lease or existing at law or equity.

(a) Termination. Landlord shall have the right to terminate this Lease by giving Tenant notice in writing at any time. No act by or on behalf of Landlord, such as entry in the Premises by Landlord to perform maintenance and repairs and efforts to relet the Premises, other than giving Tenant written notice of termination, shall terminate this Lease. Further, the service upon Tenant of a statutory notice for payment of rent or possession of the Premises, regardless of whether Tenant deliver possession of the Premises to Landlord in response to such notice, shall not operate to terminate this Lease, unless the notice contains a statement calling for such termination upon delivery of possession. Landlord shall have the right to give such notice of termination at any time after service of the statutory notice for payment or possession.

i. If Landlord gives such notice, this Lease and the Term shall wholly cease and expire in the same manner and with the same force and effect (except as to Tenant's liability, as expressly provided in this Lease) on the date specified in such notice as if such date were the expiration date of the Term without the necessity of re-entry or any other act on Landlord's part.

ii. If this Lease is terminated, Tenant shall remain liable to Landlord for (1) all Rent and damages which may be due or sustained by Landlord and all reasonable costs, fees and expenses including, but not limited to, attorneys' fees, costs and expenses, incurred by Landlord in pursuit of its remedies under this Lease, or in renting the Premises to others from time to time (all such Rent, damages, costs, fees and expenses being referred to in this Lease as "Termination Damages"); and (2) additional damages (the "Liquidated Damages"), which at the election of Landlord, shall be either;

a. An amount or amounts equal to the Rent and all other Rent which, but for termination of this Lease, would have become due during the remainder of the Term, less the amount or amounts of Rent if any, which Landlord shall receive during such period from others to whom the Premises may be rented (other than any sums received by Landlord as a result of any failure of such other person to perform any of its obligations to Landlord), in which case such Liquidated Damages shall be computed and payable at Landlord's option either in an accelerated lump sum payment in an amount equal to the total rentals due for the period on which the Term would have ended, but for the termination; or by payment in monthly installments, in advance, on the first day of each calendar month following termination of the Lease and continuing until the date on which the Term would have expired but for such termination, and any suit or action brought to collect any such Liquidated Damages for any month shall not in any manner prejudice the right of Landlord to collect any Liquidated Damages for any subsequent month by a similar proceeding; or

b. An amount equal to the present worth (as of the date of such termination) of the Rent and other rent which, but for termination of this Lease, would have become due during the remainder of the Term, less the fair rental value of the Premises, as determined by an independent real estate appraiser named by Landlord, in which case such Liquidated Damages shall be payable to Landlord in one lump sum on demand and shall bear interest at the Maximum Rate until paid. For purposes of this clause (B), "present worth" shall be computed by discounting such amount to present worth at a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank nearest to the location of the Building.

iii. Termination Damages shall be due and payable immediately upon demand by Landlord following any termination of this Lease pursuant to this Article above.

If this Lease is terminated pursuant to this Article above, Landlord may relet the Premises or any part thereof, alone or together with other premises, for such term or terms (which may be greater of less than the period which otherwise would have constituted the balance of the Term) and on such terms and conditions (which may include concessions or free rent and

alterations of the Premises) as Landlord, in its absolute discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet the Premises or any failure by Landlord to collect any rent due upon such reletting.

(b) Re-entry. Landlord may, without demand or notice, re-enter and take possession of the Premises or any part thereof, and repossess the same as Landlord's former estate and expel Tenant and those claiming through or under Tenant, and remove the effects of any and all such persons (forcibly, if necessary) without being deemed guilty of any manner of trespass, without prejudice to any remedies for arrears of rent or preceding breach of covenants and without terminating this Lease or otherwise relieving Tenant of any obligation hereunder. Should Landlord elect to re-enter as provided in this Article, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, this Lease shall terminate.

(c) Payment on Account of Tenant. If Tenant shall default in making any payment required to be made by Tenant (other than payments of Rent) or shall default in performing any other obligations of Tenant under this Lease, Landlord may, but shall not be obligated to, make such payment or, on behalf of Tenant, expend such sum as may be necessary to perform such obligation. Tenant shall repay to Landlord on demand all sums so expended by Landlord with interest at the Maximum Rate. No such payment or expenditure by Landlord shall be deemed a waiver of Tenant's default, nor shall it affect any other remedy of Landlord by reason of such default.

(d) Default Interest. If Tenant default in making payment of any Rent, Additional Rent, or other sum due under this Lease, Landlord may charge and Tenant shall pay upon demand interest at the lesser of the maximum rate allowed by law or eighteen percent (18%) per annum (the "Maximum Rate") accruing from the date such sum is due until paid.

(e) Injunction and Specific Performance. In the event of a breach or threatened breach by Tenant of any of the terms, covenants, or conditions of this Lease, Landlord shall also have the right of injunction and specific performance. Tenant agrees to pay the premium for any bond required in connection with any injunction.

(f) Additional Charges for Tenant's Late Payment of Rent and/or Additional Rent and Delivery of Bad Checks. If Tenant fail to pay a monthly installment of Rent and/or Additional Rent by midnight of the fifth (5th) day of the month in which it is due, Tenant must add the amount equal to five percent (5%) of the amount due to that installment of Rent and/or Additional Rent if it is paid on the sixth (6th) day of the month, and the further sum of $100 for each day after the 6th day up to and including the day on which such installment is actually paid. Such amounts shall be deemed Late Payment Penalty, and Tenant's failure to pay the same at the time the Rent and/or Additional Rent is paid shall mean that Tenant

are still in default in the payment of the Rent and/or Additional Rent for that month. Tenant shall be provided notice in accordance with Section 23 before any such Late Payment Penalty by the Landlord is collected. Furthermore, the obligation to pay such Penalty shall not be construed as creating a right in Tenant to pay Rent and/ or Additional Rent late and notwithstanding the obligation of Tenant to pay such Late Payment Penalty, Landlord shall have the right at any time after the fifth (5th) day of the month to terminate this Lease for default (as provisions therefore is hereinafter made) if the installment of Rent and/or Additional Rent is not sooner paid, and the obligation to pay such Late Payment Penalty in addition to the Rent and Additional Rent as damages for the unlawful detention of the Premises shall continue for each day until the Premises are lawfully restored to Landlord. Landlord need not give any notice to be entitled to this Late Payment Penalty, and the accrual of such charge (in the form of Late Payment Penalty) will in no way be construed to limit Landlord's remedies in the event of such default (including the right to give a three-day notice hereunder), which remedies will in all cases hereunder be deemed to be cumulative.

If Tenant pays Rent and/or Additional Rent with a check which does not clear the bank on which it is drawn the first time it is submitted, (a) the Rent and Additional Rent for that month shall continue to be deemed unpaid until tenant delivers to Landlord the amount of such Rent and Additional Rent (together with any Late Payment Penalty which may have accrued, as above provided) in the form of cash or a cashier's check, and (b) thereafter, and throughout the remainder of the Term of this Lease, a personal check shall be an unacceptable method of paying Rent and Additional Rent hereunder, Landlord shall not be required to accept such form of payment, and all subsequent payments of Rent and Additional Rent payment must be in the form of cash, wire transfer or a cashier's check.

9.3 Landlord's Default. Landlord will be in default of this Lease if Landlord to perform any of Landlord's obligations hereunder, and such failure continues for a period of thirty (30) days after Tenant's written notice to Landlord of such failure; provided, however, if such failure cannot, in the exercise of reasonable diligence, be cured by Landlord within thirty (30) days of Tenant's written notice, Landlord will not be in default hereunder if Landlord commences its curative efforts within such thirty (30) day period and thereafter diligently prosecutes cure thereof until completion.

9.4 Expenses of Default; Attorneys' Fees. All expenses, including attorneys' fees, occasioned by a default of a party hereunder, shall be borne by the defaulting party, including without limitation any attorney fees incurred by Landlord in collecting delinquent sums due from Tenant, whether or not suit or formal proceedings be brought. Should any legal proceedings become necessary with regard to this Lease, the prevailing party shall be awarded attorneys' fees and costs as part of any judgment recovered therein.

10. COMPLIANCE WITH LAWS. Tenant will not perform any acts or carry on any practices which may injure the Premises or the Building, violate any certificate of occupancy, constitute a public or private nuisance, a menace to the public, produce undue noise, or create noxious fumes or odors. Tenant agrees not to: (a) permit any unlawful or

immoral practice to be committed on the Premises; (b) make or allow the Premises to be used for any purpose that might invalidate or increase the rate of insurance thereof; (c) keep, use, permit to be kept or used on the Premises any flammable fluids or explosives without the prior written consent of the Landlord, which consent will be at Landlord's sole and absolute discretion; or (d) use the Premises for any purpose or in any way in violation of any present or future laws, rules, requirements, orders, directions, ordinances, zoning laws, building codes or regulations of the United States of America (including the Americans With Disabilities Act), State of Colorado, County of Gunnison, Town of Crested Butte, or other municipal, governmental, or lawful authority whatsoever having jurisdiction over the Premises or the use thereof. Tenant will promptly comply with all such laws and other directives affecting the Premises or the Building (including the Americans With Disabilities Act) and the use, safety or cleanliness of the same, at Tenant's sole cost and expense (the "Applicable Laws"). Tenant shall not erect or place any signage on the exterior of the Building unless and until it has been approved by the Town of Crested Butte and its location has been approved by Landlord.

11. TENANT IMPROVEMENTS.

Any and all Tenant improvement shall be at Tenant's sole cost and expense and subject to Landlord's approval, which may be withheld in Landlord's sole discretion. Landlord's approval must be requested and obtained prior to the construction of any Tenant improvement.

Tenant will not make any alterations, improvements and/or additions to the Premises or the Building ("Proposed Improvements") without first obtaining Landlord's written consent, which may be withheld in Landlord's sole discretion. Proposed Improvements will be at Landlord's sole and absolute discretion. No Proposed Improvements (including any change orders to previously approved plans) will be undertaken without first providing plans, drawings and specifications to Landlord for such Proposed Improvements. Tenant must obtain all required permits and other approvals required by the Town of Crested Butte and any other jurisdiction having review over such Proposed Improvements.

If requested by Landlord, Tenant will also submit a cost breakdown, by construction unit, of the complete project costs, and substantiate all costs with contractor and/or architect contracts or bids. All approved Proposed Improvements must be accomplished by Tenant in a good and workmanlike manner and at Tenant's sole cost and expense. Tenant agrees to keep the Premises, the Building or the Building free of mechanic's liens and other claims in connection therewith. Landlord will have the right, at any time, to inspect the Premises and the construction of the Proposed Improvements, or may engage an engineer, at Landlord's sole cost and expense, to inspect the Premises and the Proposed Improvements. Within thirty (30) days after all work has been completed on the Proposed Improvements, Tenant will provide to Landlord final lien waivers from all persons providing labor, materials and services in connection with the Proposed Improvements. Prior to commencement of construction of the Proposed Improvements, Tenant will provide to Landlord a policy of all-

risk builder's risk insurance in the amount of at least $3,000,000, issued by a company or companies acceptable to Landlord and authorized to do business in the State of Colorado, with premiums prepaid and which names Landlord as an additional insured. Such policy will insure the Proposed Improvements, the Premises, the Building and all materials and supplies in connection therewith against loss or damage by fire and other casualty, contractor or subcontractor negligence, and other risks typically inured in a builders' risk policy or required to be insured by Landlord in Landlord's sole discretion.

In the case of the filing of any mechanic's lien because of work performed or materials furnished at the request of Tenant against any interest of Landlord or the Building, Tenant will cause the same to be discharged of record (whether by payment, filing a bond and thereafter contesting such lien, order of a court of competent jurisdiction or otherwise) within thirty (30) days after the filing of same. If Tenant will fail to discharge such mechanic's lien of record within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but will not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien in such other manner as may be permitted by law. Any amount paid by Landlord to discharge such mechanic's lien, or for the satisfaction of any other lien placed against the Premises, the Building or the Building during the Term that it is not caused by Landlord, and all reasonable legal and other expenses of Landlord, in defending any such action or procuring the discharge of such liens, with all necessary disbursements in connection therewith, will be paid as Late Payment Penalty by Tenant to Landlord on demand, together with accrued interest on the amounts so paid at the Maximum Rate.

Tenant agrees to deliver to Landlord written notice of its intent to begin construction of any Proposed Improvements at least ten (10) business days prior to the commencement of any work thereon, so as to allow Landlord to post an appropriate notice of non-liability pursuant to Section 38-22-105(2) of the Colorado Revised Statutes. Landlord hereby designates Tenant as its agent for the sole purpose of posting, and Tenant accept the appointment and commits to post prior to commencement of any work, and to keep posted in a conspicuous place upon the Premises, a notice containing substantially the following language:

12. MAINTENANCE AND REPAIR.

12.1 Tenant's Repair Obligations. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair, including but not limited to the maintenance, replacement, and repair of the office space, signage, doors, window casements and glazing, and any installations, equipment or facilities therein, other than those repairs required to be made by Landlord pursuant to Section 12.2 below. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in good condition and repair, in both cases ordinary wear and tear and damage by Casualty or Eminent Domain excepted. Tenant shall make all repairs to the Premises, Building and to the rest of the Property which are made necessary as a result of any misuse or neglect by Tenant or by its officers, employees, agents or invitees, and all such repairs

shall be at least equal in quality to the original work. Except as provided in Section 12.2 below, Landlord shall have no obligation whatsoever to alter, remodel, improve, repair, decorate or paint the Premises, Building or Property any part thereof; and the parties hereto affirm that, except as otherwise provided in this Lease, neither Landlord nor any agent of Landlord has made any representation or warranty to Tenant with respect to the condition of the Premises, Building or the rest of the Property or with respect to the suitability of either for the conduct of Tenant's business or profession therein. Tenant shall maintain all plumbing fixtures (e.g., sinks, toilets and drains) and all electrical fixtures within the Premises to the plumbing and electrical stub-outs. Tenant's repair obligations under this Section 12.1 are in addition to any other repair obligations of Tenant expressly set forth elsewhere in this Lease.

12.2 Landlord's Repair Obligations. Notwithstanding the provisions of Section 12.1, above, Landlord shall repair and maintain only the following items: the roof, exterior walls and structural portions of the Building, plumbing to the point it reaches the Premises, HVAC to the stub in, and electrical systems to the main electric panel, in good condition and repair unless the need for such maintenance or repairs is caused in part or in whole by the act, neglect, fault or omission of any duty by Tenant, its officers, employees, agents, subtenants, licensees, concessionaires, successors, assigns or invitees (collectively, the "Tenant's Parties"), in which case Tenant shall pay to Landlord the reasonable cost of such maintenance and repairs. Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance unless such failure shall persist for thirty (30) days after written notice of the need of such repairs or maintenance is given to Landlord by Tenant, and Landlord has failed or refused to commence such repairs, and then such liability shall be only for the cost of such maintenance and repairs. Notwithstanding the preceding, in the event of an emergency, repairs shall be commenced as soon as reasonably practicable following Landlord's (or, in the event there shall be a management company responsible for the Premises, such management company's) receipt of notice (which may be verbal) of such emergency.

Tenant covenants and agrees to promptly notify Landlord of any accident to or defect in the plumbing, water pipes, fire suppression system (if any), heating, ventilating and air conditioning system, electrical system conduits, wires, ducts, landscaping, sprinklers and other parts of the Property, and of any injury or damage to the Premises, Building or the Property, however caused. There shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Premises, Building or Property or in or to fixtures, appurtenances and equipment therein unless thirty (30) days has elapsed after written notice from Tenant to Landlord of the need for such repairs or maintenance and Landlord has failed or refused to commence such repairs that are the responsibility of Landlord under this Lease. Tenant waives the right to make repairs at Landlord's expense under any Laws. Any claims Tenant shall be entitled to bring under this Section 12.2 shall be in a separate action against Landlord and shall not be the subject of any offset, deduction or holdback against any rents or other charges due or become due Landlord

under this Lease. Notwithstanding the foregoing provisions of this Section 12 or any other provisions of this Lease, Landlord shall not be responsible for: (i) the repair or maintenance of any of Tenant's Work unless the need for such repair or maintenance is caused by the fault of Landlord, its contractors, agents or employees or (ii) any other alterations, additions or improvements done by Tenant or the Tenant's Parties to the Premises or any portion thereof.

12.3 Regarding Emergency Repairs. In the event any emergency repairs that are the responsibility of Landlord are needed, Tenant shall have the right to immediately make such repairs and shall provide Landlord with verbal notice thereof and Tenant shall be responsible for the timely payment of the cost thereof and shall be responsible to Landlord for any damages to the Premises (or the Building or rest of the Property) caused by any contractor making such repairs. Tenant shall be entitled to submit a paid bill for such emergency repairs to Landlord for reimbursement unless payment thereof is the responsibility of. Where reimbursement to Tenant is proper, Landlord, to the extent allowed under this Lease, may treat the reimbursement as a Pass-Through Expense.

12.4 Landlord Repair Liability. Landlord will not be liable for: (a) injury or damage which may be sustained by Tenant, their agents, officers, directors, employees or invitees, or to their goods, wares, merchandise or property, caused by or resulting from the state of repair of the Premises or the Building; (b) injury or damage from fire, steam, electricity, gas, water, flood, or rain which may leak or flow from or into any part of the Premises or the Building; or (c) the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, lighting or other fixtures of the Premises or the Building. Landlord will not be liable for any damages sustained by Tenant by reason of construction, repair or reconstruction, or widening of any private, public or quasi-public utility lines, streets, walkways or thoroughfares; nor will the Rent or other charges under this Lease be abated during any period that ingress, egress or traffic may be curtailed, blocked or hampered by reason of such activities. Tenant agrees to notify Landlord in writing of any conditions or situations pertaining to the Premises, the Building or the Property which may pose potential health or safety problems.

13. ASSIGNMENT AND SUBLETTING.

13.1 Landlord's Consent Required. Tenant will not voluntarily or by operation of law assign, transfer, mortgage, or otherwise transfer or encumber (collectively "assign" or "assignment") this Lease or any interest therein or sublet the Premises or any portion thereof, without the prior written consent of Landlord, which consent will be in Landlord's reasonable discretion. No permitted assignment or subletting will relieve Tenant of Tenant's covenants and agreements hereunder. A change in the control of Tenant will constitute an assignment requiring Landlord's consent. The assignment, on a cumulative basis of 25% or more of the voting control of Tenant will constitute a change in control for this purpose.

If Tenant desires to assign this Lease or sublet the Premises or any part thereof, Tenant will notify Landlord not later than thirty (30) days prior to the proposed effective date of the assignment or sublease. Tenant's notice will include the name and address of the proposed assignee or subtenant, a true and complete copy of the proposed assignment or sublease, sufficient information as Landlord deems necessary to permit Landlord to determine the financial responsibility, experience, and character of the proposed assignee or subtenant, the terms and conditions of any sale of Tenant's business or assignment of the Lease, and the nature of any improvements to the Premises which the proposed assignee or sublessee or Tenant intends to make in connection with the assignment or sublease. Each such notice will also include complete financial statements of the proposed assignee or subtenant, a detailed description of the intended use of the Premises, and complete resume of past business experience. The request will be delivered together with a non-refundable deposit of $1,000 as reasonable consideration for Landlord's considering and processing the request for consent. Tenant agrees to provide Landlord with such other or additional information and/or documentation as may be requested by Landlord. Landlord as a condition of giving its consent to any assignment or subletting, may require that the amount and adjustment schedule of Rent payable under this Lease be adjusted to what is then the market value and/or adjustment schedule for property similar to the Premises, as determined by Landlord.

The consent of Landlord to any one assignment or sublease pursuant hereto will not be deemed to be a waiver of the provisions hereof with respect to any subsequent assignment or sublease. Each permitted assignment or sublease must be made expressly subject to the provisions of this Lease, and the assignee or subtenant under such assignment or sublease must expressly assume all of the obligations of Tenant hereunder in a written instrument satisfactory to Landlord at the time of such assignment or sublease. No assignment or sublease will impose any obligations on Landlord or otherwise affect any of the rights of Landlord under this Lease nor will it affect or reduce any of the obligations of Tenant hereunder, and all such obligations will continue in full effect as obligations of a principal and not as obligations of a guarantor or surety to the same extent as though no assignment or subletting had been made. Tenant will, concurrently with the execution and delivery of any such permitted assignment or sublease, deliver a duplicate original thereof to Landlord. Any assignment or sublease made in violation hereof is void. Tenant will pay all of Landlord's costs, charges, and expenses, including without limitation, reasonable attorney's fees incurred in connection with any assignment or sublease requested by Tenant. Landlord may accept any Rent or performance of Tenant's obligations from any person other than Tenant without being deemed to have approved or accepted any assignment or sublease. In the event of any default or breach, Landlord may exert any rights or remedies against any Tenant, guarantor, assignee, or sublessee without first exhausting Landlord's remedies against any other person or entity responsible therefore, or any Security Deposit held by Landlord.

Tenant expressly acknowledge and understand that in the event of any assignment or sublease as provided for above, Landlord may require a personal guaranty of such assignee's or lessee's obligations under this Lease from a guarantor acceptable to Landlord in

Landlord's sole and absolute discretion.

13.2 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions will apply to any subletting by Tenant of all or any part of the Premises and will be deemed included in all subleases under this Lease whether or not expressly incorporated therein and whether or not the sublease has been approved as required herein by Landlord. Tenant hereby assign and transfer to Landlord all of Tenant's interest in all rents and income arising from any sublease of all or a portion of the Premises heretofore or hereafter made by Tenant, and Landlord may collect such rents and income and apply same toward Tenant's obligations under this Lease. Landlord will not by reason of the foregoing, nor by reason of the collection of any rents from a subtenant be deemed liable to the subtenant for any failure of the Tenant to perform and comply with any of the Tenant's obligations to such subtenant under any sublease. Tenant hereby irrevocably authorize and direct any subtenant upon receipt of a written notice from Landlord stating that a breach exists in the performance of the Tenant's obligations under this Lease, to pay the Landlord the rents and other charges due or to become due under any sublease. Landlord at its option and without any obligation to do so, may require any subtenant to attorn to Landlord in the event of a breach by Tenant in the performance of Tenant's obligations under this Lease, in which case, Landlord will undertake the obligations of the sublandlord under such sublease from the time of the exercise of said option to the expiration of such sublease; provided however, Landlord will not be liable for any prepaid rents or security deposits paid by such subtenant to such sublandlord or any other prior defaults or breaches of such sublandlord under such sublease. Any matter or thing requiring the consent of the sublandlord under a sublease will also require the consent of Landlord herein. No sublease approved by Landlord will further assign or sublet all or any part of the Premises without Landlord's prior written consent, which will be in the Landlord's sole and absolute discretion.

13.3 Landlord's Right to Transfer or Assign. In the event that Landlord transfers its interest in the Premises, the Building or the Property to any third party, and the transferee agrees to assume all of Landlord's rights and responsibilities hereunder, Landlord will thereafter be deemed to be fully and forever relieved of all further obligations hereunder and such transferee will thereafter be deemed to be Landlord hereunder.

15. ESTOPPEL CERTIFICATES. Within fifteen (15) days after request therefor by Landlord, Tenant agrees to deliver a certificate in the form presented by Landlord to any proposed mortgagee or purchaser of the Premises, or to Landlord certifying (if such be the case or if not the case, specifying with particularity any exception) to matters requested by Landlord including without limitation the following: (a) that Tenant is in full and complete possession of the Premises, such possession having been delivered by Landlord and accepted by Tenant; (b) that any improvements required to be furnished by Landlord by the terms of this Lease have been completed in all respects to the satisfaction of the Tenant; (c) that this Lease is in full force and effect and has not been amended, modified, supplemented, or superseded; (d) that there is no existing default on the part of Landlord in the performance of

any covenant, agreement, or condition contained in this Lease to be performed by Landlord; (e) that the Tenant does not have any actual or pending claim against the Landlord; (f) setting forth any Rent or other charges that have been prepaid by Tenant, if any; and (g) that the addressee of such certificate may rely on the representations therein made; and certifying as to the dates of commencement and termination of the Term, the date on which Rent commenced to accrue under this Lease, and the date through which Rent and other charges hereunder have been paid.

16. SUBORDINATION; ATTORNMENT; NON-DISTURBANCE

16.1 Subordination. This Lease will be subject and subordinate to any ground lease, mortgage, deed of trust or other hypothecation or security instrument (collectively "Security Instrument") now or hereafter placed by Landlord upon the real property of which the Premises are a part, to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees that the lender holding any such Security Instrument will have no duty, liability or obligation to perform any of the obligations of Landlord under this Lease, but that in the event of Landlord's default with respect to any such obligation, Tenant will give any lender whose name and address have been furnished to Tenant for such purpose, notice of Landlord's default. If any lender will elect to have this Lease superior to the lien of its Security Instrument and will give written notice thereof to Tenant, this Lease will be deemed prior to such Security Instrument notwithstanding the relative dates of the documentation or recording thereof.

16.2 Attornment. Subject to the non-disturbance provision below, Tenant agrees to attorn to a lender or any other party who acquires ownership of the Premises by reason of a foreclosure of Security Instrument, and that in the event of such foreclosure, such new owner will not: (1) be liable for any act or omission of any prior lessor or with respect with events occurring prior to acquisition of ownership; (2) be subject to any offsets or defenses which Tenant might have against any prior lessor; or (3) be bound by prepayment of more than one month's Rent.

16.3 Non-Disturbance. With respect to any Security Instrument entered into by Landlord after the execution of this Lease, Tenant's subordination of this Lease shall be subject to receiving assurance in the form of a non-disturbance agreement, from Lender that Tenant's possession and this Lease, including nay options to extend the Term, will not be disturbed so long as Tenant is not in breach and attorns to the record owner of the Premises.

16.4 Self-Executing. The agreements contained in this Section will be effective without the execution of any further documents; provided however, that upon written request from Landlord or a lender in connection with a sale, financing or refinancing of the Premises, and Landlord will execute such further writings as may be reasonably required to separately document any such subordination or non-subordination, attornment and/ or non-disturbance agreement as provided for herein.

17.
re
18. ENVIRONMENTAL MATTERS.

18.1 Hazardous Materials. "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, including but not limited to the Authority, the State of Colorado, or the United States Government. The term "Hazardous Materials" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under appropriate state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Act (33 U.S.C. Section 1321); (v) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6903); (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Compensation and Liability Act (42 U.S.C. Section 9601); or (vii) defined as a "regulated substance" pursuant to Subchapter IX Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. Section 6991).

18.2 Tenant's Obligations. During the Term, Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises, without the prior written consent of Landlord, and Tenant will promptly remove any Hazardous Material brought upon the Premises during the Term. In addition, Tenant shall not:

(a) Cause or permit any releases or discharges of any Hazardous Material on or from the Premises; or

(b) Cause or permit any manufacturing, holding, handling, retaining, storing, transporting, spilling, leaking, or dumping of any Hazardous Material in or on any portion of the Premises; or,

(c) Otherwise place, keep, store or maintain, or allowed to be placed, kept, stored or maintained, any Hazardous Material on any portion of the Premises. Throughout the Term, Tenant shall comply, and the Premises shall comply, with all laws, ordinances, rules, and regulations of all authorities having jurisdiction over the Premises, or the use of the Premises and pertaining to any Hazardous Material, except as may have existed on the date of this Lease.

18.3. Tenant's Removal of Hazardous Material. If Hazardous Material is discovered on the Premises which occurred after the commencement of the Term, or if Tenant violate any other prohibition regarding Hazardous Materials as set forth above, Tenant shall remove all such Hazardous Material with due diligence and in compliance with all governmental requirements, and keep the entire Premises free of any lien imposed pursuant to any laws, regulations, or orders of any governmental or regulatory authority having to do with the

removal of Hazardous Material.

18.4 Indemnity for Hazardous Material. Tenant shall be responsible for, and hereby agrees to indemnify and hold Landlord (including the respective successors, assigns, employees, agents, members, officers and directors of Landlord) harmless from, any and all actions, loss, liability, damage, cost or expense including, without limitation, reasonable attorneys' fees resulting from any failure or alleged failure of Tenant to comply with the provisions of this Section; provided, however, that (i) this indemnity shall be limited to occurrences which took place or which arise out of events which took place during the Term; and (ii) this indemnity shall not extend to any Hazardous Materials present on the Premises as a result of the act or omission of Landlord. Such loss, liability, damage, cost or expense hereby indemnified against will include, without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Premises, and the preparation and implementation of any closure, remedial or other required plans; (c) damage to any natural resources; and, (d) all reasonable costs and expenses incurred by the Landlord in connection with clauses (a), (b) and (c), including but not limited to reasonable attorneys' fees and consultants' fees. The indemnification and hold harmless agreement in this Section shall survive the expiration or termination of this Lease for the benefit of Landlord, and Landlord's successors and assigns.

18.5 Costs and Expenses. Tenant shall pay all costs and expenses actually incurred by Landlord for which Tenant are responsible, or for which Tenant have indemnified Landlord, within 15 days after demand by Landlord. Upon Tenant's failure to make such payment within that 15-day period, the full amount due will accrue interest at the Maximum Rate from the 16th day after demand; and, at the Landlord's election, such failure will constitute a default under this Lease.

18.6 Landlord's Participation in Legal or Administrative Proceedings. Landlord shall have the right, but not the obligation, to join and participate in (as a party if it so elects), any legal or administrative proceedings or actions initiated in connection with any allegation that Tenant or the Premises violate, or have violated, any provision of this Section, and to have Landlord's reasonable attorneys' and consultants' fees in connection therewith paid by Tenant upon demand.

19. QUIET ENJOYMENT. So long as Tenant are not in default hereunder, Landlord covenants that Tenant shall peaceably and quietly occupy and enjoy the Premises subject to the terms hereof. Landlord warrants and agrees to defend the title to the Premises, and further warrants that it has full authority to execute this Lease.

20. EMINENT DOMAIN.

20.1 All of Premises Taken. If the whole of the Premises will be taken or condemned for any public or quasi-public use or purpose by any competent authority by the exercise of the right of eminent domain or by agreement or conveyance in lieu thereof (each of the

foregoing being hereinafter referred to as "Condemnation"), this Lease will terminate as of the date possession will be taken by such authority, and Tenant will pay Rent and perform all of its other obligations under this Lease up to such date with a proportionate refund by Landlord of any Rent which will have been paid in advance for periods subsequent to such date.

20.2 Less than All of Premises Taken. If less than all of the Premises is taken by Condemnation, and if the remainder of the Premises cannot be used for Tenant's continued use or occupancy for Tenant's business in the reasonable judgment of Landlord or if the portion of the Premises not taken cannot be feasibly restored to a leasable unit in the reasonable judgment of Landlord, then in either such event Landlord or Tenant will each have the right to terminate this Lease upon notice to the other party within thirty (30) days after possession is taken by such Condemnation. If this Lease is so terminated, it will terminate as of the date possession will be so taken, and Tenant will pay Rent and perform all of its other obligations under this Lease up to such date with a proportionate refund by Landlord of any Rent which will have been paid in advance for periods subsequent to such date. If this Lease is not so terminated, it will terminate only with respect to the parts of the Premises so taken as of the date possession will be taken by such authority, and thereafter the Rent and Late Payment Penalty will be reduced in direct proportion to the amount of square footage of the Premises taken.

20.3 Ownership of Award. As between Landlord and Tenant, all compensation, awards, and damages for any Condemnation of all of any part of the Premises, including without limitation, all awards and damages as compensation for diminution in value of the leasehold, reversion and fee of the Premises, and any Tenant improvements (but not including Tenant's furniture or equipment), will belong to Landlord without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assign to Landlord all its right, title, and interest to any such award. Although all damages in the event of any Condemnation are belong to Landlord, whether such damages are awarded as compensation for diminution in value of the leasehold, reversion or fee of the Premises, or the Tenant's improvements (but not including Tenant's furniture or equipment), Tenant will have the right to claim and recover from condemning authority, but not to claim and recover from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the Condemnation and for or on account of any cost or loss which Tenant might incur in removing Tenant's merchandise, furniture and fixtures, provided that the effect of such award is not to reduce the award otherwise payable to Landlord.

21. SURRENDER; HOLDOVER.

21.1 Surrender. Upon the expiration or earlier termination of this Lease, Tenant will peaceably leave and surrender the Premises to Landlord broom-dean and otherwise in the condition in which the Premises are required to be maintained by this Lease. Tenant will surrender all keys for the Premises to Landlord at the place then fixed for the payment of

Rent and will inform Landlord of all combinations on locks, safes, and vaults, if any, in the Premises. Tenant will at their expense, remove from the Premises on or prior to such expiration or earlier termination all furnishings, fixtures, and equipment situated thereon (including all exterior and interior signs) which are not the property of Landlord, and Tenant will at their expense, on or prior to such expiration or earlier termination, repair any damage caused by such removal. Any property not so removed may become the property of Landlord, and Landlord may thereafter cause such property to be removed from the Premises and disposed of, but the cost of any such removal and disposition and the cost of repairing any damage causes by such removal will be borne by Tenant.

21.2 Holdover. Should Tenant or any party claiming under Tenant hold over in possession at the expiration of Term by lapse of time or otherwise, such holding over will not be deemed to extend the Term or renew this Lease, and such holding over will be an unlawful detainer and such parties will be subject to immediate eviction and removal. Tenant will pay upon demand to Landlord during any period while Tenant will hold the Premises after expiration of the Term, as liquidated damages, a sum equal to double the monthly rate of Rent in effect for the last month of the Term plus double the amount of Tenant's Fractional Share of monthly Operating Expenses, and Tenant will also pay all damages, consequential as well as direct, sustained by Landlord by reason of such holding over.

22. LIMITATIONS ON LANDLORD'S LIABILITY.

22.1 No Representations by Landlord; Entire Agreement. Landlord and Landlord's agents have made no representations, warranties, agreements or promises with respect to the Premises or the Building except such as are expressed in this Lease. All understandings and agreements, if any, previously made between the Landlord and Tenant are superseded by this Lease, and neither party is relying upon any warranty, statement or representation not contained in this Lease. Without in any way limiting the generality of the foregoing, Landlord and Landlord's agents have made no representations, warranties, agreements or promises with respect to the exact size of the Premises, any other tenants or types of tenants in the Building or in other space leased or offered for lease by Landlord, or the terms of any other tenant's lease. The entire contract of the parties is contained in this Lease (including the exhibits to it), and there are no promises, agreements, representations, warranties, conditions or understandings, either oral or written, between them, other than as are set forth in this Lease.

22.2 Liability of Landlord. Landlord shall not have any personal liability with respect to any provision of this Lease or any obligation or liability arising from this Lease or in connection with this Lease in the event of a breach or default by Landlord of any of its obligations. Tenant shall look solely to the equity of Landlord in the Premises at the time of the breach or default (or if the interest of Landlord is a leasehold interest at that time, Tenant shall look solely to such leasehold interest) for the satisfaction of any remedies of Tenant. Such exculpation of liability shall be absolute and without exception.

22.3 Definition of and Actions by Landlord. The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises. In the event that the interest of Landlord as named in this Lease in the Premises is transferred, whether by sale, lease or sublease, foreclosure, or otherwise, the named Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord under this Lease. Without requirement for any further agreement between the parties or their successors in interest, or between parties and any such transferee, such transferee shall be deemed to have assumed and agreed to carry out the covenants and obligations of the landlord under this Lease.

22.4 No Partnership. Despite anything in this Lease to the contrary, Landlord is not and shall not in any way or for any purpose become principal or partner of Tenant in the conduct of its business, or otherwise, or a joint venturer or member of a joint enterprise with Tenant under this Lease.

23. NOTICE.

23.1 Notice to Tenant. Any bill, statement, notice, demand or communication which Landlord may desire or be required to give to Tenant shall be in writing and shall be deemed sufficiently given if hand-delivered or sent by overnight courier or by certified or registered United States mail, postage prepaid, addressed to Tenant at the address of Tenant stated in the Lease Summary, and to County Manager at the following address:

Gunnison County Manager
200 E. Virginia Ave.
Gunnison, CO 81230

23.2 Notice to Landlord. Any notice, demand or communication by Tenant to Landlord shall be in writing and must be hand-delivered or sent overnight courier or by certified or registered United States mail, postage prepaid, addressed to Landlord at the address specified in the Lease Summary, and to Landlord's attorney at the following address:

Aaron Huckstep
Huckstep Law, LLC
PO Box 2958
426 Belleview Ave Suite #303
Crested Butte, CO 81224

24. RIGHT OF ENTRY. Tenant agrees that Landlord, and Landlord's agents, employees or servants, or any person authorized by Landlord may enter the Premises for the purpose of: (a) inspecting the condition of the same; (b) making any repairs required of Landlord; and (c) exhibiting the Premises to prospective purchasers, mortgagees and tenants. Any such entry will be made during Tenant's normal business hours upon reasonable notice to Tenant

except in the case of emergency. In addition, any work required to be done by Landlord will be done so as not to unreasonably interfere with the conduct of Tenant's business in the Premises. Such entry will not constitute eviction of Tenant in whole or in part, and the Rent will in no way abate while such work is being done, notwithstanding loss or interruption of business of the Tenant, or otherwise. If Tenant or Tenant's agents or employees are not present to permit entry into the Premises at any time when for any reason entry therein will be necessary in the reasonable judgment of Landlord to prevent injury or damage, Landlord or Landlord's agents or employees may enter the Premises by master key or by forcible entry without liability therefor, and without in any manner affecting the obligations, covenants, terms, or conditions of this Lease. Nothing herein will be deemed or construed to impose upon Landlord any obligation or liability whatsoever for care, supervision, repair, improvement, addition, change, or alteration of the Premises other than as expressly provided herein.

Upon the commencement of Tenant's occupancy of the Premises, Tenant will provide Landlord with a complete set of keys to each entrance and exit from the Premises. In addition, if Tenant at any time adds or changes any lock to any entrance or exit, Tenant will provide Landlord with a complete set of keys to such added or changed lock. If Tenant use any other locking system, Tenant will provide Landlord with any combination, information, or other device necessary for Landlord to gain entrance to the Premises.

25. SERVICES AND UTILITIES. Tenant shall make all arrangements for and pay for cable, DSL, telephone service and all other utilities used by Tenant or consumed at the Premises during the Term. All utilities serving the Premises that are capable of being metered are separately metered (including sewer and electric), with the exception of gas and electricity which are not separately metered. Landlord shall not be liable for, and Tenant shall not be entitled to, any reduction of rental by reason of the failure of any utilities required to be, without limitation, if the failure is caused by accident, breakage, repairs, strikes, lockouts, or other labor disturbances or labor disputes of any character, or by any other cause, similar or dissimilar, unless resulting from Landlord or Landlord Parties gross negligence or intentional acts. If any utility usage of Tenant is not separately metered or billed, Tenant agrees to pay to Landlord its equitable share of the charges for each utility as reasonably determined by Landlord based upon a measurement or estimate of the actual usage thereof by Tenant and any other tenant.

26. PERSONAL PROPERTY TAXES. Tenant is a governmental entity, and shall be liable for and shall pay before delinquency, taxes, if any, levied against any personal property or trade fixtures placed by Tenant in or about the Premises. If any such taxes on Tenant's personal property or trade fixtures are levied against Landlord or Landlord's property, or if the assessed value of Landlord's Premises is increased by the inclusion therein of a value placed upon such personal property or trade fixtures of Tenant, Landlord may (regardless of the validity thereof) after written notice to Tenant pay the taxes based upon such increased assessment. If requested by Tenant, said taxes shall be paid under protest. Tenant shall, upon demand, repay to Landlord the taxes so levied against Landlord, or the

proportion of such taxes resulting from such increase in the assessment; however, Tenant shall have the right in the name of Landlord to bring suit in any court of competent jurisdiction to recover the amount of any such taxes so paid under protest, and any amount so recovered shall belong to Tenant. Tenant shall indemnify Landlord against and hold Landlord harmless from any cost, expense or liability arising as a result of such suit.

27. DAMAGE TO PROPERTY.

27.1 Landlord's Duty to Repair. In the event the entire Property or any portion thereof (including without limitation the Premises) shall be damaged or destroyed by fire, earthquake, or other casualty, act of God, or the elements, Landlord shall forthwith repair the same, if the cost of same is covered substantially (i.e., not less than 90%) by Landlord's insurance and Landlord has received payment from its insurer, and such destruction or damage shall not terminate this Lease. Notwithstanding anything to the contrary contained in this Section 27.1, (i) Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Section 27.1 occurs during the last twelve (12) months of the Term (or the last twelve (12) months of any Extension Term), (ii) Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railings, floor covering, partitions, or any other property installed in the Premises by Tenant or any prior renter (and Tenant shall repair, restore and replace same at Tenant's sole cost and expense), and (iii) subject to Section 27.2 below regarding rent reduction, Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, Tenant's personal property or any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration. Landlord shall notify Tenant within ninety (90) days after the casualty whether or not it has elected to restore the Property, including the Premises. If Landlord is required, or otherwise undertakes, to repair, reconstruct or restore the Premises and is unable for any reason to complete said repair, reconstruction or repair within one hundred eighty (180) days of the date of casualty, the Tenant shall have the right, on thirty (30) days' notice to Landlord to terminate the Lease.

27.2 Rent Reduction. If such damage or destruction is to the Premises and the Premises shall be rendered inaccessible thereby or Tenant cannot conduct their business in the Premises for a period exceeding ninety (90) days, Tenant shall have the option of terminating the Lease. If the Premises are inaccessible or not fit to conduct business for a period of less than ninety (90) days, the Lease shall not terminate, but Tenant shall be entitled (i) to an equitable proportionate reduction in rent while repairs are being made to the Premises (such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Tenant in the Premises), or (ii) to an abatement of rent for each day the Premises are inaccessible, as the case may be. There shall be an additional reduction or abatement of rent for ninety (90) days commencing when Landlord has completed its repairs, for Tenant to repair, replace or restore, as necessary, its fixtures, equipment and other improvements to the Premises resulting from such damage and

destruction. Notwithstanding the foregoing provisions of this Section 27.2, if the damage is due to the fault or neglect of Tenant, their officers, employees, agents, contractors or invitees, there shall be no abatement of rent. Nothing contained in this paragraph shall be construed as relieving Tenant of liability (which liability Tenant assume) for repair of damage to the Premises, the rest of the Property and the appurtenances thereto, caused by any act or omission on the part of Tenant, their officers, employees, agents, contractors or invitees.

27.3 Landlord's Election. In the event the Premises or the rest of the Property are damaged as a result of any cause other than the perils covered by Landlord's fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction is less than twenty five percent (25%) of the then full replacement cost of the Premises or the rest of the Property respectively. In the event the destruction of the Premises or the rest of the Property is to an extent greater than twenty five percent (25%) of the full replacement cost, then Landlord shall have the option (i) to repair or restore the damaged portion of the Premises and rest of the Property, this Lease continuing in full force and effect, but the rent payable hereunder proportionately abated as provided for in Section 27.2 hereof, or (ii) to give notice to Tenant at any time within sixty (60) days after such damage of Landlord's election to terminate this Lease as of the date specified in such notice, which date shall be no less than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the rent payable hereunder, reduced by a proportionate amount, based upon the extent, if any, to which such damage materially interfered with the business carried on by Tenant in the Premises, shall be paid up to the date of such termination.

28. MOLD. When moisture is present mold can grow. Landlord does not guarantee or warrant that the Premises are or ever will be a "mold free environment." The best way to avoid problems related to mold is to prevent moisture buildup in the Premises. Tenant acknowledge and agree to undertake reasonable steps to eliminate moisture within the premises which may lead to growth of mold. Such steps include, but are not limited to, keeping the premises clean, using exhaust fans when bathing/showering, wiping down any moisture and/or spillage, and regularly inspecting for leaks or water accumulation on the Premises. Tenant further agrees to notify Landlord immediately, in writing, of any sign of water leak, excessive or persistent moisture or any condensation sources in the Premises or any stains, discolorations, or other indications of mold growth, including a musty odor in the Premises. Tenant acknowledges and agrees that Landlord will not be responsible for damages or losses due to mold growth to the extent such conditions have resulted from the acts or omissions of the Tenant or if Tenant have failed to immediately notify Landlord of any such conditions described above.

29. TIME OF ESSENCE. Time is hereby made of the essence of each of the promises, covenants, agreements and conditions herein contained on the part of Tenant and Landlord to be kept, observed and performed.

30. MODIFICATION. This Lease contains all of the Terms and conditions agreed upon by the parties hereto with reference to the subject matter hereof. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the parties hereto. No officer or employee of any party has any authority to make any representation or promise not contained in this Lease, and each of the parties hereto agrees that it has not executed this Lease in reliance upon any such representation or promise. This Lease cannot be modified or changed except by written instrument signed by all of the parties hereto except as herein otherwise expressly provided.

31. WAIVER. The waiver of Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach of the same or any other term, covenant or condition herein contained. Subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of the acceptance of such rent.

32. INTERPRETATIONS. This Lease is to be deemed to have been prepared jointly by the parties hereto, and any uncertainty or ambiguity existing herein shall not be interpreted against either party, but according to the application of rules of interpretation of contracts, if such an uncertainty or ambiguity exists.

33. SUCCESSORS AND ASSIGNS. The covenants and conditions herein contained, subject to the provisions as to assignment and subletting, apply to and bind the successors and permitted assigns of the parties hereto.

34. RECORDATION. Tenant shall not record this Lease or a short form memorandum hereof without the prior written consent of Landlord.

35. NO OFFER. The submission of this Lease by Landlord to Tenant shall not constitute an offer on the part of Landlord to lease the Premises to Tenant or prevent Landlord from showing or negotiating with other interested parties and nothing herein shall be binding on the parties unless and until signed by Landlord and Tenant.

36. NO BROKERS. Each of Landlord and Tenant represent and warrant that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liability arising from any such claim arising by or through such party, including, without limitation, the cost of attorneys' fees in connection therewith.

37. NO WAIVER. No assent expressed or implied by Landlord to any breach of any one or more of the covenants or agreements hereof by Tenant shall be deemed or construed to be a waiver of any succeeding or other breach. Acceptance of Rent with knowledge of any

Tenant breach shall not operate to waive of excuse such breach for any purpose whatsoever if Landlord accepts such Rent under an express reservation of its rights. Tenant agrees that any previous course of conduct by Landlord to the contrary notwithstanding at any time during the Lease Term, Landlord shall have the right at any and all times to enforce the covenants and provisions of this Lease strictly at any time or times to enforce its rights under this Lease strictly in accordance with the terms hereof shall not be construed as having created a custom, consent or course of conduct in any way or manner contrary to the specific terms, provisions and covenants of this Lease or as having in any way or manner modified this Lease.

38. ACCORD AND SATISFACTION. No payment by Tenant or receipt by Landlord of a lesser amount that the Rent herein stipulated will be deemed to be other that on account of the stipulated Rent, nor will any endorsement or statement on any check or any letter or other communication accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

39. REMEDIES CUMULATIVE. All of the remedies hereinbefore given to Landlord and all rights and remedies given to Landlord by law or equity shall be deemed cumulative and concurrent.

40. TENANT'S LIABILITY. If at any time Tenant is comprised of more than one entity or person, each legal person is jointly and severally liable for the keeping, observing and performing of all of the terms, covenants and conditions of this Lease to be performed or observed by Tenant; and the term "Tenant" shall mean and include each of them jointly and severally. Further, the act of or notice from, or notice or refund to, or the signature of, any one or more of them, with respect to this Lease shall be binding upon each and all of the persons executing this Lease as Tenant.

41. COUNTERPARTS. This Lease may be executed in counterparts, which, taken together, shall evidence the agreement of all parties signing below. Facsimile and other electronically transmitted signatures shall be deemed original signatures.

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

IN WITNESS WHEREOF, the undersigned have executed this Lease as of the day and year first above written.

LANDLORD:
Four Squared, LLC,
a Colorado limited liability company

TENANT:
Gunnison County / Kari Commerford

Dan Loftus, Member

Kari Commerford

Brian Schneider, Member

LEASE GUARANTY

In consideration of the LANDLORD's lease to TENANT of the Property, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby agrees as follows:

Guarantor hereby guarantees the payment and performance of, and agree to pay and perform as primary obligors all liabilities, obligations and duties imposed upon TENANT under the terms of the Lease Agreement between Gunnison County as TENANT, and Four Squared, LLC, as LANDLORD, of even date herewith, as if the undersigned had executed same themselves.

GUARANTOR:

Name: _____

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Interg

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County - DCJ

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

Summary:

Diversion grant

Fiscal Impact:

Submitted by: Kari Commerford **Submitter's Email Address:** kcommerford@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 6/18/2021

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 6/18/2021 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/30/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 7/6/2021

Revised April 2015

DocuSign Envelope ID: 063AA180-14BD-4012-8C77-D4FA9C2BCF47

GRANT AWARD LETTER
(Intergovernmental Grant Agreement)

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Public Safety, Division of Criminal Justice	**DCJ Grant Number** 2022-DV-22-30005-07
Grantee Gunnison County	**Grantee DUNS** 133115220
Grant Issuance Date (Start Date) The later of July 1, 2021 or the date the State Controller or an authorized delegate signs this Grant Letter	**Grant Amount** State Fiscal Year 2021-22: $35,000.00
Grant Expiration Date (End Date) June 30, 2022	**Total for all State Fiscal Years: $35,000.00**
Grant Authority The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507. Authority to enter into this Grant exists in the Juvenile Diversion Program, as defined in the Colorado Revised Statute 19-2.5-402 (formerly 19-2-303).	**Local Match Amount** State Fiscal Year 2021-22: $0.00 **Total for all State Fiscal Years: $0.00**

Grant Description
Juvenile Diversion funding for Gunnison County.

Grant Purpose
Per Colorado Statute, the goal of diversion is to prevent further involvement of juveniles in the formal justice system (19-2.5-102 (17) C.R.S.). Juvenile diversion programs should be individually designed alternatives to the formal court system for youth between the ages of 10-17 who have been taken into custody for misdemeanor or felony offenses. Diversion programs should concentrate on holding the youth accountable for their behavior while involving them in programs and activities to prevent future criminal and delinquent behavior. This award is a formula grant, and is not competitive.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Grant:

1. Exhibit A1, Sample Option Letter
2. Exhibit A2, Sample Grant Funding Change Letter
3. Exhibit B, Grant Requirements
4. Exhibit C, Special Conditions
5. Exhibit D, Statement of Work
6. Exhibit E, Budget

In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C, Special Conditions
2. The provisions of the other sections of the main body of this Grant
3. Exhibit B, Grant Requirements
4. Exhibit D, Statement of Work
5. Exhibit E, Budget

DocuSign Envelope ID: 063AA180-14BD-4012-8C77-D4FA9C2BCF47

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE Gunnison County	**STATE OF COLORADO** Jared S. Polis, Governor Department of Public Safety Stan Hilkey, Executive Director
_____ By: Matthew Birnie, County Manager Date: _____	_____ By: Division of Criminal Justice ☐ Joe Thome, Director, or X Debbie Oldenettel, Deputy Director Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Lyndsay J. Clelland, Contract and Grant Coordinator, Division of Criminal Justice

Effective Date:_____

DocuSign Envelope ID: 063AA180-14BD-4012-8C77-D4FA9C2BCF47

TABLE OF CONTENTS

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS 1
SIGNATURE PAGE 2
1. GRANT 3
2. TERM 3
3. DEFINITIONS 4
4. STATEMENT OF WORK 6
5. PAYMENTS TO GRANTEE 7
6. REPORTING - NOTIFICATION 7
7. GRANTEE RECORDS 8
8. CONFIDENTIAL INFORMATION-STATE RECORDS 9
9. CONFLICTS OF INTEREST 10
10. INSURANCE 10
11. REMEDIES 10
12. DISPUTE RESOLUTION 10
13. NOTICES AND REPRESENTATIVES 11
14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION 11
15. GOVERNMENTAL IMMUNITY 11
16. GENERAL PROVISIONS 11
EXHIBIT A1, SAMPLE OPTION LETTER 1
EXHIBIT A2, SAMPLE GRANT FUNDING CHANGE LETTER 1
EXHIBIT B, GRANT REQUIREMENTS 1
EXHIBIT C, SPECIAL CONDITIONS 1
EXHIBIT D, STATEMENT OF WORK 1
EXHIBIT E, BUDGET 1

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter in accordance with **§16.E**.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used

DocuSign Envelope ID: 063AA180-14BD-4012-8C77-D4FA9C2BCF47

for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Grantee's Termination

Grantee may request termination of this Grant by sending notice to the State which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Budget**" means the budget for the Work described in **Exhibit E**.

B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

C. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.

D. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

E. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

F. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

G. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

H. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.

DocuSign Envelope ID: 063AA180-14BD-4012-8C77-D4FA9C2BCF47

I. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

J. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

K. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

L. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

M. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

N. "**Matching Funds**" means the funds provided Grantee as a match required to receive the Grant Funds.

O. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

P. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

Q. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S.

R. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

S. "**Services**" means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

T. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available

DocuSign Envelope ID: 063AA180-14BD-4012-8C77-D4FA9C2BCF47

without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

U. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

V. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

W. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

X. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **procurement** relationship. The subcontractor provides goods or services for the benefit of the purchaser.

Y. **"Subgrantee"** means third-parties, if any, engaged by Grantee or Subgrantee to aid in performance of the Work. This establishes a **grant** relationship. The beneficiary, not the purchaser, receives benefit from the work. There may be multiple tiers of subgrantees/subrecipients that do not include procurement transactions.

Z. "**Tax Information**" means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.

AA. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

BB. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit D** and **Exhibit E**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

DocuSign Envelope ID: 063AA180-14BD-4012-8C77-D4FA9C2BCF47

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to and receives written approval from the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the State share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

Grantee shall close out this Grant within **45** days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold funds until all final documentation has been submitted and accepted by the State as substantially complete.

F. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in **Exhibit E** (the "Local Match Amount"). Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to any other Exhibit Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Grant Award Letter. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be

DocuSign Envelope ID: 063AA180-14BD-4012-8C77-D4FA9C2BCF47

submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

C. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following date of submission to the State of the final expenditure report. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State. If any litigation, claim, or audit related to this Grant Award Letter starts before expiration of the Record Retention Period, the Record Retention Period shall extend for a period of three years following the resolution and final action of all litigation, claims, or audit findings The State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor Subgrantee.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et. seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

DocuSign Envelope ID: 063AA180-14BD-4012-8C77-D4FA9C2BCF47

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subgrantees and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subgrantees or Subcontractors will or may receive the following types of data, Grantee or its Subgrantees and Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

DocuSign Envelope ID: 063AA180-14BD-4012-8C77-D4FA9C2BCF47

Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subgrantees and Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subgrantees and Subcontractors maintain all insurance customary for the completion of the Work done by that Subgrantees and Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing

DocuSign Envelope ID: 063AA180-14BD-4012-8C77-D4FA9C2BCF47

to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

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

16. GENERAL PROVISIONS

A. Assignment

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

B. Subgrants and Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Grant Award Letter without the prior, written approval of the State. All subgrants and subcontracts entered into by Grantee in connection with this Grant Award Letter shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Grant Award Letter. If the entity with whom Grantee enters into a subgrant the subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that Subgrantee.

C. Captions and References

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

DocuSign Envelope ID: 063AA180-14BD-4012-8C77-D4FA9C2BCF47

D. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

E. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

i. For each fiscal year of the Grant, the State shall issue an **updated Exhibit D, Statement of Work** and **Exhibit E**, **Budget** by Option Letter substantially equivalent to **Exhibit A1, Sample Option Letter** each fiscal year (July 1 through June 30). Work shall not begin on a new fiscal year until such an Option Letter is effective. The provisions of the Option Letter shall become part of and be incorporated into this Grant.

ii. The State may, at the State's discretion, issue an updated **Exhibit D, Statement of Work** and **Exhibit E, Budget** by Option Letter substantially equivalent **to Exhibit A1, Sample Option Letter** to reflect changes during the fiscal year. The provisions of the Option Letter shall become part of and be incorporated into this Grant.

iii. Grantee may terminate the grant as described in §2.C. Grantee Termination if the Grantee cannot adhere to the **approved Exhibit D, Statement of Work** and **Exhibit E, Budget** as updated from time to time.

iv. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to **Exhibit A1, Sample Option Letter or Exhibit A2, Sample Grant Funding Change Letter** to modify the grant agreement. If exercised, the provisions of the Option Letter or Grant Funding Change Letter shall become part of and be incorporated into the grant agreement.

v. The State may increase or decrease the quantity of goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.

The State may add or delete the goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** as long as the change does not change the overall scope of the approve grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.

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

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply

DocuSign Envelope ID: 063AA180-14BD-4012-8C77-D4FA9C2BCF47

with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

G. Digital Signatures

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

H. Severability

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

I. Survival of Certain Grant Award Letter Terms

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

J. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

K. Waiver

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

DocuSign Envelope ID: 063AA180-14BD-4012-8C77-D4FA9C2BCF47

EXHIBIT A1, SAMPLE OPTION LETTER

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

1. **OPTIONS:**
   - A. Option to extend for an Extension Term
   - B. Option to change the quantity of Goods under the Agreement
   - C. Option to change the quantity of Services under the Agreement
   - D. Option to modify Agreement rates
   - E. Option to initiate next phase of the Agreement
2. **REQUIRED PROVISIONS:**
   - A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
   - B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
   - C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
   - D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
   - E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.
3. **OPTION EFFECTIVE DATE:**
   - F. The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE _____ By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval Option Effective Date:_____

DocuSign Envelope ID: 063AA180-14BD-4012-8C77-D4FA9C2BCF47

EXHIBIT A2, SAMPLE GRANT FUNDING CHANGE LETTER

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

1. GRANT FUNDING CHANGE

In accordance with **§Insert Section Number** of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

A. The funding available for State Fiscal Year 20xx is Increased/Decreased by $Amount of Change, because Insert Reason For Change.

B. The total funding avail for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

2. TERMINOLOGY

All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

3. NO ORDER FOR WORK

This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

4. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:

The effective date of this Grant Funding Change Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO
Jared S. Polis, Governor
INSERT-Name of Agency or IHE
INSERT-Name & Title of Head of Agency or IHE

_____
By: Name & Title of Person Signing for Agency or IHE

Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval

Grant Funding Change Letter Effective Date:_____

DocuSign Envelope ID: 063AA180-14BD-4012-8C77-D4FA9C2BCF47

EXHIBIT B, GRANT REQUIREMENTS

The following terms as used herein shall be construed and interpreted as follows:

1. AUDIT REQUIREMENTS

A. Due Date:

i. Project Start:

The Grantee must submit the most recent audit or financial review, including the corresponding management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

ii. Project End:

The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier.

B. Report/Audit Type:

i. If your entity expended $750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)

ii. If your entity expends less than $750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:

a) Grantees that have revenue greater than $300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit

b) Grantees that have revenue less than $300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

C. Report/Audit Costs:

The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

i. does not meet the applicable federal audit or DCJ standards;

ii. is not submitted in a timely manner; or,

iii. does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

DocuSign Envelope ID: 063AA180-14BD-4012-8C77-D4FA9C2BCF47

D. Failure to Comply:

The grantee understands and agrees that DCJ may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

2. ADDITIONAL REPORTING REQUIREMENTS

In addition to quarterly report requirements these grant funds may have additional report requirements.

3. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.

B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.

C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at the Division of Criminal Justice Grants website. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

4. PROCUREMENT AND CONTRACTS

A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.

B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

5. AWARD CHANGE REQUESTS

Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in the body of the Contract.

DocuSign Envelope ID: 063AA180-14BD-4012-8C77-D4FA9C2BCF47

EXHIBIT C, SPECIAL CONDITIONS

The following program specific requirements are imposed by the State concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients. The following Special Conditions documents, if checked, are incorporated herein. These documents are located on the DCJ Grants website and may also be obtained from DCJ upon request.

☒ 2021 State Juvenile Diversion Grant Program Special Conditions

DocuSign Envelope ID: 063AA180-14BD-4012-8C77-D4FA9C2BCF47

EXHIBIT D, STATEMENT OF WORK

The Gunnison County Juvenile Diversion program embraces The Eight Principles for Effective Interventions to include assessing for risk/needs; enhancing intrinsic motivation; targeting intervention; skill training; increasing positive reinforcement; engaging with community support; measuring processes and providing feedback of these measures. For over 30 years Juvenile Diversion has been the only early intervention program for first time offenders of its kind in the County. During these years Gunnison County Juvenile Services has expanded to now include a continuum of prevention through intervention services embracing a mission of helping youth and families to be successful in all areas of their lives while promoting community safety and accountability.

The Gunnison County Juvenile Diversion program works to divert first-time, non-violent juvenile offenders from the traditional court system into a skills based program that emphasizes positive youth development. We believe that future re-offense can be prevented if juvenile offenders take accountability and responsibility for their actions and learn new ways of thinking. This philosophy is based upon the belief that a youth can learn from mistakes and with support can change habits and learn new life skills. The approach of the Gunnison County Juvenile Diversion program has been and always will be to look at the total child, not just the offense. The supervision approach is somewhat different with each client as each youth is looked at individually and appropriate services are established depending on age, cognitive abilities, parental support etc. Focus is on fostering youth's skills and competency in areas such as family relationships, school issues, decision making, future goals i.e. college and/employment, use of pro-social free-time activities and connection to community. Referrals can be made to the school attendance advocate to meet with the client to discuss a targeted school intervention plan. Mentoring is often accessed to work on skills such as communication with parents, academic improvement, independent living such as learning to budget and future orientation plans such as jobs and/or college. Treatment approaches may include referrals to outside agencies for services such as mentoring, mental health counseling, substance use education and treatment. Under the umbrella of Juvenile Services referrals will also be considered for the HB1451 Collaborative Management Program (CMP) Family Advocacy and Support Team (FAST) to assess for appropriate multi-system services and coordination of efforts including the evidence-based model High Fidelity Wraparound.
In Gunnison County the referral source begins with law enforcement citing a juvenile into District Court for some type of criminal violation. The charges are misdemeanor and/or felony in type but could include Marijuana Possession and other petty type offenses that are summonsed into District Court with the possibility of these being filed in District Court.

All appropriate first-time and sometimes second time non-violent cases are assessed for potential acceptance into the Juvenile Diversion program pre-file, with the majority of the youth reviewed being referred. The Juvenile Diversion Director then contacts the parents and/or guardians and the youth involved to set up a meeting before Court to explain the referral and the specifics of the Juvenile Diversion program and answer any questions or concerns. If the parents and/or guardians agree with the referral made by the District Attorney, they advise the District Court Judge of this agreement and an appointment is then made with the Juvenile Diversion office. At this point in time, no charges have been filed on and no records kept on the youth and the court process would be terminated.
The acceptance criteria for referrals into the program are youth ages 10-17 with misdemeanor and/or felony charges at the pre-filing stage of the court process as an alternative to the filing of a petition. Petty offenses will be considered if this diverts the youth from a District Court filing. The acceptance restrictions would be that the youth not have prior charges or program participation unless there has been considerable time between offenses or the charge is minor by definition. The juvenile must admit guilt and take responsibility for their action and this admission is part of the signed agreement.
The Gunnison County Juvenile Diversion program strives to utilize the four general principles of effective programs listed in the Juvenile Diversion Literature Review that include: systematic and standardized screening and assessment of youth; reduced penetration into the juvenile justice system; use of holistic, family centered interventions; and development and use of a wide network of community-based services (Cocozza et al. 938; Dembo et al., "Arbitration" 29).The specific services provided include the intake and coordination and case management of the entire process from beginning to end. At the initial meeting with the juvenile and parents a contract is signed outlining the specific requirements the juvenile will need to complete to successfully terminate from the program. The methodology with all referred juveniles starts with assessment. Through the intake process, informal assessment information is gathered on all aspects of a young person's life to include family, school, peers and interests. Motivational interviewing, an evidenced-based goal directed counseling style to help elicit change is utilized in this assessment and in all sessions. This helps to not only gain factual information but also begin to build a relationship with the youth and find subtle ways to encourage hope for a successful future. This process helps the youth in identifying strengths and talents that can be built upon as they design and start to work towards goals. Assistance is given towards identifying how to change behavior through cognitive-behavioral strategies and working with families to encourage their involvement. The intent of the case management plan is to identify and begin work on a targeted intervention of risk factors while the protective factors identified become the building blocks of an action plan.

DocuSign Envelope ID: 063AA180-14BD-4012-8C77-D4FA9C2BCF47

Supervision is one of the identified approaches that is proving to make an impact on risky behavioral intentions in Juvenile Diversion programs (OMNI Institute Statewide Evaluation of the DCJ Juvenile Diversion program). Supervision is implemented in the program not just through case management but in all areas of the youth's involvement through school, mentors, wraparound teams and treatment providers. Other identified approaches that are proving effective are screening and assessment, accountability and competency services and counseling. Besides the informal screening through the intake, formal screening also takes place at initial sessions in house and includes the youth taking the MAYSI-2 and SUS-1a to help identify mental health and substance use risk factors. After the MAYSI-2 and SUS-1a are scored, if any areas of concern are identified, referrals for counseling and/or treatment are discussed with the youth and parent(s) for intervention and support.

Accountability methods for the youth include such things as performing community service, paying victim restitution, and restorative justice involvement to include practices such as victim impact conferencing and victim offender mediation. Most juveniles are on contract for 6-9 months or longer if needed with weekly sessions initially and later if things are going well the sessions could be twice a month with weekly check-ins. If all has been successfully completed a termination session is held with the youth and parents to outline what they have learned and process and celebrate their success.

If appropriate, individual cases will be referred to a Restorative Justice process to repair harm and make amends to victims. The Gunnison County Juvenile Diversion program uses a graduated sanctions model by determining if a situation warrants increased or decreased sanctions. For minor infractions a youth may be allowed to stay in the Juvenile Diversion program with added sanctions and/or interventions that include; additional community service, counseling, referrals to HB1451, System of Care, High Fidelity Wraparound, and extended supervision. Sanctions applied for a youth that continues to offend is the possible filing of charges by the District Attorney and a referral back to District Court. These youth and the circumstances are reviewed on a case by case basis. The District Attorney normally will not allow a youth to stay in the Juvenile Diversion program if there is an additional major offense committed. Should the youth fail to successfully complete the Juvenile Diversion program, a referral back to the District Attorney's office will be made for the re-filing of the original charges. If the youth has re-offended while in the program, the new charges and the original charges will be brought back before the District Court by the District Attorney for consideration of charges being filed. These youth will be closed out as unsuccessful participants in the Juvenile Diversion program. Successful completion is determined by the youth meeting and completing all requirements of the Juvenile Diversion contract, which includes no recidivism. All charges at this point have been dropped and no further legal action is taken.

Measurable Goals & Objectives that support this Statement of Work will be determined by the project director in coordination with the DCJ grant manager. The Goals & Objectives will be established either in the Grant Management System or other written form. Grantee shall comply with all Goals & Objectives as a measurable extension of this Statement of Work. Objectives will be established either in the Grant Management System or other written form. Grantee shall comply with all Goals & Objectives as a measurable extension of this Statement of Work.

DocuSign Envelope ID: 063AA180-14BD-4012-8C77-D4FA9C2BCF47

EXHIBIT E, BUDGET

BUDGET SUMMARY

Personnel	$32,774.00
Supplies and Operating	$2,226.00
Travel	$0.00
Equipment	$0.00
Consultants / Contracts	$0.00
Indirect	$0.00
Total	**$35,000.00**

PERSONNEL

Position Title and Name	Annual Base Salary	Annual Base Salary to be Paid by Diversion Funds	% Salary To Be Paid By Diversion Funds	Annual Base Fringe	Annual Fringe to be Paid by Diversion Funds	% Fringe To be Paid by Diversion Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Diversion Funds
Clay Curtis (Director)	$ 75,359.00	$ 27,129.00	36.00%	$ 15,681.00	$ 5,645.00	36.00%	$ 91,040.00	$ 32,774.00
Budget Narrative & Justification	The Gunnison County Juvenile Diversion program requests grant funds to contribute to the salary of the Juvenile Diversion Program Director. The salary and fringe benefit rates are determined by Gunnison County and evaluated periodically. Cost information regarding fringe is as follows: $5645 fringe benefits, salary of $27129. Fringe approx. 18%. FICA- $2118. Insurance – Medical, Dental, Life – $2081. Retirement – $1356. Unemployment Ins. – $40.00. W/C Ins. – $41.00. EAP – $9.00. The grant funding will be utilized in combination with the funding from Gunnison County to provide a full-time position. The tasks for the project director include the oversight, administration and supervision of the program. Initial meetings with the youth and parents are held to explain the program and establish willingness to participate and sign the Juvenile Diversion contract outlining all requirements necessary for successful completion							
TOTAL	**$ 75,359.00**	**$ 27,129.00**	**36%**	**$ 15,681.00**	**$ 5,645.00**	**36%**	**$91,040.00**	**$32,774.00**

NON-PERSONNEL

Budget Item	Amount To Be Paid By Diversion Funds	Budget Narrative and Justification
SUPPLIES & OPERATING		
Office Supplies	$ 226	These funds will be used for basic office supplies such as paper, pens, folders, binders etc.
Drug tests	$ 1,000	These funds will be used to pay for drug tests for those who cant afford them at Drug Test West and for in house drug test kits.
Education	$ 1,000	These funds will be used to help youth pay for education material needed to complete the program.
Supplies & Operating Total	**$ 2,226**	
TRAVEL		
Travel Total	**$ 0**	
EQUIPMENT		
Equipment Total	**$ 0**	
CONSULTANTS/CONTRACTS		
Consultants/Contracts Total	**$ 0**	
INDIRECT		
Indirect Total	**$ 0**	
TOTAL	**$ 2,226**	

DocuSign Envelope ID: 063AA180-14BD-4012-8C77-D4FA9C2BCF47

2021 State Juvenile Diversion Grant Program
Special Conditions

1. Right of Privacy for Recipients of Service and Sharing of information. The prospective Subgrantee Agency certifies, by submission of this proposal, that:
   a. Pursuant to Section 223(a)(18) of the Juvenile Justice and Delinquency Prevention Act, procedures have been established to ensure that this program will not disclose program records containing the identity of individual juveniles. Exceptions to this requirement are authorization by law; consent of either the juvenile or his/her legal authorized representative; or justification that otherwise the functions of this title cannot be performed. Under no circumstances may public project reports or findings contain names of actual juvenile service recipients.
   b. Necessary information will be shared appropriately among schools, law enforcement, courts and juvenile-serving agencies pursuant to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g), as amended by Improving America's School Act of 1994 (IASA). FERPA allows schools to play a vital role in a community's effort to identify children who are at risk of delinquency and provide services prior to a child's becoming involved in the juvenile justice system.
   c. Necessary information will be shared in accordance with the "Children's Code Records and Information Act," 19-1-301 et seq., Colorado Revised Statutes, to balance the best interests of children and the privacy interests of children and their families with the need to share information among service agencies and the need to protect the public safety.
2. In addition to the "Termination for Cause" item, 6(c) under Grant Requirements above, the subgrant may be suspended or terminated by the Division of Criminal Justice if the Subgrantee Agency fails to comply with the core requirements of the Juvenile Justice and Delinquency Prevention Act, 1974, as amended: Deinstitutionalization of Status Offenders, Section 223 (a)(12)(A); Separation of Juveniles from Incarcerated Adults, Section 223(a)(13); Removal of Juveniles from Adult Jails and Lockups, Section 223(a)(14); Disproportionate Minority Confinement, Section (a)(23).
3. Data Collection
   a. Pursuant to C.R.S. 19-2-303 subsections (5) and (6), programs must provide data that measure progress toward established goals and objectives and outcome measures, including those established pursuant to C.R.S. 24-33.5-2402 (1) (f).
   b. Data submitted must include, but are not limited to:
      - Demographic data on age, race or ethnicity, and gender;
      - Risk screening conducted;
      - Risk level as determined by the risk screening or, if no screening was completed, the reason why the screening was not completed;
      - Offense;
      - Diversion status;
      - Service participation;
      - Program completion data;
      - Child welfare involvement; and
      - Identifying data necessary to track the long-term outcomes of diverted juveniles.
4. Grantee's failure to submit required reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement; Montrose County; Gunn

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Ongoing contract for Nurse Family Partnership - Montrose and Gunnison County

Fiscal Impact:

Submitted by: Randy Morgan for Joni Reynolds **Submitter's Email Address:** rmorgan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 7/2/2021

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

Comments:
Although these provisions are not as clear and express as what we would normally prefer in contracts, given the nature of the agreement and the identity of the other contracting party we can probably live with it from a legal perspective. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 6/29/2021 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/2/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 7/6/2021

Revised April 2015

COLORADO
Department of Human Services

20 IHIA 129469
eClearance:

STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES CONTRACT

SIGNATURE AND COVER PAGES

State Agency Colorado Department of Human Services Office of Early Childhood Division of Community and Family Support	**Contractor** Montrose County Department of Health and Human Services Contractor's State of Incorporation: Colorado
Contract Maximum Amount Initial Term State Fiscal Year 2020 $625,749* Extension Terms N/A *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract. The maximum payable for GAE is subject to appropriated funds, not to exceed $50,000 which is split among other NHVP vendors. See Exhibit C: Additional Provisions. Maximum Amount for All Fiscal Years $625,749*	**Contract Performance Beginning Date** The later of the Effective Date or July 1, 2019 **Initial Contract Expiration Date** June 30, 2020 Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: State General Fund	**Options** The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes
Insurance Contractor shall maintain the following insurance if indicated with "Yes," as further described in **§**12: Worker's Compensation: Yes General Liability: Yes Automobile Liability: **Yes** Protected Information: **Yes** Professional Liability Insurance: **No** Crime Insurance: **No**	**Miscellaneous** Authority to enter into this Contract exists in: C.R.S. 26-6.4-107. Law-Specified Vendor Statute (if any): C.R.S. 26-6.4-107 Procurement Method: Law Specified Solicitation Number (if any): N/A
State Representative Julie Becker, Home Visiting Program Director Colorado Department of Human Services, Office of Early Childhood, Division of Community and Family Support 1575 Sherman Street, 1st Floor Denver, CO 80203 Phone - 303-866-5205; Email - julie.becker@state.co.us	**Contractor Representative** Theresa Balet 1845 South Townsend Avenue Montrose, CO 81401 Phone - 970-252-5015 Email - tbalet@montrosecounty.net

Exhibits

The following Exhibits are attached and incorporated into this Contract:
Exhibit A - Statement of Work
Exhibit B - Budget
Exhibit C - Additional Provisions
Exhibit D - HIPAA Business Associate Addendum
Exhibit E - Critical Incident Reporting

Contract Purpose

In accordance with the provisions of this contract and its exhibits and attachments, the Contractor shall: Provide trained visiting nurses to help educate mothers on the importance of nutrition and avoiding alcohol and drugs, including nicotine, and to assist and educate mothers in providing general care for their children.

Signature Page begins on next page →

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR Montrose County Department of Health and Human Services Sue Hansen By: Sue Hansen, Chair, Board of County Commissioners Date: 5-22-19	**STATE OF COLORADO** Jared Polis, Governor Department of Human Services Michelle Barnes, Executive Director By: Mary Anne Snyder, Director, Office of Early Childhood Date:
2nd State or Contractor Signature if Needed By: Date:	**LEGAL REVIEW** Phil Weiser, Attorney General By: Assistant Attorney General Date:

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:
Clint Woodruff / Andrea Eurich / Travis Yoder

Effective Date:

-- Signature and Cover Pages End --

TABLE OF CONTENTS

SIGNATURE AND COVER PAGES 1
1. PARTIES 4
2. TERM AND EFFECTIVE DATE 4
3. DEFINITIONS 6
4. STATEMENT OF WORK 9
5. PAYMENTS TO CONTRACTOR 9
6. REPORTING - NOTIFICATION 10
7. CONTRACTOR RECORDS 11
8. CONFIDENTIAL INFORMATION-STATE RECORDS 12
9. CONFLICTS OF INTEREST 13
10. INSURANCE 14
11. BREACH OF CONTRACT 16
12. REMEDIES 17
13. STATE'S RIGHT OF REMOVAL 18
14. DISPUTE RESOLUTION 18
15. NOTICES AND REPRESENTATIVES 19
16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION .. **ERROR! BOOKMARK NOT DEFINED.**
17. STATEWIDE CONTRACT MANAGEMENT SYSTEM 20
18. GENERAL PROVISIONS 21
19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1) 24
20. DEPARTMENT OF HUMAN SERVICES PROVISIONS 27
21. SAMPLE OPTION LETTER (IF APPLICABLE) 29

1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State's Option

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

D. End of Term Extension

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

E. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made.

Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Breach of Contract**" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "**Business Day**" means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1) C.R.S.

C. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.

D. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.

E. "**Contract**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.

F. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

G. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

H. **"End of Term Extension"** means the time period defined in **§2.D**.

I. **"Effective Date"** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.

J. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..

K. **"Extension Term"** means the time period defined in **§2.C.**

L. "**Goods**" means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

M. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.,* C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

N. **"Initial Term"** means the time period defined in **§2.B**.

O. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

P. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

Q. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.

R. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

S. "**Services**" means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

T. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

U. **"State Fiscal Rules"** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

V. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

W. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

X. "**Subcontractor**" means third-parties, if any, engaged by Contractor to aid in performance of the Work.

Y. "**Tax Information**" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

Z. "**Work**" means the Goods delivered and Services performed pursuant to this Contract.

AA. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

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

b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

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

delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

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

v. Option to Increase Maximum Amount

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

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to **§17** or pursuant to any other Exhibit, for any contract having a term longer than 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and

standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than 5 Business Days following the end of each calendar quarter.

B. Litigation Reporting

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

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

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

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

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

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and

monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

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

E. Data Protection and Handling

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

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written

approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

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

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

10. INSURANCE

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

A. General Liability

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

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any 1 fire.

B. Automobile Liability

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

C. Protected Information

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

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of $250,000 or less, Contractor shall maintain limits of not less than $50,000.

iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of $500,000 or less, Contractor shall maintain limits of not less than $100,000.

D. Professional Liability Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

E. Crime Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Additional Insured

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

G. Primacy of Coverage

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

H. Cancellation

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

I. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

J. Public Entities

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

K. Certificates

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

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the

Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach

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

a. Obligations and Rights

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

b. Payments

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

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary

to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

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

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Intellectual Property

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

B. Contractor's Remedies

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

13. STATE'S RIGHT OF REMOVAL

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

14. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in **§14.A** fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

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

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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

i. Copyrights

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

ii. Patents

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

B. Exclusive Property of the State

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

C. Exclusive Property of Contractor

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

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

18. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

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

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

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

K. Order of Precedence

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

i. HIPAA Business Associate Agreement (if any).

ii. Colorado Special Provisions in **§19** of the main body of this Contract.

iii. The provisions of the other sections of the main body of this Contract.

iv. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

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

M. Severability

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

N. Survival of Certain Contract Terms

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

O. Taxes

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

P. Third Party Beneficiaries

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

Q. Waiver

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

R. CORA Disclosure

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

S. Standard and Manner of Performance

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

T. Licenses, Permits, and Other Authorizations.

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

of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

U. Indemnification

i. Applicability

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

ii. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

iii. Confidential Information Indemnification

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

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental

Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the

term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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

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

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

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

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

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and CDHS within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a

Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to CDHS a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., CDHSmay terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

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

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

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Emergency Planning

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

C. Restrictions on Public Benefits

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

D. Discrimination

Contractor shall not:

i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.

ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

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

E. Criminal Background Check

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

i. submit to and successfully pass a criminal background check, and

ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

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

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

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

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

REST OF PAGE INTENTIONALLY LEFT BLANK

21. SAMPLE OPTION LETTER (IF APPLICABLE)

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

1. OPTIONS:

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

2. REQUIRED PROVISIONS:

- **A.** **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- **B.** **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- **C.** **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- **D.** **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- **E.** **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

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

STATE OF COLORADO Jared Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE SAMPLE ONLY – DO NOT SIGN By: Name & Title of Person Signing for Agency or IHE Date: SAMPLE ONLY – DO NOT SIGN	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** SAMPLE ONLY – DO NOT SIGN Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date: SAMPLE ONLY – DO NOT SIGN

STATEMENT OF WORK

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

I. Project Description:

In order to implement the Nurse Home Visitor Program (NHVP) efficiently and effectively and to promote the successful partnerships between state public entities and the private sector, responsibility for the program is divided between the Colorado Department of Human Services, which shall be responsible for financial administration of the program, and a health sciences facility at the University of Colorado, which shall be responsible for programmatic, clinical and technical support, monitoring and evaluation, including data collection, for the program. It is the intent of the general assembly that the state department and the health sciences facility work collaboratively to share information in order to promote efficient and effective program implementation; however, neither entity is responsible for the other entity's statutorily prescribed duties.

II. Performance Requirements/Deliverables:

1. The Contractor, in accordance with the terms and conditions of the Contract and this Exhibit, shall perform and complete, in a timely and satisfactory manner, all activities and services related to the fiscal management of the Colorado Nurse Home Visitor Program as set forth in CRS 26-6.4-107.2(a.5). The fiscal management provided by the contractor for the program must be deemed by the State to be acceptable and in good faith. For fiscal management to be "acceptable" it must comply with all, but not limited to, the items listed below, which are incorporated and made part hereof by reference.

    - Colorado Nurse Home Visitor Program Act, as described in § 26-6.4.101, C.R.S.
    - Colorado Nurse Home Visitor Program Fiscal Compliance Requirements
    - Rules Concerning the Nurse Home Visitor Program
    - State of Colorado Fiscal Rules
    - Generally Accepted Accounting Principles

2. The Contractor shall complete in a satisfactory manner and by the indicated date, all activities stated in the Areas Requiring Performance Improvement Plan or Funding Conditions in the NHVP Application Review Summary which shall be monitored by the health sciences facility.

3. The Contractor shall participate in meetings or trainings as requested by the State, including attendance by the Contractor's Nurse Supervisor and fiscal staff at the NHVP grantee workshop; and the Contractor must cover all costs as applicable.

4. The Contractor shall provide the nurse home visitor services in accordance with the grantee application and the budget, **Exhibit B**.

5. Funding adjustments may be executed during the term of this Contract in accordance with Additional Provisions, **Exhibit C**. The total amount of funding for the term of this Contract may not exceed the Total Amount Requested from the CDHS as provided in the attached Budget, **Exhibit B**.

6. Contractor shall submit Medicaid reimbursement requests for all eligible clients. Department of Health Care Policy and Financing (HCPF) oversees the submission of Medicaid reimbursement requests for compliance with HCPF procedures.

7. Contractor shall refer families participating in any and all programs in its agency such as the Special Supplemental Program for Women, Infants and Children (WIC), Healthy Communities, Immunization Clinics, Health Care Program for Children with Special Health Care Needs (HCP), etc. to appropriate enabling and direct care service programs in the community. Contractor shall provide all pregnant women in need of resources for prenatal medical care information about programs such as WIC, PNP, etc. as needed;

provide all individuals seeking reproductive health services with information about pregnancy planning, preconception health, the consequences of unintended pregnancies, and referrals to comprehensive family planning services; and shall ensure that all children ages birth through two years who may be eligible for early intervention services are referred to Early Intervention Colorado.

8. Contractor shall notify the State within thirty (30) days of a change of the NHVP Nurse Supervisor or fiscal staff and shall require any new NHVP Nurse Supervisor and fiscal staff working on NHVP services to participate in Fiscal Orientation within forty-five (45) days of employment.

9. In order to fulfill model requirements as an implementation site for the Nurse-Family Partnership home visiting program, Contractor shall comply with all elements of the Nurse Home Visitor Program Application Review Summary which is submitted to and monitored by the University of Colorado.

III. Monitoring:

The monitoring of this contract for compliance with fiscal performance requirements is based in part on a fiscal risk assessment conducted prior to contracting, contractor fiscal and programmatic performance during the contract period and contractor compliance with contractual terms and conditions during the contract period. Monitoring will be conducted by the *Program Manager (State Representative)* and methods used will include review of documentation reflective of performance, including reimbursement requests and other documentation as applicable. The contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

IV. Resolution of Non-Compliance:

The Contractor will be notified in writing within **30** calendar days of discovery of a compliance issue. Within **45** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the *Program Manager* (State Representative) and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Remedies section of the General Provisions of this contract.

V. Performance Measures and Monitoring

1. Fiscal performance monitoring by the State for this contract includes without limitation using the following criteria:

- Contractor maintains a caseload commensurate with funding allocation throughout the contract period.
- Contractor's cost reimbursement requests will be accurate and submitted on time (within 60 days of the last day of the month for which you are requesting reimbursement) and will be accurate (line items in the reimbursement request will align with line items in your approved budget).

COLORADO
Office of Early Childhood
Department of Human Services

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

Contractor Name	Montrose County Department of Health & Human Services
Budget Period	July 1, 2019 - June 30, 2020
Project Name	Nurse Home Visitor Program
Counites Served	Montrose, Delta, Ouray, San Miguel, Gunnison

Program Contact Name, Title **Phone** **Email**	Theresa Balet, FNP, NFP Supervisor 970 252 5015 tbalet@montroseounty.net
Fiscal Contact Name, Title **Phone** **Email**	Kevin Miller, County Finance 970 252 5062 kmiller@montrosecounty.net
Funded Caseload	80

Expenditure Categories

Personnel Services - Salaried Employees

Position Title/ Employee Name	Description of Work (fringe for all employees includes workers' comp, FICA, Medicare, Unemployment, LTD, retirement & Health Benefits)*	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount For Project	FY 2019-2020 A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
Theresa Balet, NFP Program Supervisor and Manager (salary)	Supervisors & manages all operations for the program site. Carries a small caseload.	$73,842	$11,614	90%	$76,910	$0	$0	$76,910
Kimberly Cook, RN,-Nurse Home Visitor	NHV who conducts home visits & coordinates schedules.	$64,992	$19,940	100%	$84,932	$0	$0	$84,932
Sheila Olson, RN-Nurse Home Visitor	NHV who conducts home visits & coordinates schedules.	$69,934	$20,967	100%	$90,901	$0	$0	$90,901
Valerie Stone, RN-Nurse Home Visitor	NHV who conducts home visits & coordinates schedules.	$44,928	$14,719	100%	$59,647	$0	$0	$59,647
Veronica Martiniez-Erie, Admin Assistant and interpreter	Responsible for data entry, MC billing, program support and interpreter for our Sanish speaking clients.	$38,815	$15,305	70%	$37,884	$0	$0	$37,884
Vivian Sisneros, billing	Assists with billing at the county level.	$41,854	$14,719	5%	$2,829	$0	$0	$2,829
	1. Total Personnel Services (including fringe benefits)				**$353,103**	**$0**	**$0**	**$353,103**

Supplies & Operating Expenses

Item	Description of Item	FY 2019-2020 A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
Office Operating Expenses (i.e. supplies)	Used to purchase materials for program, such as pens, paper, folders, binders and additional offise supplies	$0	$0	$2,700
Client Support Materials	Includes gifts for clients and children to promote emotional & social development, safety & positive relationships	$0	$0	$5,400
Printing & Publications	Printing of necessary forms and materials for the program	$0	$0	$2,200
Postal & Shipping Services	Covers cost for mailing and shipping of documents to clients or partnering sites and programs	$0	$0	$200
Communications (cellular, network services)	Covers costs for phone services, long distance, cell serices and data plans for tablets	$0	$0	$2,200
Required Model Materials	Covers costs of forms and required materials used during home visits and data collection	$0	$0	$1,400
Computers or laptops w/software	Covers costs to update software as needed	$0	$0	$500
Rent, maintenance, utilities (not included in indirect)	Covers costs for NFP offices in the HHS building	$0	$0	$15,165
	2. Total Supplies & Operating Expenses	**$0**	**$0**	**$29,765**

Training and Technical Assistance						FY 2019-2020		
Item	Description of Item	Per	Fee	#	Total	A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
Program Support Fee	Required cost for NFP	Supervisor	$8,580	1	$8,580	$0	$0	$8,580
DANCE Education	Cost covers required NFP training	NHV	$625	1	$625	$0	$0	$625
DANCE Licensing	Cost covers required NFP training materials	NHV	$60	4	$240	$0	$0	$240
Nurse Consultation, 1st Supervisor	Required cost for NFP	Supervisor	$3,796	1	$3,796	$0	$0	$3,796
Administrator Education	NFP training for Administrator	Administrator	$585	1	$585	$0	$0	$585
Professional Development	Covers cost of additional training for NHVs	NHV/Supervisor	$600	5	$3,000	$0	$0	$3,000
				3. Total Training and Technical Assistance	$16,826	$0	$0	$16,826
Equipment (Over $5,000 Per Item)						FY 2019-2020		
Name	Description of Item					A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
	No costs in this category will be reimbursed by CDHS.					$0	$0	$0
				4. Total Equpment		$0	$0	$0
Travel						FY 2019-2020		
Item	Description of Item					A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
State Supervisor Meetings	Covers cost of travel, per diem and hotels for Supervisor to attend 3 State Supervisor meetings in Denver each year.					$0	$0	$3,000
NFP Training and Travel	Covers costs of travel to meetings and classes, as well as hotel and per diem for meals when overnight is required.					$0	$0	$3,500
County Vehicle Charges	County vehicles are used for all travel, including home visits, These charges covers fleet charges and replacement accural as well as motor pool expenses and mileage reimbursement when personal cars are used.					$0	$0	$16,000
Public Health in the Rockies Conference	Cost for one nurse to attend Public Health in the Rockies Conference					$0	$0	$1,000
				5. Total Travel		$0	$0	$23,500
Contractors/Consultants (payments to third parties or entities)						FY 2019-2020		
Name	Description of Item					A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
Gunnison County NFP Contract	This cost covers program costs for NHV in Gunnison @ 0.75 FTE and includes. salary and benefits.					$0	$0	$65,411
Supplies & Operating Expenses	Covers costs for Gunnison County contractor office supplies, postage, photocopy, printing & publications, cell phone, translator, etc.					$0	$0	$3,300
Travel & Transportation	Covers costs for Gunnison County countractor transportation, motor pool expenses & travel to meetings, professional development, hotel and per diem					$0	$0	$6,300
IT	Covers IT support for Gunnison NHV							$1,894
Outside Services	Covers costs for consultation with Mental health providers when dealing with challenging clients					$0	$0	$500
				6. Total Contractors/Consultants		$0	$0	$77,405
				MODIFIED TOTAL DIRECT COSTS (MTDC)		$0	$0	$500,599

Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]		FY 2019-2020		
Item	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
State Federal Indirect cost rate	25% cap of modified total direct costs (Negotiated rate with CDPHE is 60%)	$0	$0	$125,150
	Total Indirect	**$0**	**$0**	**$125,150**
	TOTAL	**$0**	**$0**	**$625,749**

ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

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

4. PAYMENT

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

A. The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.

B. Payment shall be made on a cost reimbursement basis for services rendered.

C. Timely Invoicing - Invoices shall be submitted no later than 45 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to CDHS_OEC_Invoicing@state.co.us. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

D. 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.

E. 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.

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% 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 or decrease 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 or decrease 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 or State mileage rate per https://www.colorado.gov/pacific/osc/travel-fiscal-rule.

B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per https://www.gsa.gov/travel-resources or State per diem rate for the area of travel per https://www.colorado.gov/pacific/osc/travel-fiscal-rule.

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. 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)

A. Payment for Nurse Home Visitor Program (NHVP) to all contractors will be made as incurred, in whole or in part, from the total available funds not to exceed $50,000 (FY20), to be utilized for NHVP as follows:

i. Nurse Family Partnership (NFP) training costs, often sites experience staff turnover in a fiscal year and they will be permitted to use the GAE to cover costs of NFP required training that was not included in their FY 19-20 budget.

ii. Travel costs associated with NFP training. For example, if a site hires a new Nurse Home Visitor, and this staff member is required to attend NFP orientation, the site will be able to bill the GAE for the training registration and travel expenses for the training. Travel costs may include mileage, hotel accommodations and per diem for the staff member attending the training.

iii. Operational items not included in their FY19-20 budget such as cell phones, tablets, laptops. Due to staff turnover, sites are to not include potential operational item expenses in their FY 19-20 budgets, but rather utilize the GAE in order to purchase necessary items for new staff.

It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to NHVP GAE 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 NHVP contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of NHVP GAE funds. The NHVP program manager will approve GAE expenditures on a case-by case basis and the state intermediary must concur that they believe the expenditure to be necessary to improving the program. NHVP program manager must approve the expenditure in writing.

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 expenditures.

i. The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us.

EXHIBIT D - HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement") between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as "Covered Entity" and the Contractor is referred to as "Business Associate". Unless the context clearly requires a distinction between the Contract and this Agreement, all references to "Contract" shall include this Agreement.

1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information ("PHI"). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") enacted under the American Recovery and Reinvestment Act of 2009 ("ARRA") Pub. L. No. 111–5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and all other applicable laws and regulations, all as may be amended.

2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

a. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and shall refer to Contractor.

b. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.

c. Information Technology and Information Security. "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.

i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.

ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:

A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;

B. the person notifies Business Associate of any Breach involving PHI of which it is aware.

iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

c. Impermissible Uses and Disclosures.

i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.

ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

d. Business Associate's Subcontractors.

i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.

e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such

system including, but not limited to, any policies promulgated by the Office of Information Technology and available at http://oit.state.co.us/about/policies.

f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

g. Amendment of PHI.

   i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

   ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

i. Restrictions and Confidential Communications.

   i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:

      A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or

      B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.

   ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.

   iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

k. Audit, Inspection and Enforcement.

   i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards.

i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.

ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.

iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.

iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

m. Safeguard During Transmission.

i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

n. Reporting of Improper Use or Disclosure and Notification of Breach.

i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.

iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.

iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

o. Business Associate's Insurance and Notification Costs.

i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:

A. loss of PHI data;

B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and

C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.

ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).

iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.

iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

p. Subcontractors and Breaches.

i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

q. Data Ownership.

i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5 below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes.

i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.

ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

a. Breach.

i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.

ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

b. Effect of Termination.

i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.

ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of

Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. AMENDMENT

a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.

i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.

ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain

written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.

iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:

A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or

B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix ("Appendix") to the HIPAA Business Associate Agreement ("Agreement") is s an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to "Contract" or "Agreement" shall include this Appendix.

1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as "Reserved" shall be construed as setting forth no additional terms.

2. ADDITIONAL TERMS

a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

    i. Reserved.

b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

    i. Reserved.

c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

    i. Reserved.

d. Definition of Receipt of PHI. Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:

    i. Reserved.

e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:

    i. Reserved.

f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:

    i. Reserved.

Critical Incident Reporting

Within 48 hours of the occurrence of a critical incident involving any child or client 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 known details of the critical incident to the OEC Program Manager for the involved family support program. The OEC acknowledges that frequently information unfolds over time and may require clarification as more details are identified. Critical incidents may include, but are not limited to: awareness of an egregious incident or suspected 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; potential 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.

It is required to report any critical incident ***within 48 hours*** of the occurrence with specific and accurate details pertaining to the incident. Failure to report a critical incident to the Office of Early Childhood Home Visiting Unit may result in breach of contract.

Examples of situations which may qualify as a critical incident are detailed below. This list is not exhaustive and additional situations may also qualify. *If you are unsure if an instance requires reporting, contact the CDHS Home Visiting Director and/or CDHS Program Manager as soon as possible for guidance.*

- Falsification of client records
- Suspected financial fraud (including a pattern of mistakes calculating mileage reimbursement)
- Intoxication of an on-duty Home Visiting staff member
- Home Visiting staff member deemed not fit for duty
- Termination of employee
- Near death of a child or death of a child
- Severe injury to a child, severe illness of a child which may result in fatality
- Subpoenas for HV staff to attend court in relation to client situation, or request for HV staff to provide depositions or taped testimony in client case related to cases of abuse or neglect

Reporting requirements

Contracted agency is required to notify the Home Visiting Unit Director and/or the Home Visiting Program Manager within 48 hours' notice of critical incident via phone call or written documentation via e-mail. Agency is required to submit written documentation of the incident or to provide the information requested via phone.

Critical incident information sharing policy

1. Home Visiting Program Director and/or Program Manager is notified of critical incident within 48 hours.
2. If Home Visiting Program Director and / or Program Manager is notified of critical incident by phone, they document communication regarding the critical incident in writing.

3. Home Visiting Program Director and / or Program Manager will ask site what supports they need based on the incident. For example: sites may request additional funding if needing mental health support for a Home Visitor and/or Supervisor upon a notification of a child fatality.
3. Any notification of the critical incident shared by e-mail will be encrypted per contracted agency's requirements.
4. Home Visiting Program Director and/or Program Manager notify Office of Early Childhood Division of Community and Family Support Division Director, Office of Early Childhood Director, and Communications and Project Manager, within 48 hours of report from site.
4. If incident has a possibility of having Child Welfare implications, Home Visiting Program Director and / or Program Manager shall share report with the Child Maltreatment Prevention Unit Director and the Child Protection Services Manager to ensure all appropriate steps have been completed for Child Welfare reporting.
5. In instances where financial fraud or infraction to contractual provisions are suspected, information shall be shared with the OEC CFO and Contracts Manager.

Site implications

· Termination of HV staff will be recommended by the OEC if a critical incident includes the following:

- Falsification of client records
- Falsification of documentation
- Financial fraud of any kind

Exhibit 2 to IGA, 2021-22

CONTRACT AMENDMENT #6

SIGNATURE AND COVER PAGE

<table>
<tr><td>State Agency
Colorado Department of Human Services
Office of Early Childhood
Division of Community and Family Support</td><td>Original Contract Number
20 IHIA 129469</td></tr>
<tr><td>Contractor
Montrose County Department of Health and Human Services
1845 South Townsend Avenue
Montrose, CO 81401</td><td>Amendment Contract Number
22 IHIA 168233</td></tr>
<tr><td rowspan="2">Current Contract Maximum Amount
Initial Term
State Fiscal Year 2020 $709,504*

*An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract. The maximum amount payable for GAE is subject to appropriated funds, not to exceed $190,000 which is split among other NHVP vendors. See Exhibit C: Additional Provisions.
Extension Terms
State Fiscal Year 2021 $674,574*

*An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract. The maximum amount payable for GAE is subject to appropriated funds, not to exceed $70,000 which is split among other NHVP vendors. See Exhibit C: Additional Provisions.
State Fiscal Year 2022 $695,276*

*An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract. The maximum amount payable for GAE is subject to appropriated funds, not to exceed $140,000 which is split among other NHVP vendors. See Exhibit C: Additional Provisions.

Total for All State Fiscal Years $2,079,354*</td><td>Contract Performance Beginning Date
July 1, 2019</td></tr>
<tr><td>Current Contract Expiration Date
June 30, 2022</td></tr>
</table>

DocuSign Envelope ID: 7FDF8F7C-40D3-48C7-B69C-40DB33977869

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.

CONTRACTOR	STATE OF COLORADO
Montrose County Department of Health and Human Services	Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director
DocuSigned by: Sue Hansen F15BBFEF6642406...	DocuSigned by: Lisa Castiglia F11A91F07B444C8...
By: Keith Caddy, Chair, Board of County Commissioners Sue Hansen Chair	By: Lisa Castiglia, Chief Financial Officer/Director, Division of Operations, Office of Early Childhood
Date: 6/22/2021	Date: 6/22/2021

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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by:
Toni Williamson
D2A31DEB619C416...
Andrea Eurich / Janet Miks / Toni Williamson

Amendment Effective Date: 6/22/2021

DocuSign Envelope ID: 7FDF8F7C-40D3-48C7-B69C-40DB33977869

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

In accordance with the provisions of this contract and its exhibits and attachments, the Contractor shall: Provide trained visiting nurses to help educate mothers on the importance of nutrition and avoiding alcohol and drugs, including nicotine, and to assist and education mothers in providing general care for their children. This Amendment shall extend the contract term for FY22, increase funds for services to be provided in FY22, and amends Exhibits B and C.

5. MODIFICATIONS

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

A. **Extend *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 Contract Maximum Amount by $695,276 for services in FY22 and increase Total for All State Fiscal Years from $1,384,078 to $2,079,354.**

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.

DocuSign Envelope ID: 7FDF8F7C-40D3-48C7-B69C-40DB33977869

C. **Exhibit B – Budget**

Exhibit B – Amendment #6, which is attached and incorporated into this Amendment, is hereby added to Exhibit B of the Original Contract.

D. **Exhibit C – Additional Provisions**

Exhibit C – Amendment #6, which is attached and incorporated into this Amendment, hereby replaces Exhibit C 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.

DocuSign Envelope ID: 7FDF8F7C-40D3-48C7-B69C-40DB33977869

COLORADO
Office of Early Childhood
Department of Human Services

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

Contractor Name	Montrose County
Budget Period	July 1, 2021 - June 30, 2022
Project Name	Nurse Home Visitor Program
Counites Served	Montrose, Delta, Ouray, San Miguel, Gunnison

Program Contact Name, Title	Brenda Oliver, MSN
Phone	970-252-5015
Email	boliver@montrosecounty.net
Fiscal Contact Name, Title	Kevin Miller, Senior Accountant
Phone	970-252-5062
Email	kmiller@montrosecounty.net
Funded Caseload	85

Expenditure Categories

Personnel Services - Salaried Employees — FY 2022

Position Title/ Employee Name	Description of Work and Fringe includes: Retirement, Benefit Pool, LTC Ins, EAP, Workers Compensation, Unemployment Ins, EE Taxes	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount For Project	A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
Individual Nursing staff salary not to exceed $96,000 ***(A Contract Amendment is required if any additional funds are added to the total contract amount)***								
Nursing Staff includes xxx (X) Nurse Supervisor and xxxx (X) Nurse Home Visitors	Overall Program implementation and home visiting service delivery				$330,100	$0	$0	$330,100
Non Nursing Staff								
Admin Asst - Duran, Dawn	Clerical support	$44,000	$18,000	10%	$6,200	$0	$0	$6,200
Admin Asst - Martinez-Erie, Veronica	Clerical support	$41,000	$18,000	70%	$41,300	$0	$0	$41,300
Accounting Tech - Sisneros, Vivian	Billing	$44,500	$18,000	15%	$9,375	$0	$0	$9,375
				1b. Non Nursing Staff Total	$56,875	$0	$0	$56,875
				1. Total Personnel Services (including fringe benefits)	**$386,975**	**$0**	**$0**	**$386,975**

Supplies & Operating Expenses — FY 2022

Item	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
Office Operating Expenses (i.e. supplies)	Office supplies, pc supplies, and miscellaneous operating supplies (pens, paper,folders, general office supplies)	$0	$0	$2,500
Client Support Materials	Material for clients andf children to promote development, safety, and positive relations.	$0	$0	$5,100
Printing & Publications	Printing of necessary forms and materials for program.	$0	$0	$2,000
Postal & Shipping Services	Mailing and shipping costs of documents to clients, partnering sites, and State program.	$0	$0	$500
Communications (cellular, network services,	Cellular service, internet hot-spots, MyFi	$0	$0	$2,000
Client Education & Training Supplies	Client education material, DVD training material.	$0	$0	$2,000
Rent, maintenance, utilities (not included in	Cost for NFP offices in HHS building.	$0	$0	$16,300
	2. Total Supplies & Operating Expenses	**$0**	**$0**	**$30,400**

Training and Technical Assistance — FY 2022

Item	Description of Item	Total	A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
NFP Program Participation & Education	Required program participation and education for nurses, supervisors and administrators	0	$0	$0	$18,446
Dance Education & Licensing	Required licensing and education for a program component	0	$0	$0	$700
Professional Development	Covers cost of additional training for NHVs $600 per nurse/yr	0	$0	$0	$2,400
	3. Total Training and Technical Assistance	**$0**	**$0**	**$0**	**$21,546**

Equipment (Over $5,000 Per Item) — FY 2022

Name	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
	No costs in this category will be reimbursed by CDHS.	$0	$0	$0
	4. Total Equpment	**$0**	**$0**	**$0**

Travel — FY 2022

Item	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
Travel to Attend Required Training	Mileage reimbursement for nurse home visits (when not using county car)	$0	$0	$1,000
Travel to Attend Required Training	Cost of registration, travel, hotel, $ per diem for required training in Denver.	$0	$0	$6,500
National Symposium	Covers airfare, hotel, meals, and incidentals for 2 NHV and supervisor.	$0	$0	$5,000
Supervisor Travel to State Meetings	Covers cost of travel, per diem & hotels for 3 state meetings in Denver each year (1-2 meetings for 2021-2022)	$0	$0	$1,000
County Vehicle Charges	County vehicle expense for unlimited use w/HV	$0	$0	$17,000
	5. Total Travel	**$0**	**$0**	**$30,500**

Contractors/Consultants (payments to third parties or entities) — FY 2022

Name	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
Gunnison County NFP Contract	Costs associated with NHV in Gunnison @ .75 FTE, supplies & operating expenses, IT support, travel & transportation costs	$0	$0	$85,800
Outside Services	Mental Health Consultant for Case Conferences and as needed	$0	$0	$1,000
	6. Total Contractors/Consultants	**$0**	**$0**	**$86,800**
	MODIFIED TOTAL DIRECT COSTS (MTDC)	**$0**	**$0**	**$556,221**

DocuSign Envelope ID: 7FDF8F7C-40D3-48C7-B69C-40DB33977869

Indirect Costs		FY 2022		
Item	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
State Federal Indirect cost rate	25% cap of modified total direct costs.	$0	$0	$139,055
	Total Indirect	**$0**	**$0**	**$139,055**
	TOTAL	**$0**	**$0**	**$695,276**

DocuSign Envelope ID: 7FDF8F7C-40D3-48C7-B69C-40DB33977869

ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

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

4. PAYMENT

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

A. The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.

B. Payment shall be made on a cost reimbursement basis for services rendered.

C. It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.

D. IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDHS. If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDHS 60 days prior to projected depletion of contracted funds. CDHS shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.

E. Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month.

End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to CDHS_OEC_Invoicing@state.co.us. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

F. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.

G. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.

H. The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor.

5. PARTICIPATION

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

6. SUPPLANTING

Payments made to the Contractor under this contract 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 State mileage rate per https://www.colorado.gov/pacific/osc/travel-fiscal-rule.

B. Per Diem shall not exceed State per diem rate for the area of travel per https://www.colorado.gov/pacific/osc/travel-fiscal-rule.

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.

DocuSign Envelope ID: 7FDF8F7C-40D3-48C7-B69C-40DB33977869

9. CRITICAL INCIDENT REPORTING

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

10. MANDATED REPORTING

A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).

B. All program staff are required to take the online mandatory reporter training on the CDHS Child Welfare Training System: https://www.coloradocwts.com/mandated-reporter-training.

11. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

A. Payment for Nurse Home Visitor Program (NHVP) to all contractors will be made as incurred, in whole or in part, from the total available funds not to exceed $400,000 ($190,000 for FY20; $70,000 for FY21; $140,000 for FY22), to be utilized for NHVP as follows:

i. Nurse Family Partnership (NFP) training costs, often sites experience staff turnover in a fiscal year and they will be permitted to use the GAE to cover costs of NFP required training that was not included in their budget.

ii. Travel costs associated with NFP training. For example, if a site hires a new Nurse Home Visitor, and this staff member is required to attend NFP orientation, the site will be able to bill the GAE for the training registration and travel expenses for the training. Travel costs may include mileage, hotel accommodations and per diem for the staff member attending the training.

iii. Operational items not included in their budget such as cell phones, tablets, laptops. Due to staff turnover, sites are to not include potential operational item expenses in their budgets, but rather utilize the GAE in order to purchase necessary items for new staff.

iv. Transition salaries to pay new staff during the overlap with the staff member leaving in order to provide time for adequate training. Once the original staff member leaves, the new staff member's salary would be paid against the existing line in their budget.

v. Translation and interpretation services to serve clients who are deaf or hard of hearing, and those whose primary language is not English.

It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to NHVP GAE funds. It is further understood and agreed that the maximum amount of

DocuSign Envelope ID: 7FDF8F7C-40D3-48C7-B69C-40DB33977869

funds available state wide for the current fiscal year will be divided between all of the NHVP contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of NHVP GAE funds. The NHVP program manager will approve GAE expenditures on a case-by case basis and the state intermediary must concur that they believe the expenditure to be necessary to improving the program. NHVP program manager must approve the expenditure in writing.

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 expenditures.

i. The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us.

INTERGOVERNMENTAL AGREEMENT
RE: NURSE HOME VISITOR PROGRAM

THIS INTERGOVERNMENTAL AGREEMENT shall be effective as of July 1, 2021, between the County of Montrose, by and through its Board of County Commissioners ("Montrose"), a body politic and corporate, duly organized and existing within the State, whose address is 317 South Second Street, Montrose, CO 81401, and the County of Gunnison, by and through its Board of County Commissioners ("Gunnison"), a body politic and corporate, duly organized and existing within the State of Colorado, whose address is 200 E. Virginia, Gunnison, CO 81230.

RECITALS

WHEREAS, Montrose County entered into a Contract dated July 1, 2019 with the State of Colorado regarding the implementation of the Nurse Home Visitor Program ("NHVP") for several area counties, including Gunnison County. The Original Contract 20 IHIA 129469 is attached hereto as Exhibit 1 and incorporated herein. A copy of Contract Amendment #6 to Original Contract 22 IHIA 168233, effective as of June 22, 2021, is attached as Exhibit 2 and incorporated herein. Together, these agreements are collectively referred to herein as "State Task Order;" and

WHEREAS, such State Task Order allocates monies for provision of NHVP services in Gunnison County; and

WHEREAS, Montrose desires to enter into this subcontract for the provision of NHVP services in Gunnison County, and Gunnison desires to provide such services on behalf of Montrose, and in compliance with the State Task Order;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Montrose and Gunnison enter into this Intergovernmental Agreement as follows:

SECTION I.
DESCRIPTION OF WORK

The purpose of the NHVP is to provide trained visiting nurses to help educate mothers on the importance of nutrition and avoiding alcohol and drugs, including nicotine, and to assist and educate mothers in providing general care for their children.

Gunnison shall provide NHVP services within Gunnison County, and so long as this Agreement is in effect, Montrose shall have no duty to provide NHVP services in Gunnison County. In providing such services, Gunnison shall comply with all requirements of the State Task Order (see attached Exhibits 1 and 2), and with all Federal, State and Municipal laws, rules, and regulations that are now, or may in the future, become applicable to the work performed under this Agreement and the State Task Order.

SECTION II.
PAYMENTS

In consideration of Gunnison's provision of NHVP services in Gunnison County, Montrose shall make monthly payments to Gunnison upon receipt of invoices evidencing the work completed. Such payments may not exceed $85,800, which is the total amount allocated in Fiscal Year 2021-2022 for services in Gunnison County. It is specifically understood and agreed that Montrose's obligation to pay Gunnison under this agreement is dependent upon, and limited to, the receipt of monies from the State for funding the NHVP in accordance with the State Task Order. Montrose shall not be obligated to pay Gunnison out of Montrose County's separate funds, or from any other source of funds outside the State funding for the NHVP.

SECTION III.
RELATIONSHIP OF PARTIES

This Agreement is intended to create an Independent Contracting relationship. Gunnison shall be responsible for hiring or retaining, and compensating, all staff necessary to provide the services contemplated under this Agreement. Neither Gunnison, nor any agent or employee of Gunnison, shall be deemed to be an agent or employee of Montrose. Gunnison shall remain responsible for payment of any and all required employment taxes, income taxes, or other applicable taxes, on any monies paid by Gunnison for provision of services under this Agreement. Gunnison acknowledges that Gunnison and its employees are not entitled to unemployment insurance benefits unless Gunnison, or a third party, provides such coverage, and that Montrose does not pay for, or otherwise provide, such coverage.

Gunnison shall have no authorization, express or implied, to bind Montrose to any agreements, liability, or understanding, except as expressly set forth herein.

SECTION IV.
INSURANCE, LICENSING, LIABILITY

Gunnison shall provide and keep in force worker's compensation and unemployment compensation insurance in amounts required by law, and shall maintain all insurance required by the State Task Order. Gunnison acknowledges that it shall be solely responsible for the acts of Gunnison, and its employees and agents.

With respect to the individual Nurse(s) utilized by Gunnison to provide services under this Agreement, and any other professional hired or retained to provide such services, Gunnison shall ensure that the individual's professional license is valid and current, and that professional malpractice liability insurance is in force to cover the acts and omissions of the professional during the term of this Agreement.

Proof of required insurance coverages shall be provided to Montrose upon request.

SECTION V.
DURATION

Although this Intergovernmental Agreement is executed after the effective date, its term shall commence on July 1, 2021, and shall continue through June 30, 2022. The term of this Intergovernmental Agreement may not exceed one year.

It is understood that this Intergovernmental Agreement may be terminated by either party, without cause, upon thirty (30) days written notice to the other party.

SECTION VI.
SUPERVISION

In the provision of services under this Agreement, Gunnison is an independent contractor with authority to control and direct the performance of the details of the work, Montrose being interested only in the results obtained. However, Montrose shall have the right to monitor and evaluate the performance of Gunnison to ensure that the terms of this Agreement, and the requirements of the State Task Order, are being satisfactorily met.

SECTION VII.
GENERAL PROVISIONS

1. The parties stipulate and agree that the rights and duties contemplated under this Intergovernmental Agreement shall not be assigned, delegated, or otherwise transferred to a third party without the prior written consent and agreement of the parties.

2. Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively.

3. Any and all modifications, alterations, additions, and/or changes to any term, condition, or agreement contained herein, shall be void and not binding on either party unless set forth in writing and signed by both parties.

4. This Agreement, attached exhibits, and any written amendments attached, represent the full understanding between the parties.

5. Nothing in this Agreement shall be construed as a waiver of the governmental immunity available to both parties under Colorado statute or other laws.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the respective parties have set their signatures effective the day and year last signed below.

MONTROSE COUNTY
PUBLIC HEALTH

_____
Jim Austin, Director

DATE:_____
Nunc Pro Tunc 7/1/21

MONTROSE COUNTY
BOARD OF COUNTY COMMISSIONERS

_____
Sue Hansen, Chair

DATE:_____
Nunc Pro Tunc 7/1/21

ATTEST:

_____
Deputy Clerk to the Board

DATE:_____

GUNNISON COUNTY
HEALTH & HUMAN SERVICES

_____
Joni Reynolds, Director

DATE:_____
Nunc Pro Tunc 7/1/21

GUNNISON COUNTY
BOARD OF COUNTY COMMISSIONERS

_____
Chair

DATE:_____
Nunc Pro Tunc 7/1/21

ATTEST:

_____
Deputy Clerk to the Board

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item:

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison HHS and National Association of County and City Health Officials

Term Begins: 2/1/21 **Term Ends:** 11/1/2021 **Grant Contract #:** 2021-061007

Summary:

the NACCHO grant that you reviewed previously is ready for signature

Fiscal Impact: 34875

Submitted by: ariel tidwell **Submitter's Email Address:** atidwell@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 6/30/2021

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

Comments:
Reviewed and appears legally sufficient. Noted that governing law is Washington DC. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 7/1/2021 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/2/2021

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 7/6/2021

Revised April 2015

NACCHO CONTRACT # 2021- 061007

CONTRACTOR AGREEMENT

This Contractor Agreement is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as "NACCHO"), with its principal place of business at 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005, and **County of Gunnison** (hereinafter referred to as "Contractor"), with its principal place of business at 200 E Virginia Ave, Gunnison, CO 81230.

WHEREAS, NACCHO wishes to hire Contractor to provide certain goods and/or services to NACCHO;

WHEREAS, Contractor wishes to provide such goods and/or services to NACCHO;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I: SPECIAL PROVISIONS

1. PURPOSE OF AGREEMENT: Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of CDC GRANT #6NU38OT000306-02-10, CFDA #93.421, as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.

2. TERM OF AGREEMENT: The term of the Agreement shall begin on February 5th, 2021 and shall continue in effect until July 31st, 2021, unless earlier terminated in accordance with the terms herein. A no cost extension of the programmatic activities of the related CDC GRANT 6NU38OT000306-02-10 will be requested and is subject to CDC's acceptance and approval for NACCHO to continue to work with Contractor, in compliance with applicable guidance, federal rules and regulations. NACCHO has been approved through "Expanded Authority" to temporarily continue the program while waiting for the extension approval. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties. Year 2 Agreement award is contingent upon NACCHO receiving the approval of no cost extension award from CDC, in which NACCHO will issue a contract modification to extend the period of performance and obligate Year 2 funding to Contractor.

3. PAYMENT FOR SERVICES: In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed $22,573.00. All payments will be made within 30 days of receipt of invoice(s) from Contractor and following approval by NACCHO for approved services, as outlined on Attachment I. Two invoices must be submitted as follows:

Invoice Period	Submission Date	Activities	Deliverables	Amount
YEAR 1				
Invoice #1: POP: February 2021	Feb-21	Confirmation of site training and TA (TTA) needs information	Application with TA needs described; NACCHO's notes from site engagements	$8,794
	Feb-21	Attendance at virtual awardee program kick- off web call (all sites)	Attendance records documented by NACCHO staff	$2,932
	Feb-21	Participation in initial individual/subcohort TA session	Attendance records and notes documented by NACCHO staff and/or TA provider(s)	$2,932
			Invoice #1 due by 2/26/21:	**$14,658**
Invoice #2: POP: March 2021 to July 2021	Mar-21	Submission of initial project action plan	Initial action plan	$1,465
	14-05-21	Submission of interim progress report	Interim progress report	
	All site: March, May, July 2021	Participation in three (3) all-site peer and both (2) individual/subcohort TA sessions	Attendance records and notes documented by NACCHO staff and/or TA provider(s)	$2,932 $3,518
	Indiv./ Subcohort; April, June 2021			
			Invoice #2 due by 7/31/21:	**$7,915**
YEAR 2 - The award is contingent upon NACCHO receiving the approval of no cost extension award from CDC – NACCHO will issue a contract modification to extend the period of performance and increase funding to obligate to Contractor.				
Invoice #3: POP August 2021 to Nov. 2021	All site: Sept. 2021	Participation in one (1) all-site peer learning sessions, at least one (1) individual/subcohort TA session, and the project wrap-up call	Attendance records and notes documented by NACCHO staff and/or TA provider(s)	$4,279
	Indiv./ Subcohort; August-October, 2021			
	Oct-21	Submission of draft project sustainability plan; participation in process and outcome assessment activities	Project plan; attendance records and noted documented by NACCHO staff and/or TA providers	$2,674
	Nov-21	Submission of final action plan, sustainability plan, and progress report	Final action plan, sustainability plan, and progress report	$5,349

	Invoice #3 due by 11/29/21:	**$12,302**

NACCHO award number must be included on all invoices. Unless otherwise expressly stated in this Agreement, all amounts specified in, and all payments to be made under, this Agreement shall be in United States Dollars. The parties agree that payment method shall be made by check, via postage-paid first class mail, at the address for the giving of notices as set forth in Section 24 of this Agreement. Any changes of payment method would require a modification signed by both parties. The final invoice must be received by NACCHO no later than 15 daSys after the end date of the Agreement. Contractor will be given an opportunity to revise as needed but the final revised invoice must be received no later than 30 days after the end date of the Agreement. NACCHO will not accept any invoices past 30 days of the end date of the Agreement.

ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: Contractor shall act as an independent contractor, and Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.

2. PAYMENT OF TAXES AND OTHER LEVIES: Contractor shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.

3. LIABILITY: All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of NACCHO, if the liability, loss, or damage is caused by, or arises out of, the actions of failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor.

   All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.

   In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Contractor and NACCHO in relation to each party’s responsibilities under these joint activities.

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.

5. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.

6. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.

7. INTERFERING CONDITIONS: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.

8. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Contractor shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency.

9. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Contractor, the Chief Executive Officer of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Contractor and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.

10. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.

11. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.

12. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.

13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law's provisions).

14. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.

15. REMEDIES FOR MISTAKES: If work that is prepared by the Contractor contains errors or misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.

16. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), It is the Contractor's responsibility to understand and comply with all requirements set forth therein.

17. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to 2 CFR 200 Subpart D , Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

18. DEBARRED OR SUSPENDED CONTRACTORS: Pursuant to 2 CFR 200 Subpart C, Contractor will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."

19. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Contractor will certify to NACCHO using the required form 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. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2 CFR 200 Subpart F , Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

21. WHISTLEBLOWER PROTECTION: Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing."

22. FUNDING REQUIREMENTS: To the extent applicable Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS CoV-2 or to diagnose a possible case of COVID-19;

    Consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322) and the purpose of this award and the underlying funding, Recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds. CDC will specify in further guidance and directives what is encompassed by this requirement;

    As a recipient of funding by the Department of Health and Human Services (HHS) under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020(P.L. 116-123) agrees to: 1.) Comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2.) In consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (eg., social distancing, home isolation, 3.) Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

23. EXECUTION AND DELIVERY: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.

24. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:

National Association of County and City Health Officials
Attn: Laura Biesiadecki
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 888-0441
Fax (202) 783-1583
Email: lbiesiadecki@naccho.org

With a copy to:
National Association of County and City Health Officials
Attn: Ade Hutapea, LL.M., CFCM
Lead Contracts Administrator
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 507-4272
Fax (202) 783-1583
Email: ahutapea@naccho.org

FOR CONTRACTOR:

Gunnison County
Attn.: Ariel Tidwell
Clinical Manager
200 E Virginia Ave,
Gunnison, CO 81230
Tel (970) 641-7952
Email: atidwell@gunnisoncounty.org

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:

NACCHO:	**CONTRACTOR:**
By : _____	By : _____
Name : Jerome Chester	Name : _____
Title : Chief Financial Officer	Title : _____
Date : _____	Date : _____

Federal Tax ID No.: 84-6000770
DUNS No.: 133115220

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

CONTRACTOR AGREEMENT – ATTACHMENT I

SCOPE OF WORK

Invoice Period	Submission Date	Activities	Deliverables	Amount
YEAR 1				
Invoice #1: POP: February 2021	Feb-21	Confirmation of site training and TA (TTA) needs information	Application with TA needs described; NACCHO's notes from site engagements	$8,794
	Feb-21	Attendance at virtual awardee program kick- off web call (all sites)	Attendance records documented by NACCHO staff	$2,932
	Feb-21	Participation in initial individual/subcohort TA session	Attendance records and notes documented by NACCHO staff and/or TA provider(s)	$2,932
			Invoice #1 due by 2/26/21:	**$14,658**
Invoice #2: POP: March 2021 to July 2021	Mar-21	Submission of initial project action plan	Initial action plan	$1,465
	14-05-21	Submission of interim progress report	Interim progress report	
	All site: March, May, July 2021	Participation in three (3) all-site peer and both (2) individual/subcohort TA sessions	Attendance records and notes documented by NACCHO staff and/or TA provider(s)	$2,932 $3,518
	Indiv./ Subcohort; April, June 2021			
			Invoice #2 due by 7/31/21:	**$7,915**
YEAR 2 - The award is contingent upon NACCHO receiving the approval of no cost extension award from CDC – NACCHO will issue a contract modification to extend the period of performance and increase funding to obligate to Contractor.				
Invoice #3: POP August 2021 to Nov. 2021	All site: Sept. 2021	Participation in one (1) all-site peer learning sessions, at least one (1) individual/subcohort TA session, and the project wrap-up call	Attendance records and notes documented by NACCHO staff and/or TA provider(s)	$4,279
	Indiv./ Subcohort; August-October, 2021			

	Oct-21	Submission of draft project sustainability plan; participation in process and outcome assessment activities	Project plan; attendance records and noted documented by NACCHO staff and/or TA providers	$2,674
	Nov-21	Submission of final action plan, sustainability plan, and progress report	Final action plan, sustainability plan, and progress report	$5,349
			Invoice #3 due by 11/29/21:	**$12,302**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application Approval; Colorado Health Founda

Action Requested: Other County Manager Approval to apply

Parties to the Agreement:

Term Begins: 9/1/2021 **Term Ends:** 8/31/2022 **Grant Contract #:**

Summary:

Colorado Health Foundation Application for Multicultural Resource Services - Community Based Solutions

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
New grant for Public Health, will need to do budget amendment if received. No cost to County.

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 6/17/2021

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

Comments:
I see no legal issues. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 6/18/2021 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/30/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 7/6/2021

Revised April 2015

Colorado Health Foundation Grant- Chris Bui

Deadline: June 15, 2021

Title: Community-Initiated Solutions in Gunnison, Colorado

Proposal Summary (A one- to two-sentence description of your proposal) 500 Character Limit

The goal of this funding is to support Community Leaders who have been engaging with organizations in Gunnison County to provide improved access to health resources, education, housing, and other basic needs. Community Leaders will implement currently identified solutions with support from the Multicultural Resource Services, Health Coalition and in partnership with the Hispanic Affairs Project (HAP).

Age groups targeted:

Children (6-12): 10%

Early childhood (0-5): 5%

Adults (21-54): 70%

Older adults (55+): 5%

Youth (13-20): 10%

Organization Information

Please share the mission statement and a brief history of your organization.

Mission

The mission of the Gunnison County Department of Health and Human Services (DHHS) is to provide culturally-competent advocacy, prevention, protection and support services to families of Gunnison and Hinsdale counties so they can prosper and thrive in a healthy and supportive community.

Provide a brief overview of your organization's current programs, activities and strategic plan.

DHHS offers a variety of resources for the community. These include the Multicultural Resource Services, Medicaid, food assistance, Colorado Works, child protective services, adult protective services, Early Childhood Council, Family Planning, WIC, Immunizations, Health Coalition fiscal sponsorship and assistance with other basic needs. Gunnison County has been working diligently to provide resources to the community in an equitable manner and these services have proven to be important now more than ever with the pandemic.

What is your board's role in fundraising, governance and strategic planning?

The Gunnison County Board of County Commissioners provides governance and strategic planning. The organization provides sound fiscal management.

Gunnison County Strategic Business Plan

Gunnison County's inaugural Strategic Plan was created in 2008 to more closely align the County's operations with the Board of County Commissioner's priorities by providing focused direction to County staff and mechanisms to measure progress. This seventh iteration of the Plan was informed by community outreach, current fiscal and environmental issues, and anticipated service enhancements to address the unique and evolving needs of our community. Most of the strategic results in this Plan align directly to One Valley Prosperity Project strategy (http://www.onevalleyprosperity.com) elements, as noted by the placement of the OVPP logos, and the successful completion of the strategic results within this Plan will involve cooperative and collaborative efforts with other local jurisdictions, agencies and individuals.

Who are your key partners and how do you work with them?

Gunnison County partners with many organizations throughout the community. These organizations include organizations such as: Hispanic Affairs Project, Emigrantes Unidos, Project Hope, Mentors, Gunnison Valley Hospital, Center for Mental Health, Gunnison Food Pantry, Project Hope, City of Gunnison, Western Colorado University, Gunnison School District, Mountain Roots, Health Coalition, and Gunnison Health Foundation. The Gunnison County Health Coalition involves all of these agencies in health related strategic planning and efforts aimed at improving health for all residents.

Cornerstones are the foundation upon which the Colorado Health Foundation's work is based, and that we expect to see reflected in the work of our partners. In the sections below, describe how your organization and your proposal will address each cornerstone.

Health Equity: We do everything with the intent of creating health equity.

What specific health inequities is this work addressing?

The focus of this funding is structured to address health inequities in Gunnison County. Community leaders among Spanish speakers have identified housing, food, healthcare and education as issues they want to address. One consistent issue seen in the community are language barriers. Language barriers affect every aspect of an individual's life. Many problems accessing health, food, housing, and basic needs stem from lack of language access. In many cases this is because there are inadequate translation and interpretation services.

How will these proposed activities address these inequities?

The funding from this grant will be directly used by community members to assist those in need. By providing new signage that is in Spanish we hope to help the Latinx community feel more inclusive and more comfortable navigating what services are available. We will provide more opportunity for

involvement by engaging our local sign company and community members to work together in a focus group to create/design the signs and the language on the signs. This will provide a more inclusive environment for the changes we are trying to bring to the community and will encourage more community members to get involved.

Community members have also expressed the desire to become more involved with local events. To ensure equity for all, we would like to provide headsets for interpretation at these events. These headsets will be used for interpretation services for presentations, school events, city/council meetings, and other community gatherings. This will help to promote more involvement with our Latinx community and provide this population a voice for important community topics.

Many organizations in Gunnison are already collaborating with leaders in the Gunnison-Latinx community but there is a disconnect between organizations. With this funding we plan to contract with 3 or 4 key community leaders who will be paid for their services.

When working with community leaders, we plan to collaborate with the Hispanic Affairs Project organization and Emigrantes Unidos to better engage with the Latinx community. Community leaders are already taking it upon themselves to advocate for members in the community but are not being recognized for their work. This grant will provide funding for these key members in the community to help with outreach, surveys, and assisting at events. This will help to build stronger community bonds within our Latinx community members and organizations in the County.

These community leaders will also be part of the Gunnison County Health Coalition to provide a voice and express concerns within the community. The focus of this funding is to work with the relationships we have already formed within the community to empower community members and address their needs. Organizations in Gunnison are working to address health inequities and we hope to further that work with the assistance of community leaders.

Who We Serve: We serve Coloradans who have less power, privilege and income, and prioritize Coloradans of Color

Please describe the people that your organization seeks to serve. Include socioeconomic information, as well as demographic or any other information that you think is important.

Please share with us any other information you use (e.g., needs assessments, census data, community conversations, etc.) to help you understand the context, needs or perspectives of the people or communities you plan to serve.

This project is aimed at people with Low English Proficiency in Gunnison County, which primarily includes immigrants from Spanish speaking countries.

Gunnison County's geographical area is composed of 3,260 square miles. It is the fifth largest county in Colorado, extending to the vast areas of the Rocky Mountains and isolated rural towns such as Marble, Ohio City, Pitkin, and Crested Butte. According to the US census, the population of Gunnison County is comprised of 54% female, 46% male, 9.4% Latino, 13% over 65, 5.4% with a disability, and 14.7% living in poverty. This funding will be used to serve the Latinx community in Gunnison, Colorado. Currently there are 1,700 members of Gunnison County that identify as being part of the Latinx community.

Community-informed: We are informed by the community and those we exist to serve.

How does your organization engage with the community it serves?

The funding will be used to serve a wide range of ages from newborns to older adults. The needs for this population vary drastically and for this reason we would like to keep the funding broad to address the assortment of concerns. Key community leaders will assist in focus groups to help address the more pressing issues and help to decide what is prioritized within our community. Gunnison Health and Human Services is working diligently to engage with the community. The Multicultural Resource Coordinator is responsible for addressing inequities and barriers within the community and can help individuals with resources throughout the community.

Currently, Devan Haney, is working in this position and has formed relationships with other organizations such as the Hispanic Affairs Project and Emigrantes Unidos to better collaborate with the Latinx community in Gunnison County. This has shown to be beneficial with providing outreach and resources to the community. Additionally, Devan is working to engage with Spanish speaking students at Western Colorado University to encourage young adults to get involved in the community as well.

How did feedback and input from the community you plan to serve contribute to this proposed work?

Emigrantes Unidos has engaged with the Multicultural Resource Services throughout the years, aiding in efforts to provide a voice to community decision-makers and the various organizations that provide services to Gunnison County. Prior to apply to this funding opportunity, key community leaders met with Devan to discuss concerns currently being discussed in the community. Many topics were brought up, most involving basic needs and lack of assistance for our Latinx community. This group discussed ideas such as a welcome packet/liaison for new Spanish speaking community members, a health fair for children/parents, and empowering community leaders to help at events and with outreach during emergencies in the community. There is always discussion on what is the best way to reach our Spanish speaking community and consistently the answer is with word of mouth from trusted community leaders. For this reason, we would like to address this inequity by empowering our community leaders.

Proposed Activities

If applying through a funding opportunity, please continue to refer to and clearly demonstrate within the application how you meet the criteria listed in the funding opportunity that you are applying under. Individual criteria for each funding opportunity can be found on our website.

For the proposed work, describe what you will do and how you will do it? What is the timeline for this work and what are the major milestones that will ultimately lead to your desired results? What evidence have you used to decide that this approach may be effective in addressing the issue you are tackling? (10,000 characters)

The strategic plan for this funding will begin with contracting with 3 to 4 community leaders within the Latinx community. We already have connections with many individuals in the community and have strong relationships with community members who engage at County events. The partnership with these community members will be formed through the Hispanic Affairs Project and Emigrants Unidos to better form a strong community collaboration. Both of these organizations have strong ties within the community and are trusted resources for the Latinx community. The individuals who are appointed as community leaders will be key players in how the funding is spent.

The focus will be to have these individuals initiate events and educational workshop that are structured around what the community desires and needs. The community leaders will assist with engagement through surveys at events and helping with outreach to ensure we have equitable turn out.

These individuals will also be part of the Gunnison Health Coalition to provide a voice for the Spanish speaking community and express concerns seen from this population. Additionally, these individuals have expressed interest in assisting their community in times of crisis. For this reason, the County and City of Gunnison will utilize these community members in times of crisis and will provide trainings to help with their professional growth.

This funding will also be used to provide universal signage in Gunnison. We plan to create bilingual signage throughout Gunnison. We will begin this process by holding 4 focus group with our community leaders to identify areas that need increased signage in Spanish. Once we have identified areas in need of signage, we will have our community leaders work with a local sign company to help create/design the new signage and ensure that appropriate language is used for the signs. This will provide an opportunity for inclusivity for both our Latinx community and the local sign company. Community members have also expressed the desire to become more involved with local events. To ensure equity for all, we plan to provide headsets for interpretation at these events. These headsets will be used for interpretation services for presentations, school events, city/council meetings, and other community gatherings. This will help to promote more involvement with our Latinx community and provide this population a voice for important community topics.

Method for Tracking Your Impact

Thinking of the health inequities you described above, what is the specific impact you are hoping to have through your grant activities?

If your program provides direct services, how many unique individuals do you expect to serve?

The goal from this funding is to better address health inequities in Gunnison County. The key result from this work will be a strong Gunnison-Latinx voice that will be present throughout the community. Bilingual Signage will increase. Interpretation will be offered at more civic and coalition meetings.

How will you know whether this work has been successful in achieving what you hoped it would?

This will be accomplished by contracting with the Hispanic Affairs Project and community leaders to address concerns seen in this specific population. Headsets will assist in ensuring that language barriers are being addressed at events and that input is being received from the Spanish speaking

population. Additionally, bilingual signage throughout the community will provide a more inclusive environment for all community members and will help individuals to navigate in the community more efficiently. The signs will be developed by community members to ensure that they are labeled appropriately and make sense to the population that they are targeted for. Additionally, these community members will work with a local sign company in Gunnison to help design the signs and provide an opportunity for inclusiveness in the community. The focus of this funding is to have the changes be initiated by community leaders with assistance from organizations to promote engagement. We will follow the lead of these community members to ensure that the work we are doing is reflective of what they want. The Latinx community has already expressed multiple concerns within the community when it comes to inequities. This grant will work to help address those concerns and will fund the individuals who are already working to make positive changes.

Financial Information

What are the major funding sources for your organization and for the work you are proposing?

If this is a collaborative effort or partnership, who are the partners contributing to the project?

What is the long-term funding strategy for this proposed work?

The Multicultural Resource Services has multiple funding streams. Currently there are some internal HHS funding to provide interpreting for the Human Services and Public Health services. Additionally, funding includes grants from the City of Gunnison, Early Childhood Council, Delta Dental and COVID 19 related funding. Funding for community engagement is written in for many of the grants for public health.

Partners:

Hispanic Affairs Project (HAP) – The Hispanic Affairs Project is a nonprofit organization working to promote the integrations of Latino immigrants in Western Colorado through leadership development, advocacy, and providing essential services.

Emigrantes Unidos- Emigrantes Unidos is a nonprofit organization in Gunnison, Colorado that works to provide information and resources for the immigrant community. This group has played a huge role in connecting the Latinx community to services and information in the community.

City of Gunnison- The purpose of the City of Gunnison is to provide outstanding public service to our residents, Western students, and guests so they can experience a safe, prosperous, and welcoming mountain community that embraces it natural surroundings.

Long-term funding Strategy:

Gunnison County and the Health Coalition will continue to fundraise through grants for health equity related projects through out the community. The successful collaboration of multiple agencies through the work of the Health Coalition and the systems set up through this grant will (with the addition of sustainability planning) hopefully yield sustainable funding for efforts such as these.

In order to submit your application, please upload the documents listed below.

Required Documents for All Applications (further guidance available here):

Line-Item Budget Form (required template available here): attached Excel

Budget narrative:

Direct Costs:

Personnel:

$50,000 Multicultural Resource Services Coordinator .75 FTE plus fringe benefits

Programming/Project Cost:

$16,220:

Hold 4 focus groups with community members to identify areas for increased signage in Spanish. $800 ($200 for each focus group for food/giftcard)

Create signage in Spanish for Gunnison County $10,000

Headsets for translations services for presentations, city/school's council meetings, and other community meetings = $4,000

Office Supplies $100

Equipment (Ipads for surveys, 4)- $1320

Administrative Costs Related to the Program:

75% of the annual computer costs @$3,000 per year = $2,250

Other Costs:

Consultants:

Contracted staff time $25/hr x 3 hrs/week x 52 weeks = $6,500 x 4 individuals = $15,600

Trainings for contracted staff (professional development) $1,000 x 4 trainings = $4,000

Cost = $88,070

Demographic Data Form (required template available here): attached Excel

Board of Directors List (please include the organizational affiliation for each member)

Director of Health and Human Services:

Joni Reynolds

220 N Spruce St.

Gunnison, CO 81230

970-641-3244

Joni.reynolds@state.co.us

County Commissioners:

Liz Smith

200 E. Virginia Ave

Gunnison, CO 81230

Jonathan Houck, Commissioner

200 E. Virginia Ave

Gunnison, CO 81230

Roland Mason

200 E. Virginia Ave

Gunnison, CO 81230

Key Staff List (please include a description of the qualifications and track record of the individuals who will be managing and performing the activities proposed)

Devan Haney

Multicultural Resource Officer

970-641-3244

dhaney@gunnisoncounty.org

Community Leaders from the Latinx Community

Marketa Zubkova

Hispanic Affairs Project

970-209-1807

marketa@hapgj.org

Cinthia Saenz

Emigrantes Unidos

970-901-5976

gabcyn28@hotmail.com

Ricardo Esqueda

City of Gunnison County

970-901-7628

REsqueda@gunnisonco.gov

Organization's Current Annual Operating Budget (revenues and expenses for your organization's current fiscal year)

- **Planned Attachment: 2021 Budget for HHS**

Organization's Most Current Financial Statements (interim income statement and balance sheet through the most recently closed month-end of current year)

- **Planned Attachment: April 2021 for HHS**

Organization's Most Recent Completed Audited Financial Statements or Financial Review (if your organization does not have either, please upload a document letting us know

- **Web Link to most recent audit**

The Colorado Health Foundation Line-Item Budget

Organization Name: Gunnison Health and Human Services

Proposal Title: Community-Initiated Solutions in Gunnison, Colorado

Please fill in amounts only for year(s) for which you are requesting funding.

Proposal Revenue	Total Project Budget			
	Year 1	Year 2	Year 3	Total
The Colorado Health Foundation Request	$88,070.00	$94,470.00	$102,470.00	$285,010.00
Government Grants				$0.00
Foundation Grants				$0.00
Individual Support				$0.00
Corporate Support				$0.00
Special Events				$0.00
Earned Revenue				$0.00
Contract Revenue				$0.00
In-kind				$0.00
Total Revenue	$88,070.00	$94,470.00	$102,470.00	$285,010.00

Proposal Expenses	Total Project Budget				Request to The Colorado Health Foundation				
	Year 1	Year 2	Year 3	Total	Year 1	Year 2	Year 3	Total	
Direct Costs (each item to be detailed in the Budget Narrative)									
General Operating				$0.00				$0.00	
Program/Project				$0.00				$0.00	
Personnel	$50,000.00			$50,000.00	$50,000.00	$52,000.00	$55,000.00	$157,000.00	.75 FTE Devan
Programming/Project Costs	$16,220.00			$16,220.00	$16,220.00	$16,220.00	$16,220.00	$48,660.00	
Administrative costs related to program	$2,250.00			$2,250.00	$2,250.00	$2,250.00	$2,250.00	$6,750.00	Computer costs
Capital				$0.00				$0.00	
Total Direct Costs	$68,470.00	$0.00	$0.00	$68,470.00	$68,470.00	$70,470.00	$73,470.00	$212,410.00	
Other Costs (each item to be detailed in the Budget Narrative)									
Consultants	$19,600.00			$19,600.00	$19,600.00	$24,000.00	$29,000.00	$72,600.00	Contract with HAP for Community Leaders and Trainer Cost
Fiscal Sponsor's Fee (if applicable)				$0.00				$0.00	
Indirect Costs (reserved for universities) - max 10% (if applicable)				$0.00				$0.00	
Total Other Costs	$19,600.00	$0.00	$0.00	$19,600.00	$19,600.00	$24,000.00	$29,000.00	$72,600.00	
GRAND TOTAL COSTS	$88,070.00	$0.00	$0.00	$88,070.00	$88,070.00	$94,470.00	$102,470.00	$285,010.00	

updated 01/27/2020

The Colorado Health Foundation Line-Item Budget and Budget Narrative Instructions

PROPOSAL REVENUE

Please enter approved and pending sources of revenue for each year for which you are requesting funds from The Colorado Health Foundation. All revenue must be tied to your specific request (general operating, program/project, capacity building or capital). For example, if you are requesting funds from The Colorado Health Foundation to support a specific program/project, please include all approved and pending revenue to support that program/project. Total revenue should tie to total expenses.

Colorado Health Foundation

Include the amount that you are requesting from the Foundation for each year of the request.

Foundation Grants

Include additional approved and pending Foundation grants to support the program/project (or organization in the case of general operating grants) for each year you are requesting funding. For example, if you are requesting funds for two years, include projections for Foundation grants for year one and year two.

In the Budget Narrative, please describe the Foundation grant sources (e.g., the name of the foundation, the amount and whether the grant is approved or pending).

Individual Support

Include individual donor funds dedicated to support the program/project (or organization in the case of general operating grants) for each year for which you are requesting funding. For example, if you are requesting funds for two years, include projections for individual support for year one and year two.

Corporate Support

Include corporate donor funds dedicated to support the program/project (or organization in the case of general operating grants) for each year for which you are requesting funding. For example, if you are requesting funds for two years, include projections for corporate support for year one and year two.

In the Budget Narrative, please describe the corporate grant sources (e.g., the name of the corporation, the amount and whether the grant is approved or pending).

Special Events

Include net profits from events dedicated to support the program/project (or organization in the case of general operating grants) for each year for which you are requesting funding.

In the Budget Narrative, please describe each event (e.g., the name of event, date to be held, the amount and whether revenue is confirmed or pending).

Earned Revenue
Include dollars your program/project (or organization in the case of general operating grants) derives from its operations.

Contract Revenue
Include dollars your program/project (or organization in the case of general operating grants) derives from outside contracts.

In-Kind
Enter costs that are provided or donated at no actual cost to the project/program (or organization in the case of general operating grants). This includes any staff that donate time, facilities (in the form of rent/lease expenses), supplies, computer, or any others listed in the Administrative or Program types of costs.

PROPOSAL EXPENSES

DIRECT COSTS

General Operating

This line-item is reserved for general operating requests. Please note, The Colorado Health Foundation will only award general operating requests to organizations whose mission directly aligns with our vision and outcome areas. Requests can include day-to-day activities or ongoing expenses such as administrative salaries and benefits, utilities, office supplies, technology maintenance, etc., as well as for project costs, technology purchases and professional development.

In the far-right side of the spreadsheet, please enter the portion of general operating funds you are requesting from The Colorado Health Foundation.

In the Budget Narrative, document each line-item within your general operating request. For example, for administrative salaries and benefits, be sure to list each position, %FTE, accompanying salaries and fringe benefits.

Program/Project Costs

Personnel

In the case of program and project requests, please enter the total salaries and benefits of persons who are directly employed to support the proposed program or project. This does not include consultants or contract workers who are not considered regular employees of the organization.

In the far-right side of the spreadsheet, please enter the portion of program/project personnel funds you are requesting from The Colorado Health Foundation.

In the Budget Narrative, document each position including %FTE, accompanying salaries and fringe benefits applied in the request.

Program Costs

Please enter costs directly associated with delivering your program's services (e.g., outreach, marketing, meetings, conferences, travel, etc.). If requesting capacity-building support, include these costs in the programming/project costs and give a detailed explanation of expenses in the Budget Narrative. Bbe sure to include all related personnel costs within the personnel line-item above. There is also a section below to input related administrative costs.

In the far-right side of the spreadsheet, please enter the portion of program/project funds you are requesting from The Colorado Health Foundation.

In the Budget Narrative, include specifics of program costs related to the request (e.g., total dollars for outreach activities, total meeting costs, etc.).

Administrative Costs Related to Program

Please enter administrative costs that are directly attributable to delivering your program's services (e.g., lease/rent, office materials, phone, computers) and administering the grant.

In the far-right side of the spreadsheet, please enter the portion of related administrative costs you are requesting from The Colorado Health Foundation.

In the Budget Narrative, separate costs and add justifications.

Capital

This line-item is reserved for capital and equipment requests to include bricks and mortar; permanent fixtures added either to the structure or real estate; or significant equipment needs. If you have questions about what to include in this line-item, please contact the Foundation

OTHER COSTS

Consultants:

Please enter costs for contract workers who are not regular employees of the organization, such as a board development consultant who is brought in for a specific time-limited purpose.

Fiscal Sponsor Fee (if applicable):

If you have questions about fiscal sponsor arrangements, please contact the Foundation.

Indirect Costs (If applicable) :

This line-item is reserved for colleges and universities only. The Foundation allows a maximum of 10 percent of direct costs and does not pay indirect costs on consultants/subcontracts or equipment. A federally negotiated indirect rate does not qualify for indirect costs to be supported by the Foundation.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; ....

Action Requested: Other Acknowledge County Manager Signature

Parties to the Agreement: APC Southern Construction and Gunnison County

Term Begins: June 11, 2021 **Term Ends:** 7/30/2021 **Grant Contract #:**

Summary:

This contract is for the paving of CR #811(Washington Gulch) from CR #317 to the end of existing asphalt.

Fiscal Impact: $510,225.00

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 7/2/2021

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

Comments:
Reviewed and appears legally sufficient. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 6/29/2021 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/2/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 7/6/2021

Revised April 2015

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") is made and entered into this 11th day of June, 2021, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Ave., Gunnison, CO 81230 ("Gunnison County") and APC Southern Construction Co. LLC, whose address is 14802 W. 44th Avenue, Golden, CO 80403 ("Contractor").

RECITALS

WHEREAS, the Contractor desires to provide services according to this Agreement as identified in the Scope of Work, attached and incorporated as Appendix A ("Services"); and

WHEREAS, Gunnison County desires to engage Contractor to provide such Services pursuant 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 in Appendix A. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on June 11, 2021 and shall terminate on July 30, 2021 (the "Term"), unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its quality of paved roads strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Five Hundred Thirty-Eight Thousand Three Hundred and No/100 U. S. Dollars ($538,300.00) (the "Compensation"). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

5. SUBJECT TO ANNUAL APPROPRIATIONS. *[This section shall only apply if the term in Section 2 is longer than one year.]*

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to Section 15 of this Agreement.

6. INSURANCE.

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

a. 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.

7. INDEPENDENT CONTRACTOR.

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

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

8. INDEMNIFICATION.

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

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

9. SOLE SOURCE CONTRACTS. *[This section shall only apply if this is a sole source contract or contract with the State of Colorado and exceeds $100,000.00 annually.]*

If the Contractor has entered into a sole source contract or contracts with the State of Colorado or any of its political subdivisions as defined in Article XXVIII of the Colorado Constitution, which including this contract in the aggregate on an annual basis is/are equal to or exceed the amount of $100,000.00, then the following provisions apply:

a. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Contractor, on behalf of itself , any person who controls ten percent or more of the shares of or interest in the Contractor, and the Contractor's officers, directors and trustees (collectively, the "Contract Holder") shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contractor Holder or on behalf of his or her immediate family member and for the benefit of any political party or

for the benefit of any candidate for any elected office of the state or any of its political subdivisions.

b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.

c. The parties agree that if a Contract Holder intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that Contract Holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years.

d. These provisions shall not apply to the extent they have been enjoined or invalidated by a court of competent jurisdiction.

10. 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.

11. 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.

12. ADA COMPLIANCE.

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

13. 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.

14. 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.

15. 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 Appendix A.

16. NOTICES.

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

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

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

Contractor: APC Southern Construction
14802 W. 44th Avenue
Golden, Colorado 80403

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.

17. 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.

18. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

19. 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.

20. 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.

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

COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____
Vice President

Appendix A

1. This project is an overlay on County Road 811 (Washington Gulch Road). The section of road to be paved extends from the intersection of County Road 317 (Gothic Road) and County Road 811 (Washington Gulch Road) to the end of the paved section on County Road 811 (Washington Gulch Road). It is a distance of 2.4 miles. The bid form includes a section to bid a 2" overly at 22' wide and an alternate to bid a 2" overlay at 24' wide.
2. Traffic control will be provided by Gunnison County Public Works Department.
3. Gunnison County will provide four (4) trucks for hauling asphalt at no charge to the successful bidder.

CONTRACTOR'S BID PROPOSAL

BID FORM

DATE: 6/10/2021

TO: Gunnison County Public Works Department
195 Basin Park Drive
Gunnison, Colorado 81230

Pursuant to your "Invitation to Bid" for asphalt purchase, placement and compaction the undersigned submits the following bid. Per ton price to include all costs including but not limited to, the cost of product, placement and compaction.

BID SCHEDULE (2" overlay at 22' wide)

Item	Contract Item Description	Unit	Quantity	Unit Price	Amount
1	Rem Asphalt Mat (Planing)	SY	500	**$16.75**	**$8,375.00**
2	HMA (Patching) (Asph)	TON	25	**$220.00**	**$5,500.00**
3	HMA (Gr SX)(75)(PG 58-28)	TON	3,500	$119.00	**$416,500.00**
4	Emul Asph (SS)	GAL	1,900	$3.50	**$6,650.00**
5	Mobilization	LS	1	$25,000.00	$25,000.00
6	Pavement Marking Paint (High Build)	GAL	250	$50.00	$12,500.00

TOTAL BID AMOUNT: $474,525.00

BID SCHEDULE – ALTERNATE A (2" overlay at 24' wide)

Item	Contract Item Description	Unit	Quantity	Unit Price	Amount
1	Rem Asphalt Mat (Planing)	SY	500	**$16.75**	**$8,375.00**
2	HMA (Patching) (Asph)	TON	25	**$220.00**	**$5,500.00**
3	HMA (Gr SX)(75)(PG 58-28)	TON	3,800	$119.00	**$452,200.00**
4	Emul Asph (SS)	GAL	1,900	$3.50	**$6,650.00**
5	Mobilization	LS	1	$25,000.00	**$25,000.00**
6	Pavement Marking Paint (High Build)	GAL	250	$50.00	**$12,500.00**

TOTAL BID AMOUNT (Alternative A): **$510,225.00**

Bids will be accepted via mail or delivery service to Gunnison County Public Works Department, 195 Basin Park Drive, Gunnison, CO 81230; or faxed to 970-641-8120; or emailed to mcrosby@gunnisoncounty.org and dferchau@gunnisoncounty.org until 5:00 p.m., June 10, 2021.

Estimated completion date: 7/30/2021.

APC Southern Construction Co. LLC
Company Name

Theodore DeKowzan
Digitally signed by Theodore DeKowzan
Date: 2021.06.10 14:44:02 -06'00'
Authorized Company Representative

6/10/21
Date

Bond No. 107429582

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

APC Southern Construction Co., LLC
14802 West 44th Avenue
Golden, CO 80403

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

Mailing Address for Notices
One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Gunnison County, Colorado
200 E. Virginia Avenue
Gunnison, CO 81230

CONSTRUCTION CONTRACT
Date: June 11, 2021

Amount: $ $510,225.00 (Five Hundred Ten Thousand Two Hundred Twenty-five And No/100)

Description: Overlay on County Road 811 (Washington Gulch Road), Gunnison County, CO
(Name and location)

BOND
Date: June 11, 2021
(Not earlier than Construction Contract Date)

Amount: $ $510,225.00 (Five Hundred Ten Thousand Two Hundred Twenty-five And No/100)

Modifications to this Bond: [X] None [ ] See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
APC Southern Construction Co., LLC

Signature: James MacDonald
Name and Title: Vice President

SURETY

Company: *(Corporate Seal)*
Travelers Casualty and Surety Company of America

Signature:
Name and Title: Jessica Jean Rini, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Holmes, Murphy and Associates, LLC
7600 East Orchard Road, Suite 230 South
Greenwood Village, CO 80111
(720) 458-5755

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

Bond No. 107429582

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)
APC Southern Construction Co., LLC
14802 West 44th Avenue
Golden, CO 80403

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices
One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Gunnison County, Colorado
200 E. Virginia Avenue
Gunnison, CO 81230

CONSTRUCTION CONTRACT
Date: June 11, 2021

Amount: $ $510,225.00 (Five Hundred Ten Thousand Two Hundred Twenty-five And No/100)

Description: Overlay on County Road 811 (Washington Gulch Road), Gunnison County, CO
(Name and location)

BOND
Date: June 11, 2021
(Not earlier than Construction Contract Date)

Amount: $ $510,225.00 (Five Hundred Ten Thousand Two Hundred Twenty-five And No/100)

Modifications to this Bond: [X] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
APC Southern Construction Co., LLC

Signature:
Name and Title: Vice President

SURETY
Company: *(Corporate Seal)*
Travelers Casualty and Surety Company of America

Signature:
Name and Title: Jessica Jean Rini, Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Holmes, Murphy and Associates, LLC
7600 East Orchard Road, Suite 230 South
Greenwood Village, CO 80111
(720) 458-5755

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- **.1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- **.2** have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jessica Jean Rini** of **GREENWOOD VILLAGE**, **Colorado**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11th** day of **June**, **2021**

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

Client#: 33295 ASPPAVPC2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/11/2021

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

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

PRODUCER
Holmes Murphy -Colorado
7600 East Orchard Rd, Ste 230 S
Greenwood Village, CO 80111

CONTACT NAME: Colleen Luther
PHONE (A/C, No, Ext): 720-458-5744 FAX (A/C, No):
E-MAIL ADDRESS: CLuther@holmesmurphy.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Great American Insurance Company	16691
INSURER C : Travelers Indemnity Company	25658
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
APC Southern Construction Co., LLC
dba APC Southern
14802 West 44th Avenue
Golden, CO 80403

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		GLO388894115	05/01/2021	05/01/2022	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$5,000
	POLICY X PRO-JECT LOC						PERSONAL & ADV INJURY	$2,000,000
	OTHER:						GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
								$
A	AUTOMOBILE LIABILITY	X		BAP388894215	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			TUE405725115	05/01/2021	05/01/2022	EACH OCCURRENCE	$15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$15,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC388895815	05/01/2021	05/01/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Lease/Rent Equip			QT6603E975253	05/01/2021	05/01/2022	$1,000,000/$1,000 ded	
C	Sched Equip			QT6603E975253	05/01/2021	05/01/2022	ACV less $1,000 ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Gunnison County is included as Additional Insured as respects General Liability and Auto Liability as required by written contract.

CERTIFICATE HOLDER
Gunnison County
200 E. Virginia Ave
Gunnison, CO 81230

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

AUTHORIZED REPRESENTATIVE
Craig Merten

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD
VALL2

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 3888941-15	05/01/2021	05/01/2022		79631000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:
Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   Primary and Noncontributory insurance

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

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

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 3888941-15	05/01/2021	05/01/2022		79631000	$ **INCL**	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ASPHALT PAVING CO.
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

© Insurance Services Office, Inc., 2011

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 3888941-15	Effective Date: 05/01/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

   Primary and Noncontributory insurance

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

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

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ASPHALT PAVING CO.

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):
ONLY THOSE PERSONS OR ORGANIZATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

© Insurance Services Office, Inc., 2011

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, EXCEPT WHERE PROHIBITED BY LAW

© 1983 National Council on Compensation Insurance.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item:

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and Colorado DOLA

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

Summary:

Signature needed for DOLA Recovery Roadmap MOU.

Fiscal Impact: NA

Submitted by: Loren Ahonen **Submitter's Email Address:** lahonen@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: Discharge Date: 6/24/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/30/2021

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

Agenda Date: 7/6/2021

Revised April 2015

TO: Board of County Commissioners

FROM: Loren Ahonen, Temporary Disaster Recovery Coordinator

CC: Matthew Birnie, County Manager

DATE: 6/23/21

SUBJECT: Regional Resiliency and Recovery Roadmaps Project

Previously, Gunnison County and the One Valley Leadership Council (OVLC) applied to Colorado DOLA for their Regional Resiliency and Recovery Roadmaps project funded by the U.S. Economic Development Administration (EDA). The Recovery Roadmap program offers technical assistance and resources to help communities engage the long-term recovery process arising from the systemic impacts associated with the COVID-19 pandemic.

Recently, DOLA announced the 16 regional teams that were chosen to participate in the program. Gunnison County's application was accepted on behalf of a regional team including the stakeholders from the OVLC.

Through the Recovery Roadmap, Gunnison County will be paired with a consultant team and also have access to a data/research assistant to gain additional clarity on the socio-economic challenges facing our community as we emerge from the pandemic.

Locally, our partners see this as a resource to help expedite informed action to remediate socio-economic challenges exacerbated by the pandemic.

As part of the formalization of the application, Gunnison County must sign a Memorandum of Understanding with DOLA. In summary, the MOU indicates that Gunnison County will develop economic recovery and resiliency plans that are tailored to our community and subsequently participate and produce data for a statewide "Reimagining the Rural Economy – Data Analysis & Guidance" project.

Additionally, there are some reporting procedures to address the EDA requirements. These will be handled by the Temporary Disaster Recovery Coordinator.

There is no cash contribution or financial match required from Gunnison County.

The full MOU is attached here for reference.

MEMORANDUM OF UNDERSTANDING
Version 6/22/21

This document describes the agreed-upon responsibilities and expectations between the State of Colorado Department of Local Affairs (DOLA) and Gunnison County (henceforth, "REGIONAL COMMUNITY TEAM LEAD") for the technical assistance services to be provided under the Regional Resiliency and Recovery Roadmaps Project (henceforth, "PROJECT").

Whereas DOLA has partnered with State agencies including the Office of Economic Development and Tourism (OEDIT) and the Colorado Department of Labor and Employment (CDLE) along with the nonprofit Community Builders (henceforth, "STATE PARTNERSHIP TEAM") in order to execute awarded funds from the U.S. Economic Development Administration ("EDA") to lead regional, resilient, economic recovery planning and provide technical assistance to communities in Colorado. Each resiliency and recovery roadmap plan will be developed through a one-on-one consultant (henceforth, ROADMAP CONSULTANT) that is paired with the REGIONAL COMMUNITY TEAM LEAD to develop the plan in Year 1.

Whereas the REGIONAL COMMUNITY TEAM LEAD has gathered the expressed approval of partnering with all of those listed in "Appendix A: Letters of Support" to form the full "REGIONAL COMMUNITY TEAM."

SCOPE OF WORK

The REGIONAL COMMUNITY TEAM LEAD applied to the PROJECT by the deadline of May 13, 2021 and was selected to participate in the PROJECT on June 9, 2021. As a project participant, the REGIONAL COMMUNITY TEAM LEAD agrees to actively engage in the PROJECT, and participate through completion.

During this PROJECT, relevant REGIONAL COMMUNITY TEAM staff and other key stakeholders will participate in the following major phases of the PROJECT:

1. Introductory Groundwork Sessions led by the STATE PARTNERSHIP TEAM and partners
2. Development of economic recovery and resiliency plans specific to each REGIONAL COMMUNITY TEAM
3. "Reimagining the Rural Economy - Data Analysis & Guidance"
4. Roadmap implementation and reporting

DELIVERABLES

Successful completion of the PROJECT will result in the adoption by the REGIONAL COMMUNITY TEAM of a Regional Roadmap to expedite and shape the recovery from COVID-19 within the region and build long-term resiliency.

By undertaking this project, the REGIONAL COMMUNITY TEAM acknowledges that the project process, results, and any work product developed may be included on the Roadmaps to Recovery website to inform the work of other Colorado communities.

DOLA ROLES AND RESPONSIBILITIES

Under this agreement, DOLA serves as the Regional Resiliency and Recovery Roadmaps project administrator and fiscal sponsor. DOLA is responsible for the following:

1. Work with STATE PARTNERSHIP TEAM, participate in, and execute the resiliency and recovery support activities related to the development of the regional roadmaps plans and PROJECT to set the REGIONAL COMMUNITY TEAMS up for implementation success.
2. Manage the recruiting, selection, pairing, and payment of ROADMAP CONSULTANTS that will work with each REGIONAL COMMUNITY TEAM.
3. Provide ongoing educational support, clearinghouse support, and direct assistance on resilience-building strategies to the REGIONAL COMMUNITY TEAM and seek resources to support regional roadmap implementation.
4. Provide materials and communications with and for the REGIONAL COMMUNITY TEAM as needed to support overall project implementation.
5. Clearly communicate the reporting needs and assist the REGIONAL COMMUNITY TEAM in timely reporting requirements.

REGIONAL COMMUNITY TEAM ROLES AND RESPONSIBILITIES

Under this Agreement, the REGIONAL COMMUNITY TEAM LED is responsible for the following:

1. Serve as the primary points of contact for facilitating communication between the STATE PARTNERSHIP TEAM, partners, and the REGIONAL COMMUNITY TEAM.
2. Actively participate in all phases of the economic recovery and resiliency plans, as well as required reporting, for the full EDA grant time period as detailed in the “Time Period” section below.

To maintain the project budget and schedule, a DOLA Regional Project Manager shall be assigned to the REGIONAL COMMUNITY TEAM and included in all communication with the REGIONAL COMMUNITY TEAM. The REGIONAL COMMUNITY TEAM shall not direct the ROADMAP CONSULTANT to carry out tasks or expend hours without the prior approval of the DOLA Regional Project Manager.

FUNDING

This PROJECT is funded by the Economic Development Administration (EDA). Such funds have been allocated to this PROJECT in recognition of the importance of coordinated planning and implementation from the impacts of COVID-19. The REGIONAL COMMUNITY TEAM is not required to provide any match funding to participate in this program.

DOLA manages the EDA funds related to this project. All activities in the project shall be conducted in accordance with EDA and State of Colorado rules and regulations. No funds shall be paid to the REGIONAL COMMUNITY TEAM for participation in the PROJECT.

TIME PERIOD

This Agreement shall remain in effect from date of signature by all parties through completion of the PROJECT, unless modified in writing before that date.

COMPLIANCE WITH LAW

In connection with the activities rendered under this Agreement, DOLA and the REGIONAL COMMUNITY TEAM agree to abide by all federal, state and local laws, ordinances, and regulations.

CONFLICT RESOLUTION

If DOLA and the REGIONAL COMMUNITY TEAM cannot reach agreement under any dispute, they agree to use senior management from both parties to settle the dispute and to make final decisions.

TERMINATION

By signing this Agreement, the REGIONAL COMMUNITY TEAM commits to participating, in good faith, in the entirety of this PROJECT. Completion of the PROJECT is defined as approving, adopting, or operationalizing the strategies developed as part of the PROJECT.

Termination of participation in this project can be initiated by the REGIONAL PROJECT TEAM or by DOLA if the other party has breached their responsibilities under this Agreement (see Roles and Responsibilities sections above). Termination must be made in writing to or by the DOLA Regional Project Manager or the REGIONAL PROJECT TEAM'S lead applicant and must specify the breach in responsibilities made by the other party.

GOVERNING LAW

This Agreement will be construed in accordance with, and all actions arising hereunder will be governed by the laws of the State of Colorado.

SIGNATURES

GUNNISON COUNTY

_____ _____

Matthew Birnie, Gunnison County Manager Date

STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS

_____ _____

[Marguerite Harden, Local Resiliency Manager] Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item:

Action Requested: Other Acknowledgment of CM Signature

Parties to the Agreement:

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

Summary:

This agreement is for the National Wetland Condition Assessment for 2021. Asking for acknowledgement of CM signature on 6/30/2021

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 appears legally sufficient. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 6/30/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/1/2021

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

Agenda Date: 7/6/2021

Revised April 2015

CNHP-CSU LAND ACCESS AGREEMENT

Permission to Access Land, and Collection/Dissemination of CNHP Data

This CHNP Land Access Agreement documents the agreement by and between Board of County Commissioners of Gunnison County, CO (landowner) and the Board of Governors of the Colorado State University System, acting by and through Colorado State University for the use and benefit of the Colorado Natural Heritage Program (CNHP-CSU), that CNHP representatives have requested, and have been granted, permission to enter the properties described below (herein referred to as "Property") owned, managed and/or occupied by the landowner. CNHP has requested access for the purposes described below that are related to the CNHP's research at Colorado State University.

The landowner and CNHP-CSU agree as follows:

1. Description of Property. This agreement concerns the following property: That parcel of land owned by the Board of County Commissioners of Gunnison County, CO, as recorded with the Gunnison County Clerk at reception no. 503043 and reception no. 503044.

2. Effective Dates. This agreement shall be effective beginning on May 15, 2021 and shall be in effect for a period of 5 months.

3. Purpose. This agreement applies to CNHP-CSU, for the purpose of conducting the following activities:

   a. Survey the research point **NWCA21-CO-10017** denoted on attached map.
   b. Survey takes 1-2 days on a day during above time period on a day approved by landowner.

   This agreement shall be non-exclusive and non-transferable, and can be terminated upon written notice to CNHP-CSU.

4. Disclosure. Prior to CNHP-CSU's entry onto the Property, Landowners agree to disclose any dangerous or hazardous conditions on the Property, or any other conditions on the Property of which CNHP-CSU should reasonably be made aware.

5. Liability. Each party to this Agreement agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law. Liability of CNHP-CSU and of the Board of County Commissioners of Gunnison County, CO is at all times herein strictly limited and controlled by the provisions of the Colorado Governmental Immunity Act, C.R.S. secs. 24-10-101, *et seq.* as now or hereafter amended. Nothing in this Agreement shall be construed as a waiver of the protections of said Act by either party. CNHP-CSU acknowledges that entry onto the Property is also subject to an access agreement as Landowner has existing agricultural leases in place covering the Property with third party tenants. CNHP-CSU releases the Landowners and any existing tenants of the Property from all liability

or responsibility for injury that CNHP-CSU representative(s) may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the Landowners' or any existing tenants of the Property failure to exercise reasonable care with respect to dangers of which the Landowners and existing tenants of the Property actually knew). CNHP-CSU expressly acknowledges the existing tenants of the Property and use of Property for agricultural purposes, including but not limited to livestock grazing. Landowner and any existing tenants make no representations to CNHP-CSU regarding such uses and CNHP-CSU expressly assumes all risk associated with entering the Property currently used for agricultural purposes and releases Landowner and any tenants of the Property from all liability or responsibility related to the pre-existing agricultural use.

6. Non-Assignment. CNHP-CSU shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Landowners. Any such conveyance in violation of this paragraph shall deem this agreement null and void.

7. Collection and Dissemination of Data. The Landowners acknowledge that the activities described in this agreement to access the land may include collection of natural or environmental conditions and location data concerning plant and animal species found on the Property. The Landowners consent to CNHP-CSU's use of such data for research, service and educational purposes, without limitation or restriction. CNHP-CSU may store and disseminate such data in any manner consistent with such purposes and in accordance with CNHP-CSU's data distribution policy. CNHP-CSU may claim copyright protection for publication of such data. To the extent permitted under applicable laws, including the Colorado Open Records Act, C.R.S. § 24-72-101, et seq. and other applicable public disclosure law, CNHP-CSU shall use reasonable efforts to maintain confidentiality of the Landowners and of the data collected from the Property.

6. Non-Assignment. CNHP-CSU shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the landowner(s). Any such conveyance in violation of this paragraph shall render this agreement null and void.

7. Collection and Dissemination of Data. The landowner(s) acknowledge(s) that the activities described in this agreement to access land may include the collection of natural or environmental conditions location data concerning plant and animal species found on the Property. The landowner(s) consent(s) to CNHP-CSU's use of such data for research, service and educational purposes, without limitation or restriction. CNHP-CSU may store and disseminate such data in any manner consistent with such purposes and in accordance with CNHP's data distribution policy. CNHP may claim copyright protection for publication of such data. To the extent permitted under applicable laws, including the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.* and other applicable public disclosure law, CNHP-CSU shall use reasonable efforts to maintain confidentiality of the landowner and of the data collected from the Property.

The parties enter into this agreement on this 30th day of June, 2021.

The landowner(s) consent(s) to CNHP's request are subject to the completion of this agreement, as indicated by signatures below:

Landowner(s):

Primary contact/owner:

By: _____

Name: Matthew Birnie

Gunnison County Manager
200 E. Virginia Avenue
Suite 104
Gunnison, CO 81230
(970) 641-0248
mbirnie@gunnisoncounty.org

Additional owner(s):

Rick Lamport

Gunnison-Crested Butte Regional Airport
Airport Manager
Administrative Offices
519 Rio Grande Avenue
Gunnison, CO 81230
(970) 641-2304
rlamport@gunnisoncounty.org

CNHP-CSU representative(s):

By: _____

Name: Lewis Messner

Colorado Natural Heritage Program
Colorado State University
254 General Services Building
Fort Collins CO 80523
(810) 772-1329
Lewis.Messner@colostate.edu

By: _____

Name: David G. Anderson

Colorado Natural Heritage Program
Colorado State University
249 General Services Building
Fort Collins CO 80523
(970) 491-6891

Colorado State University

_____

Lynn Johnson
Vice President for University Operations

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item:

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

contract for janitorial work at the Blackstock building

Fiscal Impact: 48,788

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 6/30/2021

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

Comments:
Legally sufficient. Kudos to Facilities for employing the CAO-approved standard form. MRH

Reveiwed by: Discharge Date: 6/24/2021 Certificate of Insurance Required

Yes (•) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/1/2021

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 7/6/2021

Revised April 2015

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") is made and entered into this 15th day of July, 2021, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Ave., Gunnison, CO 81230 ("Gunnison County") and Bethany Montlary, whose address is P.O. Box 1412, Gunnison, CO 81230 ("Contractor").

RECITALS

WHEREAS, the Contractor desires to provide services according to this Agreement as identified in the Scope of Work, attached and incorporated as Appendix A ("Services"); and

WHEREAS, Gunnison County desires to engage Contractor to provide such Services pursuant 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 in Appendix A. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on July 15th, 2021 and shall terminate on July 15th, 2023 (the "Term"), unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its clean and safe facilities 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 Fourty three thousand and one hundred and No/100 U. S. Dollars ($48,788.00) (the "Compensation"). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

5. SUBJECT TO ANNUAL APPROPRIATIONS. *[This section shall only apply if the term in Section 2 is longer than one year.]*

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to Section 15 of this Agreement.

6. INSURANCE.

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

a. 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.

7. INDEPENDENT CONTRACTOR.

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

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

8. INDEMNIFICATION.

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

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

9. SOLE SOURCE CONTRACTS. *[This section shall only apply if this is a sole source contract or contract with the State of Colorado and exceeds $100,000.00 annually.]*

If the Contractor has entered into a sole source contract or contracts with the State of Colorado or any of its political subdivisions as defined in Article XXVIII of the Colorado Constitution, which including this contract in the aggregate on an annual basis is/are equal to or exceed the amount of $100,000.00, then the following provisions apply:

a. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Contractor, on behalf of itself , any person who controls ten percent or more of the shares of or interest in the Contractor, and the Contractor's officers, directors and trustees (collectively, the "Contract Holder") shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contractor Holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.

b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.

c. The parties agree that if a Contract Holder intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that Contract Holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years.

d. These provisions shall not apply to the extent they have been enjoined or invalidated by a court of competent jurisdiction.

10. 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.

11. 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.

12. ADA COMPLIANCE.

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

13. 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.

14. 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.

15. 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 Appendix A.

16. NOTICES.

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

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

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

Contractor: Bethany Montlary
P.O. Box 1412, Gunnison, CO 81230

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

17. 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.

18. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

19. 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.

20. 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.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth Smith, Commissioner

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: Bethany Montlary

APPENDIX "A"

SCOPE OF SERVICES

D/H

Exhibit A
REVISED Janitorial Scope of Services (6/14/21)
Gunnison County Blackstock Government Center

DAILY DUTIES:

- Empty wastebaskets
- Scan walls/doors, clean obvious spots
- Sweep and dust mop Lobby (wet mop as needed)
- Disinfect water fountains
- Clean entrance doors and glass
- Wipe all counter tops, faucets, handles and soap dispensers with disinfectant
- Clean all sinks
- Restrooms
    - Clean and disinfect toilets and urinals; bowls, seats, stool, and flush handles.
    - Wet mop floors
    - Clean sinks, countertops, disinfect faucet and handles
    - Clean tile walls and partitions, disinfect door handles/latch
    - Replenish restroom supplies

Weekly Duties

- General dusting and spider web cleaning; baseboards, bookcases, top of file cabinets, windows,...all dust collecting surfaces and tops of walls where spider webs accumulate
- Wet mop all hard floors
- Weekly Rotation of all offices: Disinfect all touch points; door handles/bars, hand rail, light switches, telephones, key boards, mouse, wipe down desks (do not disturb items on desk), vac under desks

B/M

Monthly

- Vacuum upholstered furniture
- Clean blinds as needed

Annual Duties

- Clean light fixture diffusers
- Treat and polish all wood doors, trim, and window sills with lemon oil.
- Deep clean all tile floors, walls and doors

Additional services - to be authorized and priced as needed, work not to commence until authorized.

- Shampoo upholstered furniture
- Shampoo all carpets including offices
- Strip travertine floors in Lobby and re-seal or wax.

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:

This grants access to Flying Wolf Ranch LLC to grant a non-exclusive, perpetual access to a part of Mystery Lane

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 appears legally sufficient. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 7/2/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/2/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: DCM Report

Agenda Date: 7/6/2021

Revised April 2015

Recording requested by and after recording return to:

Michael C. Dawson, Esq.
Michael C. Dawson LLC
120 N. Taylor Street
P.O. Box 179
Gunnison, CO 81230

ACCESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of July, 2021 by and between the **BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO**, whose address is 200 East Virginia, Gunnison, CO 81230 ("Grantor"), as the owner of the real property set forth in Exhibit A, Gunnison County, Colorado, and **FLYING WOLF RANCH, LLC**, a Colorado limited liability company, 2660 Walnut Street, Denver, CO 80205 ("Grantee"), as the owner of the property set forth in Exhibit B, Gunnison County, Colorado.

Grantor owns the property formerly known as Shady Island resort, on which the private road Mystery Lane is located. Mystery Lane provides access to the Clines Homesites and Grantee's property from State Highway 135, and has been used as a private road providing access for over forty (40) years. Grantor desires to grant a non-exclusive access easement to Grantee to use the existing private road described and shown in Exhibit C.

For and in consideration of the sum of ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has on this date granted, bargained, conveyed, delivered, transferred and sold and by these presents does grant, bargain, convey, deliver, transfer and sell to Grantee, its successors and assigns, a fully paid, non-exclusive, perpetual access easement (the "Easement"), to enter, pass and repass, upon, over, through and along a portion of Grantor's real property described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"). The exact location of the Easement is more particularly described on Exhibit C attached hereto and incorporated herein by reference.

Grantor represents and warrants to Grantee that: Grantor is the sole and lawful owner and is in peaceful possession of the Property; Grantor has good and marketable title to convey the Easement; the Easement is wholly within the Property; no known grants, claims or encumbrances exist that directly conflict with Grantee's use of the Easement as contemplated by this Agreement; and that Grantor has full right and authority, including any requsite corporate or governmental authority, to enter into and deliver to Grantee this Easement. Grantor reserves the right to make full use of the Easement, provided such use does not interfere with the full enjoyment and use of the Easement by Grantee.

Grantee shall indemnify and hold harmless Grantor, including successors and assigns, from any and all claims, costs and fees arising or alleged to arise from use of the Easement.

If any provision of this Agreement shall be held to violate any applicable law or unenforceable for any reason, the invalidity or unenforceability of any such provision shall not invalidate or render unenforceable any other provision hereof, which shall remain in full force and effect.

No change or modification to this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No purported or alleged waiver of any of the provisions of this Agreement shall be binding or effective unless in writing and signed by the party against whom it is sought to be enforced.

Grantor and Grantee covenant and agree, for themselves and their respective successors and assigns, to execute such other documents, and take such further actions, as may reasonably be requested by the other in order to carry out the provisions of this Agreement, including without limitation, in the event the applicable local recorder's office shall refuse or otherwise fail to record this instrument, the execution of another instrument granting the easement herein described in form acceptable for recording.

The covenants, terms, conditions and provisions contained herein shall run with the land and shall be binding upon Grantor and all subsequent owners of the Property and shall inure to the benefit of and be binding upon Grantee and all subsequent owners of the Grantee's property, and its successors and assigns.

IN WITNESS WHEREOF, this Agreement is executed and effective as of the date first written above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By:_____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy County Clerk

FLYING WOLF RANCH, LLC,
a Colorado limited liability company

By:_____
Name:
Title:

STATE OF COLORADO)
) ss.
County of _____)

The foregoing was acknowledged before me this ___ day of _____, 2021, by _____ as _____ of Flying Wolf Ranch, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

EXHIBIT A
Grantor Property

ALL OF SHADY ISLAND, AS SHOWN ON THE PLAT THEREOF RECORDED IN THE RECORDS OF GUNNISON COUNTY, COLORADO MAY 27, 2017 UNDER RECEPTION NO. 646197.

County of Gunnison,
State of Colorado.

EXHIBIT B
Grantee Property

A TRACT OF LAND LOCATED IN THE NE¼ OF SECTION 24 AND IN THE SE¼SE¼ OF SECTION 13, ALL IN TOWNSHIP 50 NORTH, RANGE 1 WEST OF THE N.M.P.M., SAID TRACT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER (BRASS CAPPED) OF SAID SECTION 24, THEN ALONG THE DIAGONAL LINE BETWEEN THE CENTER OF SAID SECTION 24 AND THE NORTHEAST CORNER OF SAID SECTION 24 APPROXIMATELY SOUTH 45° WEST 126.3 FEET TO THE INTERSECTION OF SAID DIAGONAL LINE AND THE CENTERLINE OF THE SOUTHEAST CHANNEL OF THE GUNNISON RIVER, SAID INTERSECTION BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE PROCEEDING AROUND THE TRACT ALONG SAID RIVER CENTERLINE, SOUTH 19°58' WEST 191.0 FEET, AND SOUTH 22°50' WEST 467.8 FEET, AND SOUTH 22°06' WEST 363.8 FEET, AND SOUTH 26°21' WEST 221.7 FEET, AND SOUTH 50°30' WEST 190.2 FEET; THENCE, LEAVING SAID RIVER CENTERLINE, NORTH 86°31' WEST 595.1 FEET TO A POINT NOW MARKED BY A REINFORCING BAR AND CAP BUT PREVIOUSLY MARKED BY AN IRON PIPE SET IN THE GUNNISON RIVER AT THE APPROXIMATE LOCATION OF THE SOUTHWEST CORNER OF THE NE¼NE¼ OF SAID SECTION 24, SAID POINT ALSO BEING ON THE ABOVE DESCRIBED DIAGONAL LINE; THENCE NORTH 21°55' WEST 47.5 FEET TO A POINT, SAID POINT BEING MARKED, AS ARE EACH OF THE NEXT 7 ANGLE POINTS, BY A 5/8 INCH STEEL REINFORCING BAR 2 FEET LONG DRIVEN IN THE GROUND AND HAVING A ONE INCH ALUMINUM CAP; THENCE NORTH 88°52' WEST 249.9 FEET TO THE EASTERLY BOUNDARY OF THE HARMEL TRACT AS DESCRIBED IN DEED RECORDED APRIL 9, 1965 IN BOOK 380 AT PAGE 45 OF THE RECORDS OF GUNNISON COUNTY, COLORADO; THENCE ALONG SAID EASTERLY BOUNDARY FOR THE NEXT 5 COURSES:
NORTH 41°14' EAST 540.6 FEET;
THENCE NORTH 47°25' EAST 448.7 FEET;
THENCE NORTH 40°57' EAST 380.5 FEET;
THENCE NORTH 27°10' EAST 62.4 FEET;
THENCE NORTH 5°47' EAST 286.4 FEET;
THENCE SOUTH 83°18' EAST ALONG THE SOUTHERLY LINE OF A TRACT DESCRIBED BY INSTRUMENT RECORDED APRIL 9, 1965 IN BOOK 380 AT PAGE 44 OF SAID RECORDS, 344.5 FEET;
THENCE SOUTH 45° EAST 193.3 FEET TO ABOVE DESCRIBED DIAGONAL LINE;
THENCE APPROXIMATELY NORTH 45° EAST ALONG SAID LINE 25.8 FEET TO THE POINT OF BEGINNING,

COUNTY OF GUNNISON,
STATE OF COLORADO.

EXHIBIT C
Legal description and Map of Easement

Access easement description within Shady Island property

A tract of land within the NE1/4 of Section 24, Township 50 North, Range 1 West, New Mexico Principal Meridian, Gunnison County, Colorado, also being within the Shady Island property according to the plat thereof, recorded at Reception No. 646197 in the records of Gunnison County, more particulalrly described as follows:

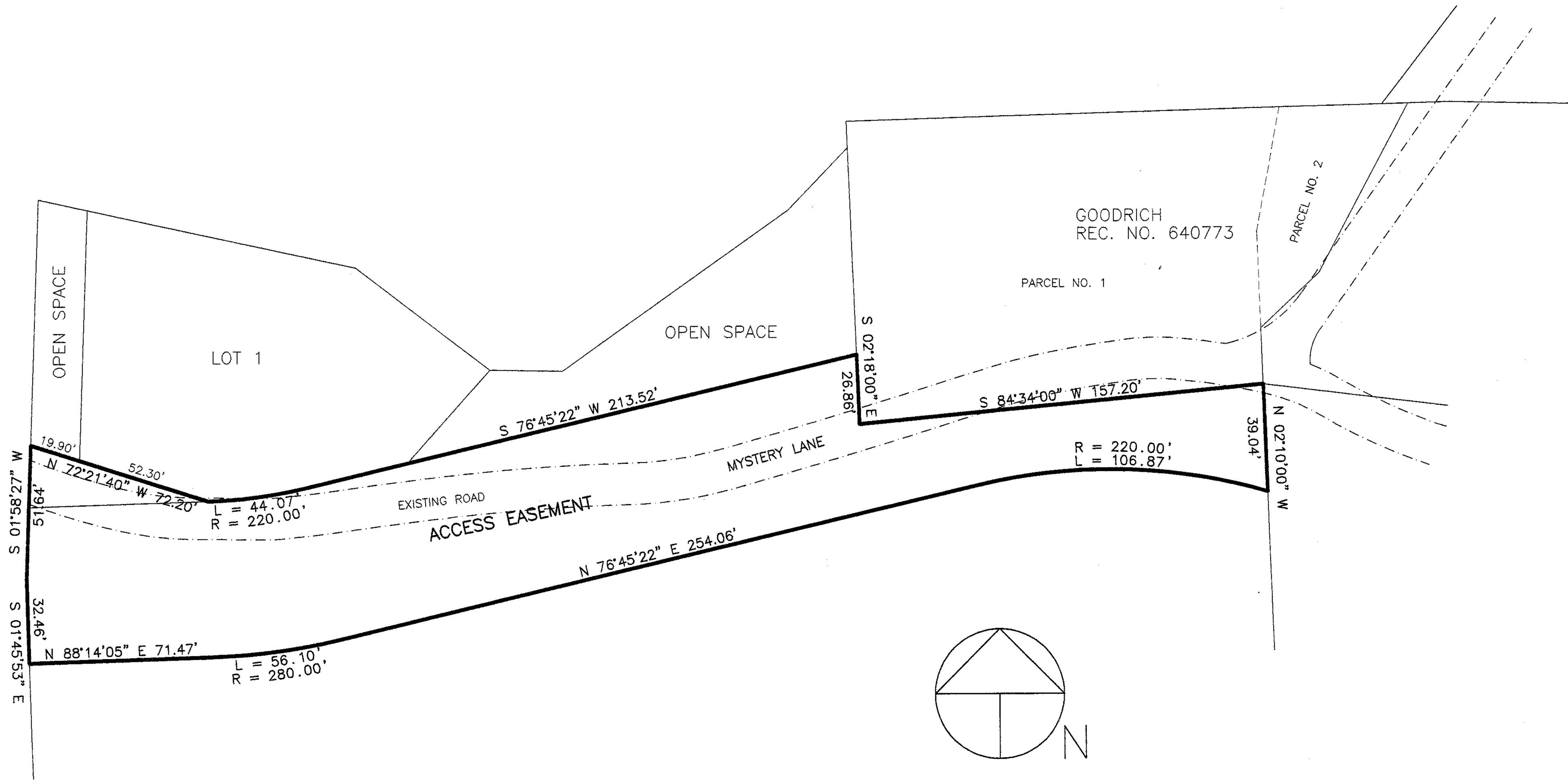
Commencing at the southwest corner of Mystery Lane as shown on said Shady Island plat, the POINT OF BEGINING, thence the following courses:

1. North 88°14'05" East 71.47 feet along the south boundary of said Mystery Lane;
2. 56.10 feet along said boundary, along the arc of a curve to the left, said curve having a radius 280.00 feet;
3. North 76°45'22" East 254.06 feet along said boundary;
4. 106.87 feet along said boundary, along the arc of a curve to the right, said curve having a radius 220.00 feet, to the east boundary of said Mystery Lane;
5. North 02°10'00" West 39.04 feet along said east boundary to the northeast corner of said Mystery Lane;
6. South 84°34'00" West 157.20 feet along the north boundary of said Shady Island property;
7. North 02°18'00" West 26.86 feet along the east boundary of said property to the north boundary of said Mystery Lane;
8. South 76°45'22" West 213.52 feet along said boundary;
9. 44.07 feet along said boundary, along the arc of a curve to the right, said curve having a radius 220.00 feet;
10. North 72°21'54" West 52.30 feet along the south boundary of Lot 1 of said Shady Island;
11. North 72°21'54" Westt 19.90 feet to the west boundary of said Shady Island;
12. South 01°58'27" West 51.64 feet along said boundary;
13. South 01°45'53" East 32.46 feet along said boundary to the POINT OF BEGINNING.

21-1-3
PEARSON SURVEYING
GUNNISON, CO 81230
970-641-2910

ACCESS EASEMENT

WITHIN SHADY ISLAND PROPERTY
GUNNISON COUNTY, COLORADO



21-1-3
PEARSON SURVEYING
GUNNISON, CO 81230
970-641-2910

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item:

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

The street vacation public notice was incomplete. The hearing should be opened and continued to 7/220/21 at 8:50 AM.

Fiscal Impact:

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:
It is our understanding that PW is in the process of addressing some minor notice and application issues; therefore, we concur in its recommendation to continue this hearing.

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 7/1/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/1/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 7/6/2021

Revised April 2015

GUNNISON COUNTY PUBLIC WORKS DEPARTMENT

195 Basin Park Drive
Gunnison, CO 81230

NOTICE OF PUBLIC HEARING REGARDING PETITION TO VACATE A PORTION OF A CERTAIN STREET IN SOMERSET, COLORADO

The Board of County Commissioners of Gunnison County, Colorado, will hold a public hearing regarding the petition filed by Clifford Brewer and Jedediah Brown to vacate a portion of a certain street in Somerset, Colorado. The portion of the street that the petitioners seek to have vacated is described as follows:

> A portion of 10th Street adjacent to Lots 2 and 3, Block 1, (168.65 feet in length), part of Section 8 & Section 17, Township 13 South, Range 90 West, Sixth Principal Meridian in Somerset, Colorado, located in Gunnison County.

The public hearing will be held on **July 6, 2021, at 8:50 a.m. in the Commissioners Room, Gunnison County Courthouse, 200 East Virginia Avenue, Gunnison, Colorado.** The public is invited to attend and participate.

/s/ Marlene Crosby
Public Works Director

Addendum #1:
This public hearing will be opened July 6, 2021 at 8:50am then immediately continued to July 20, 2021 at 8:50a.m.

Publish as a Legal Notice for the weeks of June 21, 2021 and June 28, 2021 in the Gunnison Country Times and CB News.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado State University (CSU) Subdivision of Wil

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado State University

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

Summary:

Planning commission has approved a recommendation with conditions to the Board. Colorado State University (CSU) proposes to subdivide the existing Wilson Subdivision that is approximately 18.6 acres into two new parcels, located at 1141 State Highway 135.

Fiscal Impact:

Submitted by: Rachel Sabbato **Submitter's Email Address:** rsabbato@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Reviewed and appears legally sufficient. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 6/29/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/30/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 20

Agenda Date: 7/6/2021

Revised April 2015

Gunnison County Community Development Department
Offices of Planning, Building and Environmental Health
221 N. Wisconsin St., Ste. D
Gunnison, CO 81230
Phone: (970) 641-0360 Fax: (970)641-8585

June 23, 2021

TO: **Board of County Commissioners**
Matthew Birnie, County Manager
Emilee Gaebler, Deputy County Attorney

FROM: **Rachel Sabbato**
Land Use Planner

SUBJECT: **Colorado State University Wilson Subdivision**
LUC-21-00013
Planning Commission Recommendation

A joint public hearing was conducted by the Planning Commission and Board of County Commissioners on April 2, 2021. No public comments or concerns were received during the public notice. Additionally, there has not been a substantial amount of public interest and no new issues have been identified. Based on this information staff recommends that the Board need not conduct a public hearing.

The Gunnison County Planning Commission approved a Recommendation of conditional approval of the COLORADO STATE UNIVERSITY WILSON SUBDIVISION on May 21, 2021, and forwarded said Recommendation to the Board of County Commissioners for their review.

Attachments:
Planning Commission Recommendation
Board Resolution
Plat for BOCC signature on July 6th. This will not get recorded until the DIA is executed.

TO: **Planning Commission**

SUBJECT: **Planning Commission Recommendation**
Colorado State University, Fred Haberecht
LUC-20-00013

DATE: **June 24, 2021**

PREPARED BY: **Rachel Sabbato, Land Use Planner**

At its regular meeting on May 21st, 2021 Andy Sovick was seated and the Planning Commission unanimously approved the following Minor Impact Recommendation, motioned by Vince Rogalski and seconded by Melanie Miller.

PROJECT DESCRIPTION:

Colorado State University (CSU) proposes to subdivide the existing Wilson Subdivision that is approximately 18.6 acres into two new parcels, located at 1141 State Highway 135. These parcels are indicated as Lot 1 (the southern lot) and Lot 2 on the Plat. One main entrance will provide access for both lots and will be located across State Highway 135 from Clark Blvd. Water supply will be by central well and augmentation water from the Upper Gunnison River Water Conservancy District and sewer by connection to the North Gunnison Sewer line. The intent of Colorado State University, the applicant, is to retain Lot 2 (15.13 acres) for the purpose of relocating the Colorado State Forest Service office currently located at Western Colorado University. Current structures will remain and new uses include interior remodel of the existing single-family residence to office spaces. The Colorado State Forest Service is the lead state agency that approves Community Wildfire Protection Plans (CWPP's). CSU supports the development and implementation of CWPP'S with our local field experts and our Colorado Wildfire Risk Assessment data. Staff in local field offices have the skills, expertise, established partnerships and relationships necessary to provide service in informing, planning and implementing activities that reduce community risk to wildfire and help ensure healthy resilient forests. A previously proposed greenhouse has been removed from the application.

The intent of Colorado State University, the applicant, is to sell Lot 1 (3.50 acres) to the Valley Housing Fund (VHF) for the purpose of land banking and ultimately the development of affordable housing. No specific development type, site plan, or product has been determined as of this application. It is the intent of the VHF to apply to the City of Gunnison for annexation of this parcel as soon as possible. If denied annexation, the VHF would return to Gunnison County Community Development and discuss what option for development would be possible in the county for affordable housing. At the time of development for Lot 1, the landowner shall complete a Land Use Change with Gunnison County.

A gap in title has been identified for a narrow strip of land outside the western property line and a quiet title action has been initiated to resolve the issue. No impacts to the current application are anticipated. The resolution of the quiet title action is not contemplated as part of this review to include a third legal, subdivided parcel.

The subject parcel is legally described as Southwest ¼, Section 25, Township 50 North, Range 1 West N.M.P.M., 1141 State Highway 135, Gunnison Colorado.

PLANS/REPORTS/SUBMITTALS:

Plans, reports, letters and other submittal documents informing this decision include, but are not limited to:

- Plat of the Wilson Subdivision – Filing No. 1 dated February 17, 2021 by All County Survey, Stephen Jessoe, P.L.S.
- CDOT State Highway Access permit, dated March 27, 2019.
- CDOT Driveway Access Plan CSU, dated March 12, 2019
- Colorado State Forest Service Site Drainage Plan, dated August 2020
- Colorado State Forest Service Parking Operations Diagram, dated April 28, 2020
- CSU ALTA Survey with sewer taps, dated July 2018
- Phase I Environmental Site Assessment, June 14, 2018
- Colorado Division of Water Resources letter, dated July 14, 2020
- New site map titled, "Drainage and landscaping plan" dated September 18, 2020 by CSU Facilities Management.
- Colorado State Forest Service Proposed Agricultural Use Narrative, dated November 25, 2020.

IMPACT CLASSIFICATION:

The project, by definition, is a Minor Impact pursuant to *Section 6-102: Projects Classified as Minor Impact Projects A. 2-4 units that are subdivision lots and H. New Commercial Use.*

MEETING DATES:

The Planning Commission and the Board of County Commissioners held work sessions and a joint public hearings to discuss the application on the following dates:

- September 4, 2020 Work Session
- October 16, 2020 Site Visit followed by a brief work session
- February 16, 2021 Work Session
- April 2, 2021 Joint Public Hearing
- April 16, 2021 Continued Joint Public Hearing
- April 30, 2021 Continued Joint Public Hearing
- May 21, 2021 Continued Joint Public Hearing

SITE VISIT:

A site visit conducted with Planning Commission members on October 16, 2020. Responses from commissioners included;

- AJ Cattles was impressed by the site-this would be a buffer between the highway and the residential. He liked the screening and asked how tall the vegetation will get.
- Jack Diani liked the way the site is set up- the space for offices, shop area and stable. He was able to get a feel for the location of the second lot.

- Vince Rogalski was impressed by the size of the site, including the grazing fields and the second lot. He also reiterated Cattles and Diani comments.

PUBLIC HEARING:

The Planning Commission conducted a joint public hearing on April 2, 2021 with the Board of County Commissioners. It has been continued to April 16, 2021. No public comments were received.

REVIEW AGENCY REFERRAL COMMENTS:

A copy of the complete application was sent via electronic mail on June 25, 2020 to the following agencies: Gunnison County Public Works, Gunnison County Building Department, City of Gunnison, Colorado Parks and Wildlife, Colorado Department of Transportation, City of Gunnison Fire Marshall, Colorado Division of Water Resources. Comments from the agencies and are noted in the applicable sections below.

COMPLIANCE WITH APPLICABLE SECTIONS OF THE *GUNNISON COUNTY LAND USE RESOLUTION:*

Section 9-100: *Uses Secondary to a Primary Residence.*
Not applicable. No secondary uses are proposed.

Section 9-200: *Special Residential Uses.*
Not applicable.

Section 9-301: *Commercial and Industrial Uses.*
Applicable. **Section 9-301:D. General Standards.** The applicant is proposing to utilize the existing, vacant single family residence at 1141 State Highway 135 for the purpose of relocating the Colorado State Forest Service office currently located at Western Colorado University. Current structures will remain, and adaptation to the new use involves interior remodels of the existing single-family residence and shop building. Exterior changes proposed other than site clean-up and new signage for the church. No semi or large truck deliveries will be needed. The proposed nonresidential use is required to comply with the applicable standards of this Section.

1. **NON-RESIDENTIAL ACCESSORY USES.** Applicable, the applicant proposes an office and support areas relative to the nonresidential use.
2. **FOOD SERVICE REQUIREMENTS.** Not applicable, no food service is proposed.
3. **ELECTRICAL DISTURBANCES.** Not applicable, no electrical disturbances are proposed or expected.
4. **FIRE AND EXPLOSIVE HAZARDS.** Not applicable, no fire and explosive hazards are proposed or expected.
5. **GLARE AND HEAT.** Not applicable, no glare or heat from commercial operations are proposed or expected.
6. **EXTERIOR LIGHTING.** Applicable, whenever exterior lighting is installed in commercial or industrial development, it shall be designed and installed so that all direct rays are confined to the site and adjacent properties are protected from glare, and shall comply with the applicable standards of Section 13-114: *Exterior Lighting*.
7. **ODORS**. Not applicable, no odors are proposed or expected.
8. **RADIOACTIVITY**. Not applicable, no radioactivity is proposed or expected.

9. **VIBRATION**. Not applicable, no vibration is expected or proposed.
10. **NOISE.** Not applicable, no noise is proposed to exceed 55 dbA as outlined in Table 2, Maximum Permissible Noise Levels for Commercial and Industrial Uses.

Section 9-400: *Exploration, Extraction and Processing of Minerals and Construction Materials.*
Not applicable.

Section 9-508: Keeping of livestock not on an agricultural operation.
Applicable. Proposed agriculture uses of the parcel include agricultural uses as defined in Section 2-102.
Agricultural uses of the parcel include: the boarding of horses, grazing of cattle and hay harvesting. Other uses of the parcel include: education, outreach and research. The use of the parcel for agriculture and land stewardship education, outreach and research involve potential collaborative partners with the Colorado State Forest Service. Those potential collaborative partners include:
• CSU extension
• 4-H
• CPW
• WSU
• USFS
• BLM
• Non-profit partners
• Gunnison county (noxious weed management)
• City of Gunnison

Potential collaborative uses for agriculture and land stewardship education outreach and research include:
- Educational workshops (tree pruning, planting, range).
- Demonstration sites (noxious weeds, grazing management, tree planting, pruning) internships.
- Research projects.

Section 9-600: Essential Housing
Not applicable. No essential housing is proposed.

Section 10-102: *Locational Standards for Residential Development.*
Not applicable. No residential development is proposed.

Section 10-103: *Residential Density.*
Not applicable. No residential development is proposed.

Section 10-104: Locational standards for commercial, industrial or other non-residential uses.
Applicable. **Section 10-104:A.2.a. and 10-104:B.2.**
The Colorado State Forest Service is the lead state agency that approves Community Wildfire Protection Plans (CWPP's). CSU supports the development and implementation of CWPP'S with our local field experts and our Colorado Wildfire Risk Assessment data. Staff in local field offices have the skills, expertise, established partnerships and relationships necessary to provide service in informing, planning and implementing activities that reduce community risk to wildfire and help ensure healthy resilient forests. Since 1955, the Colorado

State Forest Service has protected the forest resources of Colorado from fire, insects and disease. CSU have been providing forestry assistance to the citizens of Gunnison County for 65 years. Per the *Gunnison County Land Use Resolution* definition, **PUBLIC SERVICES AND FACILITIES** means those services and facilities provided by a public entity or public utility (including, but not limited to, any municipality, county, or special district) including, but not limited to, roads, trails, schools, wastewater treatment, water treatment and distribution, solid waste disposal, storm drainage, health care, law enforcement, fire protection, emergency medical services, social services, recreational services, libraries, and government and administrative services, facilities, and personnel, cultural facilities, public transportation, electric, gas, and telephone utilities.

A. APPLICABILITY. This Section shall apply to all proposed commercial, industrial and other non-residential land use changes except for the following:

1. **AGRICULTURAL OPERATIONS.** Agricultural operations, including farm or ranch stands.
2. **PUBLIC FACILITIES OR UTILITIES.** Essential public facilities including fire protection, emergency medical service or law enforcement facilities and utilities shall be exempt, if the decision-making body finds:
    a. **ESSENTIAL TO PUBLIC WELFARE.** That the proposed facilities or utilities are essential to public health, safety and welfare;

The Colorado State Forest Service project is consistent with the intent of the Three Mile Plan per **10-104:B.2.**

B. PRIMARY LOCATIONAL STANDARD. Proposed commercial, industrial and other non-residential development shall be reviewed for its location relative to existing development. In order of priority, this new growth should be located:

1. **ADJACENT TO INCORPORATED MUNICIPALITY.** A proposed commercial, industrial, or other non-residential development should be located adjacent to a municipal boundary on land that qualifies for annexation into the municipality by meeting the criteria of the Colorado Municipal Annexation Act, C.R.S. 31-12-101.
2. **CONSISTENT WITH A MUNICIPAL THREE MILE PLAN AREA.** When the proposal is for development located within a municipal three-mile plan area, the development proposal shall address how it comports with the objectives and policies of the applicable municipal three-mile plan. The County shall consider how the proposed development has addressed those objectives and policies, and any further intergovernmental agreement between the County and the municipal government regarding the three-mile plan area. Where there is a conflict between the objectives or policies of a three-mile plan or the intergovernmental agreement, and County standards, County standards shall apply.

This proposal is within and aligns with the City of Gunnison's Three Mile Plan. In an email dated, June 11, 2020 Anton Sinkewich, City of Gunnison Community Development Director stated, "*While I cannot ensure a successful annexation (this will require more extensive interdepartmental review), I can clearly state that as a recommendation of the Comprehensive plan, the North sub-area is recommended for future expansion of the city, and I believe the proposal sent is compatible with the community's ideas about future expansion to the north. Additionally, affordable housing is a major focus of both the newly adopted comprehensive plan, and the City Council's strategic plan. Therefore, I believe that a request to facilitate such a project as described by VHF will be seriously considered.*

There is also support for the University/ Forest Service adaptive re-use of the existing house on the site."

In a letter from the City of Gunnison Planning and Zoning Commission dated February 10, 2021 it states, *"Based on the existing Three-Mile Map, the property is designated as Moderate Density Residential and is located inside the Urban Growth Boundary. Lot 2 will be used by Colorado State University for relocating Colorado State Forest Service office that is currently located at Western Colorado University. Current structures will remain an be remodeled. The City recognizes the structure on the property is currently a vacant "ranchette" and would be acceptable for the relocation of the Colorado State Forest Service."*

Section 11-103: *Development in Areas Subject to Flood Hazards*.
Not applicable. No development is proposed within the 100-year floodplain.

Section 11-104: *Development in Areas Subject to Geologic Hazards*.
Not applicable. No development is proposed within a geologic hazard area.

Section 11-105: *Development in Areas Subject to Wildfire Hazards.*
Not applicable. No development is proposed within a wildfire hazard area.

Section 11-106: *Protection of Wildlife Habitat Areas.*
Applicable. A Gunnison Sage-grouse Habitat Site Specific Analysis was completed July 1, 2020 by Aleshia Rummel, Gunnison Conservation District Wildlife Biologist. The analysis states that this proposal will not adversely impact the Gunnison Sage-grouse or their habitats.

Section 11-107: *Protection of Water Quality*.
Not applicable. No development is proposed within 125 feet of a waterbody.

Section 11-108: *Standards for Development on Ridgelines.*
Not applicable. No development is proposed on a ridgeline.

Section 11-109: *Development That Affects Agricultural Lands.*
Not applicable. No development is proposed that would affect agricultural lands.

Section 11-110: *Development of Land Beyond Snowplowed Access*.
Not applicable. No development is proposed on land beyond snowplowed access.

Section 11-111: *Development on Inholdings in The National Wilderness.*
Not applicable. No development is proposed on inholdings in The National Wilderness.

Section 11-112: *Development on Property Above Timberline.*
Not applicable. No development is proposed on property above timberline.

Section 12-103: *Road System*.
Applicable. The applicant has supplied a CDOT access permit and completed traffic study. In an email dated July 1, 2020 Marlene Crosby, Directory of Gunnison County Public Works stated:

"As shown on the plat there is a 20' easement for the North Gunnison Sewer main line across the parcel, and within the planned access. When the access is built the contractor will need to work with our Utility Department to make sure the

integrity of the main is maintained and that the manholes are raised to street level. The access will require an Access Permit from this department since it is moving from the current location. I did not find information on the application regarding whether it would be paved or gravel. We would recommend asphalt since it is so close to town and other neighbors. Dust could be a factor.

An amenity to be looked at in the future would be the possibility of a bike trail in the 40' highway setback to allow connection with the existing trail on the west side of the highway further north."

Steve Kellums, P.E., CSU Project Manager responded to Marlene's comments:

"The attached ALTA Survey shows in general our intended plans for connection to the sewer. We realize that the proposed access road location will be constructed over the existing sewer main and that any required work on the sewer in the future may temporarily impede access to the site. Please note that the proposed access location was chosen at the direction of CDOT to align with Clark Boulevard. We plan to pave the entry for the first 50 to 100 feet west of State Highway 135 as the budget allows."

Planning commission discussed access and trail easements and that having options built into land use applications for future connectivity will assist the growing volume along State Highway 135 and that the City of Gunnison's new comprehensive plan [as stated below] recommends facilitating improved vehicular and multimodal circulation options. The applicant has been amendable to these easements.

An access easement extending from the main entrance off State Highway 135 to the west side of the property along the existing utility easement is illustrated on the plat. A letter from the City of Gunnison's Planning and Zoning Commission states, *"In accordance with recommendations from the City's Gunnison 2030 Comprehensive Plan, the City recommends working with City and County Staff to define easements through and around the property to facilitate improved vehicular and multimodal circulation options to connect to the existing street grid."*

Additionally, in the LUR per Section 12-103: B. Compliance with Municipal Standards it is stated that "when the proposal is for development located within a municipal three-mile plan area, the development proposal shall address how it comports with objectives and policies of the applicable municipal Three-Mile Plan.

Section 12-104: *Public Trails*.
Applicable. A trail easement within the County 40-foot right of way, parallel to State Highway 135 shall be installed at a future time after securing funds and location specs. It is not shown on the plat.

In an email dated July 1, 2020 from the Gunnison County Public Works Director, Marlene Crosby, she states "*An amenity to be looked at in the future would be the possibility of a bike trail in the 40' highway setback to allow connection with the existing trail on the west side of the highway further north."*

Section 12-105: *Water Supply*.
Applicable. The applicant proposes to remodel the existing single family residence to a new office space for Colorado State Forest Service on lot 2. The applicant provided well permit No 83157-F to use the existing well on site and secured augmentation water from the Upper Gunnison River Water Conservancy District.

Megan Sullivan P.E. Water Resource Engineer from Colorado Division of Water Resources reviewed the application and stated in a letter dated July 14, 2020:

> "*The applicant provided a copy of Well Permit No. 83157-F. This permit was issued on May 2, 2019 to use an existing well constructed in 1966. The use of the well is limited to drinking and sanitary purposes in a commercial building and the irrigation of not more than 4,800 square feet of lawn and garden (greenhouse included). The maximum pumping rate is limited to 20 gallons per minute and the annual withdrawal of groundwater shall not exceed 0.36 acre-feet (approximately 117,000 gallons). The permit was approved on the condition that this well is operated in accordance with the Upper Gunnison River Water Conservancy District's Augmentation Plan approved by the Division 4 Water Court in Case No. 03CW0049.*
>
> *For subdivisions created after 1972, Section 37-92-602(3)(b)(III), C.R.S., requires that the cumulative effect of all wells in a subdivision be considered when evaluating material injury to decreed water rights. The source of the proposed water supply would be from, or tributary to the Gunnison River. This area of the stream system is over-appropriated; therefore, an augmentation plan is required to offset depletions caused by the pumping of any wells within the subdivision. The applicant has a contract with the Upper Gunnison River Water Conservancy District to operate the well on proposed Lot 2 within the District's augmentation plan. As no information was provided on the water supply for proposed Lot 1, the applicant should be aware that any well used to supply this lot would also have to operate under a plan for augmentation.*
>
> *No information was provided concerning the physical adequacy of the water supply. As stated in CRS 30-28-133(3)(d), the subdivider is required to submit "Adequate evidence that a water supply that is sufficient in terms of quality, quantity, and dependability will be available to ensure an adequate supply of water for the type of subdivision proposed." Adequate evidence is usually provided in the form of a water resource report, prepared by a professional engineer or water consultant, which addresses the quality, quantity, and dependability issues. A report of this nature was not provided.*
>
> *Since insufficient information was provided regarding the water supply for Lot 1 and without a water resource report, we cannot comment on the potential for injury to decreed water rights or the adequacy of the proposed water supply under the provisions of CRS 30-28-136(1)(h)(I)."*

Steve Kellums, P.E., CSU Project Manager responded to Megan's comments in an email dated August 21, 2020."

> *"Megan, Regarding your letter of July 14th in response to the CSU Colorado State Forest Service Minor Impact Review/Land Use Change Permit Application, LUC-*

20-00013, the applicant confirms that Well Permit No. 83157-F only applies to Lot 2, and is limited to the uses indicated your response letter.

No water supply has been provided for proposed Lot 1, because the Land Use Change Application is amended to indicate the intent to subdivide, but without a specific use of Lot 1 at this time, and an acknowledgement by the applicant (CSU) that a subsequent Land Use Change application will be required to establish land use. When the subsequent Land Use Change Application is filed for Lot 1, the applicant acknowledges that "Adequate evidence that a water supply will need to be available to ensure an adequate supply of water for the type of subdivision proposed"

To summarize: there are no plans with the current application to change the land use of Lot 1, and use other than its current undeveloped use as pasture, will require a Land Use Change Application through Gunnison County."

Section 12-106: *Sewage Disposal/Wastewater Treatment.*
Applicable. Approval to tie into the North Gunnison sewer line was approved by Public Works Director Marlene Crosby. The "CSU ALTA Survey with sewer taps" dated July 2018 illustrates the location of the sewer taps.

Section 12-107: *Fire Protection*.
Applicable. Staff had a phone conversation with Hugo Ferchau, the City of Gunnison Fire Marshal where he stated he had no concerns for the CSU building and access. At the time of development for the southern lot if affordable housing is proposed a second point of egress may need to be considered, however development on the southern lot is not part of this application.

Section 13-103: *General Site Plan Standards and Lot Measurements.*
Applicable. Per the Plat of the Wilson Subdivision – Filing No. 1 dated February 17, 2021 by All County Survey, Stephen Jessoe, P.L.S. and site map titled, "Drainage and landscaping plan" dated September 18, 2020 by CSU Facilities Management these criteria are met.

Section 13-104: *Setbacks from Property Lines and Road Rights-of-Way.*
Applicable. Per the Plat of the Wilson Subdivision – Filing No. 1 dated February 17, 2021 by All County Survey, Stephen Jessoe, P.L.S. and site map titled, "Drainage and landscaping plan" dated September 18, 2020 by CSU Facilities Management these criteria are met.

Section 13-105: *Residential Building Sizes and Lot Coverages.*
Not applicable. No residential component is proposed in this application.

Section 13-107: *Installation of Solid Fuel-Burning Devices*
Not applicable. No solid fuel-burning devices are proposed.

Section 13-108:E.3.*Open Space and Recreation Areas, Minor Impact Commercial and Industrial Uses.*
Applicable. Due to the agricultural nature of the parcel the majority of the property will remain open space. Buffering will provided by existing trees on the property and new

plantings will shield existing residences to the west per the Drainage and Landscaping Plan" dated September 18, 2020 by CSU Facilities Management.

Section 13-109: *Signs.*
Applicable. A sign design and site location, "Colorado State Forest Service Gunnison Field Office Sign" dated May 6, 2021 by CSU Facilities Management has been provided and meets the standards of this section. It will be single sided and no lighting is proposed.

Section 13-110: *Off-Road Parking and Loading.*
Applicable. A new site map titled, "Drainage and landscaping plan" dated 9/18/2020 by CSU Facilities Management has been provided and complies with this standard. Per the Land Use Resolution a government office requires 1 parking space per every 300 square feet of building space. The existing home that is being converted into new offices is approximately 1,200 square feet, this would require a minimum of 4 parking spaces. The drainage and landscaping plan show 10 parking spaces total.

Section 13-111: *Landscaping and Buffering.*
Applicable. A "Drainage and landscaping plan" dated 9/18/2020 by CSU Facilities Management has been provided and shows that in addition to the 22 existing shrubs and trees surrounding the main structures, 3 new deciduous trees and 14 shrubs will be planted, mainly as a buffer from existing residences on the west side of the property.

Section 13-112: *Snow storage*.
Applicable. A new site map titled, "Drainage and landscaping plan" dated 9/18/2020 by CSU Facilities Management has been provided and complies with the snow storage standard.

Section 13-113: *Fencing*
Not Applicable. No fencing has been proposed.

Section 13-114: *Exterior Lighting.*
Applicable. The existing mercury light shall be removed and all current lighting shall comply with this standard.

Section 13-115: *Reclamation And Noxious Weed Control.*
Applicable. A reclamation permit is required for road cutting and/or construction, homesite clearing and berm construction.

Section 13-116: *Grading And Erosion Control.*
Applicable, road and parking lot construction is proposed and evidence for compliance with the standard. Grading activities are required to secure a Reclamation Permit from the Public Works Department, pursuant to Section 13-115: *Reclamation and Noxious Weed Control*.

Section 13-117: *Drainage, Construction And Post-Construction Stormwater Runoff.*
Applicable. A new site map titled, "Drainage and landscaping plan" dated 9/18/2020 by CSU Facilities Management has been provided and complies with this standard.

Section 13-118: *Water Impoundments.*
Not applicable. No water impoundments are proposed.

Section 13-119: *Standards to Ensure Compatible Uses.*
Applicable.

- Hours: Normal Monday-Friday business hours are proposed.
- Noise and Glare: Events that would produce minimal light, noise and glare will occur within buildings.
- Trash: Commercial trash will be disposed of by the applicant on a regular schedule.
- Loading and Delivery: Compliance with applicable loading standards will be observed as well as a very minimal delivery schedule, possibly only 2 times a year.
- Illumination: A greenhouse is not part of this proposal.
- Outdoor Services: No outdoor services are proposed.
- Landscaping: A landscaping plan to help buffer and shield adjacent residences is in place.
- Height and Size Restrictions: No new structures are proposed, all existing currently comply with height and size restrictions.
- Natural Lighting: Not Applicable.
- Solar Access: The project will not impair solar access.
- Odors and Fumes: The project will not produce any odors or fumes.
- Dust Control: Compliance with applicable road standards should address any dust control concerns.

FINDINGS:

The Gunnison County Planning Commission finds that:

1. The Planning Commission classified the application as a Minor Impact Project, based upon the impact classification found in *Section 6-102: Projects Classified as Minor Impact Projects A, 2-4 Units.*

2. The land use change complies with all applicable requirements of the *Gunnison County and Use Resolution* and *Section 6-10: Standards of Approval for Minor Impact Projects*.

3. A Gunnison Sage-grouse Habitat Site Specific Analysis was completed July 1, 2020 by Aleshia Rummel, Gunnison Conservation District Wildlife Biologist. The analysis states that this proposal will not adversely impact the Gunnison Sage-grouse or their habitats.

4. The proposed two-lot subdivision is compatible with existing development in the neighborhood and will result in no significant net adverse impacts to the neighborhood. A greenhouse is not part of this project scope.

5. The property is within 400 feet of the North Gunnison Sewer line, and any uses requiring wastewater treatment shall connect to the North Gunnison sewer line.

6. The applicant provided a copy of Well Permit No. 83157-F. This permit was issued on May 2, 2019 to use an existing well, constructed in 1966. The use of the well is limited to drinking and sanitary purposes in a commercial building and the irrigation of not more than 4,800 square feet of lawn and garden. The permit was approved on the

condition that this well is operated in accordance with the Upper Gunnison River Water Conservancy District's Augmentation Plan.

7. A new entrance to access both lots 1 & 2 will be located across from Clark Boulevard on State Highway 135.

8. The applicant has been amenable to recommendations for future connectivity options. The applicant has expressed their support and willingness to allow for a future trail/recreation path on the subject parcel along the State Highway 135 frontage and an east-west access easement along the subdivision lot line.

9. A gap in title has been identified for a narrow strip of land outside the western property line and a quiet title action has been initiated to resolve the issue. No impacts to the current application are anticipated. The resolution of the quiet title action is not contemplated as part of this review to include a third legal, subdivided parcel.

10. This application is consistent with the standards and requirements of this *Resolution*.

11. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

RECOMMENDATION:

The Gunnison County Planning Commission, having considered the submitted plan, site observations and public testimony, has reached the above findings and recommends that LUC-20-00013 be classified as a Minor Impact, and be approved with the following conditions:

1. A public access easement shall be granted along the utility easement that extends from the State Highway 135 entrance along the subdivision boundary line to the west side of the parcel. It is illustrated on the plat and shall be activated once need is demonstrated, funding is in place and engineered plans have been secured. An easement agreement titled, “Dedication of Public Access and Utility Easements” is in place and recorded at the Gunnison County Clerk and Recorder’s office, Reception No. _____.

2. A private utility easement agreement titled, “Dedication of Private Utility Easement” is in place and recorded at the Gunnison County Clerk and Recorder’s office, Reception No. _____.

3. A trail easement within the County 40-foot right of way, parallel to State Highway 135 shall be installed at a future time after securing funds and location specifications. This is not shown on the plat. A trail easement shall be overlaid on the existing County 40-foot right of way and shall be amended when the details of the trail are established.

4. A Land Use Change permit application shall be required to absorb the parcel of land that is part of the quiet title action to one or both of the subject parcels. In no case, shall the resolution of the quiet title result in an additional legal lot, as defined in the Gunnison County Land Use Resolution, at any point.

5. A Development Improvement Agreement (DIA) shall be executed prior to construction commencing pursuant to Section 16-118: *Development Improvement Agreement Required* and shall include the following:

    1. Roads- "Gunnison Hwy 135 Access Permit No 319030 Plan and Profile", dated March 12, 2019 by Kimley Horn.
    2. Sewer infrastructure- CSU ALTA Survey with sewer taps, dated July 27, 2018.
    3. Landscaping – Stamped "Drainage and Landscaping Plan" dated September 18, 2020 by CSU Facilities Management.

6. A mylar subdivision plat, in compliance with Section 6-105, *Gunnison County Land Use Resolution*, shall be provided to the Community Development Department, for signature by the Board of County Commissioners. Approval shall not be effective until and unless the plat is recorded with the Office of the Gunnison County Clerk and Recorder. The applicant shall ensure that the plat will contain required language addressing concerns with domestic animals, fencing and ditch maintenance, pursuant to Section 1-105. L.8.e. of the *Land Use Resolution*.

7. The approval shall be memorialized by Board Resolution. Approval shall not be effective until the Resolution is recorded with the Office of the Gunnison County Clerk and Recorder.

8. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.

9. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.

10. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.

11. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.

12. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

SCALE: 1" = 80'

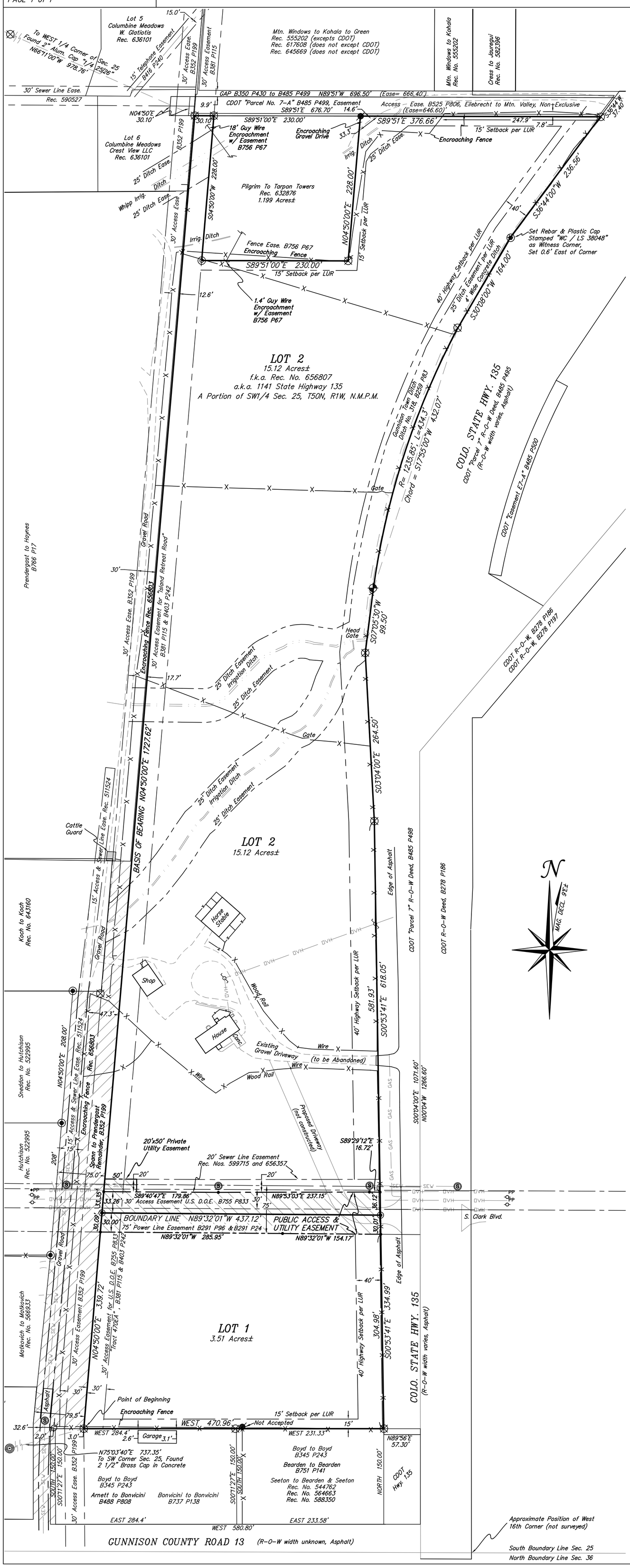
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DATE: 13 May 2021
DRAWN BY: ADJ
REVIEWED BY: SLJ

PAGE 1 of 1

PLAT of WILSON SUBDIVISION – FILING No. 1
LOCATED in SW1/4 SECTION 25, T50N, R1W, N.M.P.M.
COUNTY of GUNNISON, STATE of COLORADO

ALL COUNTY SURVEY INC.
Stephen Jessoe, P.L.S.
P.O. Box 7164, Gunnison, CO 81230
970-349-9400 www.allcountysurvey.com



LEGEND

- Found 1 1/2" Aluminum CDOH Monument stamped "56+45.65"
- Found 2 1/2" Brass Cap in Concrete stamped stamped "25\26 / 36\35 T50N R1W"
- Found No. 4 Rebar and 1.5" Plastic Cap monument stamped "LS11250", or as Noted
- Found No. 4 Rebar monument
- Set No. 5 Rebar & 1.5" Plastic Cap "LS38048"
- Found 1" Aluminum Cap monument, illegible
- Found No. 5 Rebar
- Sewer Manhole
- Cul. – Culvert
- PP – Power Pole, Transmission Line
- Power Pole, Domestic Service
- Edge of Gravel
- Irrigation Ditch
- Fence, Material noted
- GAS – Underground Gas Line
- OVH – Overhead Utility Line
- SEW – Underground Sewer Line
- Gap Between Deeds, See B352 P199
- New Easement Dedicated by this Plat

GRAPHIC SCALE (IN U.S. SURVEY FEET)

80 0 40 80 160 320

1 INCH = 80 FEET

DEDICATION

We, THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY, being the owner of the land as follows:

Township 50 North, Range 1 West, N.M.P.M.

Section 25: A tract of land situate in the SW1/4 of said Section 25, being more particularly described as follows:

Commencing at the southwest corner of said Section 25, (as marked by a private surveyor's brass cap monument); thence North 75°03'40" East 737.35 feet to the southwest corner of the land conveyed by deed from Virgil and Lee Spann to Kenneth and Edna Mae Eilebrecht, said deed recorded in Book 403 Page 242 of the Gunnison County Records, said corner being the POINT OF BEGINNING for the herein described tract; thence the following courses around said tract:

1. North 04°50'00" East 2067.34 feet along the westerly boundary of said land;
2. South 89°51'00" East 30.10 feet along the South line of Tract 7-A of the Gunnison County District Court Rule and Order as described in Book 485 at page 495;
3. South 04°50'00" West 228.00 feet along the westerly boundary of property conveyed by deed from Eilebrecht to Mountain Valley Broadcasting Corporation, said deed recorded in Book 525 at page 806;
4. South 89°51'00" East 230.00 feet along the South line of said property;
5. North 04°50'00" East 228.00 feet along the easterly line of said property;
6. South 89°51'00" East 376.66 feet along the South line of Tract 7-A as described in Book 485 at page 495;
7. South 36°44'00" West 236.56 feet, following the westerly boundary of Parcel 7 of the Gunnison County District Court Rule and Order as described in Book 485 at page 495;
8. South 30°08'00" West 164.00 feet, continuing along said boundary;
9. Along the arc of a curve to the left a distance of 434.30 feet, said curve having a radius of 1235.85 feet and a long chord of South 17°55'00" West 432.07 feet along said boundary;
10. South 07°05'30" West 99.50 feet along said boundary;
11. South 03°04'00" East 264.50 feet, following said boundary;
12. South 00°53'41" East 953.04 feet along said boundary;
13. West 470.96 feet to the POINT OF BEGINNING of the herein described tract,
County of Gunnison,
State of Colorado,

under the name of **WILSON SUBDIVISION - FILING No. 1**, has laid out, platted and/or subdivided the same as shown on this Plat and do hereby permanently dedicate to the public at large the streets, alleys, roads and other public area as shown hereon and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public and private utilities as shown hereon.

In witness whereof, THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY, has subscribed their name this ____ day of _____, A.D. 2021.

_____
Lynn Johnson, Vice President for University Operations,
COLORADO STATE UNIVERSITY

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing Dedication was acknowledged before me this ____ day of _____, A.D. 2021 by Lynn Johnson, Vice President for University Operations, COLORADO STATE UNIVERSITY.

Witness my hand and official seal.
My commission expires: _____

_____
Notary Public

SURVEY NOTES

1. Basis of Bearing is based on a record bearing of N04°50'00"E between No. 4 rebar and 1.5" plastic cap monuments stamped "LS 11250" found at the southwesterly and northwesterly boundary corners of the subject parcel, as shown hereon.
2. Land description, easements, encumbrances, and/or restrictions (where capable of being shown hereon) are based solely on Gunnison County Abstract Company's Title Commitment No. G19-189 dated November 26, 2019. This Plat does not constitute a title search by this surveyor. Additional easements and encumbrances may exist.
3. Dimensions are in U.S. Survey Feet. Measurements were taken using GNSS observations on June 28, July 10, 13 and 25, 2018. These observations were taken in NAD 83, NAVD 88, State Plane Coordinates, Colorado Central Zone 0502, Geoid 12 applied. The measurements are in ground distance.
4. The subject parcel is located in Zone X, an area outside the 0.2% chance annual floodplain, according to National Flood Insurance Program Flood Insurance Rate Map 08051C1266D and Map 08051C1258D dated May 16, 2013.
5. The subject parcel is located within Gunnison County and is subject to Gunnison County's amended Land Use Resolution (LUR), dated February 16, 2016. The building setbacks and ditch setbacks shown hereon reflect the LUR requirements.
6. Underground utility locations were not marked at time of survey. Utility locations are based solely on above-ground observed evidence. Contact the respective Utility Provider(s) for additional information.
7. The Title Commitment does not cite any electric easement(s) for the overhead electric service line nor the gas service line, between Hwy. 135 and the house.
8. The Title Commitment does not cite a highway access permit nor driveway permit onto Highway 135. Please contact Colorado Dept. of Transportation for additional information.
9. The fence along the southerly boundary line of the subject parcel is encroaching onto the subject parcel, as shown hereon. The fence located west of the westerly boundary line of the subject parcel is encroaching onto the adjoining property(s), as shown hereon.

LAND SURVEYOR'S CERTIFICATE

I, STEPHEN L. JESSOE, for and on behalf of All County Survey, Inc., do hereby certify that I am a Licensed Professional Land Surveyor in the State of Colorado, that this PLAT OF WILSON SUBDIVISION - FILING No. 1 as laid out, platted and dedicated and shown hereon, was made by me and under my supervision. Furthermore, the Plat a) is accurate to the best of my knowledge, information and belief, b) is in accordance with applicable standards of practice, and c) is not a guarantee or warranty either expressed or implied.

Basis of Bearing is based on a record bearing of N04°50'00"E between No. 4 rebar and 1.5" plastic cap monuments stamped "LS 11250" found at the southwesterly and northwesterly boundary corners of the subject parcel, as shown hereon.

Dated this 13th day of May, A.D. 2021.

COLORADO LICENSED STEPHEN LAWRENCE JESSOE 38048 PROFESSIONAL LAND SURVEYOR

_____ (Seal)
Stephen L. Jessoe
Colorado Licensed Professional Land Surveyor No. 38048
For and on behalf of All County Survey, Inc.

ATTORNEY'S OPINION

I, Jason L. Johnson, an Attorney at Law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY and is free and clear of all liens, defects, encumbrances, restrictions and reservations, except as follows:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date the proposed insured acquires for value of record the estate.
6. Any and all unpaid taxes and assessments.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. All reservations and exceptions as set forth in United States Patent(s) recorded June 16, 1882 in Book 41 at page 466 and recorded May 31, 1883 in Book 45 at page 42; including:
a) Any vested and accrued water rights for mining, agriculture, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts;
b) The right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted as provided by law.
9. Ditch Easement as set forth in instrument recorded November 19, 1938 in Book 259 at page 83; and any and all assignments thereof or interests therein.
10. Utility Easement and Right of Way as set forth in instrument recorded in Book 291 at page 24 and recorded September 30, 1952 in Book 291 at page 96; and any and all assignments thereof or interests therein.
11. All minerals, oil, gas, and hydro-carbon substances in or under all of the right of way of The Denver and Rio Grande Railroad Company as set forth in instrument recorded March 29, 1956 in Book 294 at page 491.
12. Easement and Right of Way as set forth in instrument recorded February 17, 1961 in Book 350 at page 430 and April 20, 1961 in Book 352 at page 197; and any and all assignments thereof or interests therein.
13. Easement and Right of Way as set forth in instrument recorded June 12, 1968 in Book 403 at page 242; and any and all assignments thereof or interests therein.
14. Requirements, terms, conditions, obligations, and restrictions as set forth in Rule and Order by the District Court of Gunnison County, Colorado, recorded June 6, 1975 in Book 485 at page 495; insofar as the legal access to and from the subject property may be affected.
15. Easement and Right of Way as set forth in instrument recorded December 18, 1978 in Book 525 at page 806; and any and all assignments thereof or interests therein.
16. Terms and conditions as set forth in the Contract and Grant of Easement recorded November 16, 1994 in Book 755 at page 833.
17. Cross Easement Agreement as set forth in instrument recorded November 21, 1994 in Book 756 at page 67; and any and all assignments thereof or interests therein.
18. Quit Claim Deed recorded February 4, 2003 as Reception No. 527730 and Correction Deed recorded February 14, 2003 as reception No. 528043.
19. Board of County Commissioners Resolution No. 3 Series 2001 as set forth in instrument recorded February 6, 2003 as Reception No. 527806.
20. Board of County Commissioners Resolution No. 61 Series 2003 as set forth in instrument recorded November 19, 2003 as Reception No. 536858 and as amended in Resolution No. 60 Series 2004 as set forth in instrument recorded November 17, 2004 as Reception No. 548472.
21. Easement and right of way for Colorado State Highway 135.
22. The subject property appears to border and receive legal access via Colorado State Highway 135 which is a limited access highway and access to and from the highway is controlled by the State of Colorado, Department of Highways. Notwithstanding the Covered Risks clause of the policy, the Company does not insure against loss or damage for lack of access by reason of the rules and regulations of the United States or its agencies, the State of Colorado, or the Department of Highways.
23. Grant of Perpetual Easement as set forth in instrument recorded October 2, 2018 as Reception No. 656357; and any and all assignments thereof or interests therein.
24. Dedication of Public Access and Utility Easements as set forth in instrument recorded _____, 2021 as Reception No. _____.
25. Dedication of a 20'x50' Private Utility Easement as set forth in instrument recorded _____, 2021 as Reception No. _____.

Dated this ____ day of _____, A.D. 2021.

_____
Jason L. Johnson, Attorney-at-Law
Colorado Supreme Court Registration No. 31015
01 Admin. Bldg., 0006 Campus Delivery, Fort Collins, CO 80523-0006

PLAT NOTES

1. According to Colorado law you must commence legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based on any defect in this survey be commenced more than ten years from the date of the surveyor's certificate shown hereon.
2. Confinement of Domestic Animals. Domestic Animals must be controlled by kenneling, leash, fencing or other physical restraint. Any expense of enforcing domestic animal control restrictions by Gunnison County shall be at the expense of the individual property owner.
3. Awareness of Colorado "Fence-Out" Requirements. Per C.R.S. 35-46-101 et. seq., the property owner is required to construct and maintain fencing in order to keep livestock off his/her property.
4. Irrigation Ditch Maintenance. An irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch, and leave natural debris on the bank of the ditch.
5. The property described on this plat is subject to all the requirements, terms and conditions of the Board of County Commissioners' Resolution No. _____, recorded at Reception No._____ of the Official Records of the Clerk and Recorder of Gunnison County.

GUNNISON COUNTY PLANNING COMMISSION APPROVAL

The Planning Commission of Gunnison County, Colorado, hereby recommends approval of this PLAT OF WILSON SUBDIVISION - FILING No. 1, such recommendation being made at a meeting of said Commission held on this ____ day of _____, A.D. 2021,

By _____
Chairperson, Planning Commission

ATTEST:

_____
Gunnison County Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS APPROVAL

The within PLAT OF WILSON SUBDIVISION - FILING No.1 is approved this ____ day of _____, A.D. 2021, and the roads and other public areas are hereby accepted provided, however, that such acceptance shall not in any way be considered as an acceptance for maintenance or snow removal purposes. Maintenance of, or snow removal from the subject roads shall be only upon a separate resolution of the Board of County Commissioners passed in accordance with such policies, resolutions or ordinances in effect at that time.

By _____
Chairperson, Board of County Commissioners

ATTEST:

_____
Gunnison County Clerk and Recorder

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this ____ day of _____, A.D. 2021.

Reception Number _____ Time _____ Date_____

_____
Gunnison County Clerk and Recorder

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

A RESOLUTION APPROVING COLORADO STATE UNIVERSITY WILSON SUBDIVISION SOUTHWEST ¼, SECTION 25, TOWNSHIP 50 NORTH, RANGE 1 WEST N.M.P.M., 1141 STATE HIGHWAY 135, GUNNISON COLORADO
LUC-20-00013

WHEREAS, Colorado State University (CSU) represented by Fred Haberecht, proposes to subdivide the existing Wilson Subdivision that is approximately 18.6 acres into two new parcels, located at 1141 State Highway 135. These parcels are indicated as Lot 1 (the southern lot) and Lot 2 on the Plat. One main entrance will provide access for both lots and will be located across State Highway 135 from Clark Blvd. Water supply will be by the existing central well and augmentation water from the Upper Gunnison River Water Conservancy District and sewer by connection to the North Gunnison Sewer line. The intent of Colorado State University, the applicant, is to retain Lot 2 (15.13 acres) for the purpose of relocating the Colorado State Forest Service office currently located at Western Colorado University. Current structures will remain and new uses include interior remodel of the existing single-family residence to office spaces. The Colorado State Forest Service is the lead state agency that approves Community Wildfire Protection Plans (CWPP's). CSU supports the development and implementation of CWPP'S with our local field experts and our Colorado Wildfire Risk Assessment data. A previously proposed greenhouse has been removed from the application.

WHEREAS, a joint public hearing was conducted by the Planning Commission and Board of County Commissioners on April 2, 2021. The Gunnison County Planning Commission approved a Recommendation of conditional approval of the *COLORADO STATE UNIVERSITY WILSON SUBDIVISION* on May 21, 2021, and forwarded said Recommendation to the Board of County Commissioners for their review; and

WHEREAS, the Board of Commissioners did, on July 6, 2021, receive and review the Planning Commission's Recommendation and considered the Recommendation in evaluating the request and intends to approve the request by the adoption in full of the Planning Commission's May 21, 2021 Recommendation, with the following Findings and Conditions of Approval:

Findings:
The Board finds that:

1. The Planning Commission classified the application as a Minor Impact Project, based upon the impact classification found in *Section 6-102: Projects Classified as Minor Impact Projects A, 2-4 Units.*

2. The land use change complies with all applicable requirements of the *Gunnison County and Use Resolution* and *Section 6-10: Standards of Approval for Minor Impact Projects*.

3. A Gunnison Sage-grouse Habitat Site Specific Analysis was completed July 1, 2020 by Aleshia Rummel, Gunnison Conservation District Wildlife Biologist. The analysis states that this proposal will not adversely impact the Gunnison Sage-grouse or their habitats.

4. The proposed two-lot subdivision is compatible with existing development in the neighborhood and will result in no significant net adverse impacts to the neighborhood. A greenhouse is not part of this project scope.

5. The property is within 400 feet of the North Gunnison Sewer line, and any uses requiring wastewater treatment shall connect to the North Gunnison Sewer line.

6. The applicant provided a copy of Well Permit No. 83157-F. This permit was issued on May 2, 2019 to use an existing well, constructed in 1966. The use of the well is limited to drinking and sanitary purposes in a commercial building and the irrigation of not more than 4,800 square feet of lawn and garden. The permit was approved on the condition that this well is operated in accordance with the Upper Gunnison River Water Conservancy District's Augmentation Plan.

7. A new entrance to access both lots 1 and 2 will be located across from Clark Boulevard on State Highway 135.

8. The applicant has been amenable to recommendations for future connectivity options. The applicant has expressed their support and willingness to allow for a future trail/recreation path on the subject parcel along the State Highway 135 frontage and an east-west access easement along the subdivision lot line.

9. A gap in title has been identified for a narrow strip of land outside the western property line and a quiet title action has been initiated to resolve the issue. No impacts to the current application are anticipated. The resolution of the quiet title action is not contemplated as part of this review to include a third legal, subdivided parcel.

10. This application is consistent with the standards and requirements of this *Resolution*.

11. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

Conditions of Approval:

1. A public access easement shall be granted along the utility easement that extends from the State Highway 135 entrance along the subdivision boundary line to the west side of the parcel. It is illustrated on the plat and shall be activated once need is demonstrated, funding is in place and engineered plans have been secured. An easement agreement titled, “Dedication of Public Access and Utility Easements” is in place and recorded at the Gunnison County Clerk and Recorder’s office, Reception No. _____.

2. A private utility easement agreement titled, “Dedication of Private Utility Easement” is in place and recorded at the Gunnison County Clerk and Recorder’s office, Reception No. _____.

3. A trail easement within the County 40-foot right of way, parallel to State Highway 135 shall be installed at a future time after securing funds and location specifications. This is not shown on the plat. A trail easement shall be overlaid on the existing County 40-foot right of way and shall be amended when the details of the trail are established.

4. A Land Use Change permit application shall be required to absorb the parcel of land that is part of the quiet title action to one or both of the subject parcels. In no case, shall the resolution of the quiet title result in an additional legal lot, as defined in the Gunnison County Land Use Resolution, at any point.

5. A Development Improvement Agreement (DIA) shall be executed prior to construction commencing pursuant to Section 16-118: *Development Improvement Agreement Required* and shall include the following:

    1. Roads- "Gunnison Hwy 135 Access Permit No 319030 Plan and Profile", dated March 12, 2019 by Kimley Horn.
    2. Sewer infrastructure- CSU ALTA Survey with sewer taps, dated July 27, 2018.
    3. Landscaping – Stamped "Drainage and Landscaping Plan" dated September 18, 2020 by CSU Facilities Management.

6. A mylar subdivision plat, in compliance with Section 6-105, *Gunnison County Land Use Resolution*, shall be provided to the Community Development Department, for signature by the Board of County Commissioners. Approval shall not be effective until and unless the plat is recorded with the Office of the Gunnison County Clerk and Recorder. The applicant shall ensure that the plat will contain required language addressing concerns with domestic animals, fencing and ditch maintenance, pursuant to Section 1-105. L.8.e. of the *Land Use Resolution*.

7. The approval shall be memorialized by Board Resolution. Approval shall not be effective until the Resolution is recorded with the Office of the Gunnison County Clerk and Recorder.

8. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.

9. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.

10. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.

11. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.

12. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that Land Use Change Permit No. 2021-00013 *COLORADO STATE UNIVERSITY WILSON SUBDIVISION*, is approved as a Minor Impact Project, subject to each and all conditions, as identified above.

THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and passed on this 6th day of July, 2021.

BOARD OF COUNTY COMMISSIONERS

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

ATTEST:

_____
Gunnison County Clerk and Recorder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; History Colorado; Gunnison Arts

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Requesting BOCC signed letter of support to History Colorado for the Gunnison Arts Center ongoing renovations.

Fiscal Impact: n/a

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/30/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 7/6/2021

Revised April 2015

Gunnison County Board of County Commissioners
Phone: (970) 641–0248 • Fax: (970) 641–3061
Email: bocc@gunnisoncounty.org • www.GunnisonCounty.org

July 6, 2021

History Colorado
State Historic Preservation Fund

Re: Gunnison Arts Center Grant Application

Ladies and Gentlemen,

The Gunnison County Board of County Commissioners is pleased to support the Gunnison Arts Center's (GAC) grant application for the funding for removal of the ceiling texture containing asbestos and the repair of the interior walls.

We value the preservation of Gunnison County's cultural resources, and this historically designated structure is one of our finest, representing the period of early permanence in the Gunnison valley. The GAC board and staff have demonstrated a strong commitment to stewardship for the building, and have partnered with the Gunnison County Historic Preservation Commission for inventorying and interpreting its details.

We understand that requested funding is for specific features called out in the building's Historic Structure Assessment (HSA) – features that are identified for preservation treatment – and we heartily support full funding for these needed improvements.

Best Regards,

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item:

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

Gunnison Valley Health presentation outlines the cost and advantages of purchasing the property at 231 W. Tomichi Ave, They are asking for the Board's approval

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:
GVH is fiscally healthy, should have no issues with this purchase.

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 6/30/2021

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/1/2021

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 15

Agenda Date: 7/6/2021

Revised April 2015

Gunnison Valley Health
Property Consideration

Wade Baker, VP Administrative Services

Status of MOB and GVH Space

- Medical Office Building – 2 revised order of magnitude pricing estimates received on June 10th
  - FCI - $366/sq. ft. construction - $523.10/sq. ft. total - $17.9mm
  - Adena Corp - $360/sq. ft. construction - $468.34/ sq. ft. total - $16mm
- MOB at least 3 years out if green lit
  - GVH has been working on alternatives to MOB as well as transitional plan if MOB moves forward

Status of MOB and GVH Space

- Departments facing space challenges (not all-inclusive):
  - Urgent Care (Growing)
  - Rehab and Athletic Medicine (Decentralized)
  - Behavioral Health (In Wellness center that is planned to be demoed, could receive RHC reimbursement if in RHC)
  - Oncology (Growing)
  - Cardiopulmonary (Growing)
  - Specialty Clinic (Opportunity for GO?)

231 W. Tomichi Ave.



8,320 square feet









231 W. Tomichi Ave.

- Dollar Tree opened in late 2015
- Travis and Chase Williams paid $1.5mm
- Closed in late 2020 when Dollar Tree broke lease to close store
- 2 additional arrangements with national chains fell through and they are looking to sell

Owner Plans

- Not interested in remodeling for tenant – want to dissolve partnership between brothers and invest separately
- Are preparing to list property for sale
- Had an LOI with AutoZone for $1.75mm
  - Which is what they plan to list
- Offering price to GVH for $1.45mm – best offer
  - Electric and sewer assessed – we may need to improve water supply
  - Will most likely need to add sprinkler system

Opportunity for GVH

- Great location on W. Tomichi – high visibility with great parking
- Large open space can be remodeled for multiple scenarios
- Short-term - Provides immediate space relief
- Long-term – Provides additional space option or investment
- Possibility of using COVID $ as part of purchase/renovation costs

GVH Options

- Urgent Care and Rehab and Athletic Medicine to 231. W. Tomichi Ave.
  - *Consider Specialty Clinic and Integrative Therapy as well*
- Behavioral Health moves into RHC
- Oncology moves into Rehab
- Cardiopulmonary moves into Oncology
- Inpatient Rehab moves into Cardiopulmonary (leaving some open space)

GVH Options

- Additional options to consider:
  - Move GO Orthopedics into Specialty Clinic
  - Move Specialty Clinic to 231 W. Tomichi or current Integrative Therapy space
  - Move Integrative Therapy to Elk Building
  - Public Health to Wellness Center

Recommendation

- Purchase 231 W. Tomichi Ave. for $1.45mm - $174.28/ sq. ft.
- Estimated Renovation Costs - $150/ sq. ft. - $1.25mm
- Total Cost Estimate - $2.698mm - $324.28/ sq. ft.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item:

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison Ranchland Conservation Legacy

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

Summary:

Easements approved by the Land Preservation Board

Fiscal Impact: $419,739

Submitted by: Mike Pelletier **Submitter's Email Address:** mpelletier@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Restricted funds are available in the Land Preservation Fund, a budget amendment will be needed.

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 6/30/2021

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

Comments:
Reviewed and appears legally sufficient. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 7/2/2021 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/2/2021

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 20

Agenda Date: 7/6/2021

Revised April 2015

To: Board of County Commissioners

From: Mike Pelletier, GIS Manager

Date: July 6, 2021

RE: Various conservation easement grant agreements

The Gunnison Valley Land Preservation Board approved funding for the following conservation easements at their December 3, 2020 meeting, for the amounts shown in the grant agreements. The projects have not changed from what was presented to that Board.

For the purpose of a general context, see the separate attachments for maps of these conservation easements. Roughly 20% of all the private land in Gunnison County is protected with conservation easements.

The following pages have project summaries provided by the applicant.

Antelope Creek Ranch

The Antelope Creek Ranch Conservation Easement preserves wildlife habitat, open space and agricultural production on 122 acres located entirely within the limits of the City of Gunnison's Three-Mile Plan. The property includes a stretch of Antelope Creek and is adjacent to federal BLM land that hosts several leks of Gunnison Sage-grouse. The property is visible to the general public from public lands, from County Road 17 and from Bureau of Land Management roads. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife, including Gunnison Sage-grouse.

The Antelope Creek Ranch Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement and mineral rights are retired into the easement. Primary funding for the conservation easement is provided by a grant from the NRCS for protection of Gunnison Sage-grouse habitat through a program that protects grasslands of special environmental significance. The Land Preservation Funds constitute 32% of the project value. The remaining project value is a donation by the landowner.

No material changes have been made to the project since the grant was awarded by the Gunnison Valley Land Preservation Board.

Bar IV Ranch

The Bar IV Ranch Property Conservation Easement preserves wildlife habitat, irrigated meadows, and agricultural production on 240 acres in the Powderhorn area of Gunnison County. The scenic terrain of the property is visible to the general public driving along State Highway 149 and from adjacent Bureau of Land Management lands. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife, including Gunnison Sage-grouse.

The Bar IV Ranch Property Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement and mineral rights are retired into the easement. Primary funding for the conservation easement is provided by a grant from the NRCS for protection of Gunnison Sage-grouse habitat through a program that protects grasslands of special environmental significance. The Land Preservation Funds constitute 19% of the project value. The remaining project value is a donation by the landowner.

No material changes have been made to the project since the grant was awarded by the Gunnison Valley Land Preservation Board.

Flying W Ranch

The Flying W Ranch Conservation Easement preserves wildlife habitat, open space and agricultural production on 1,545 acres in the Lake Fork area of Gunnison County. This conservation easement is adjacent to 2,436 acres of rangleands previously conserved by the owner in 2002. The property is visible to the general public from public lands, from State Highway 149 and from seasonal county and Bureau of Land Management roads. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife, including Gunnison Sage-grouse.

The Flying W Ranch Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement and mineral rights are retired into the easement. Primary funding for the conservation easement is provided by a grant from the NRCS for protection of Gunnison Sage-grouse habitat through a program that protects grasslands of special environmental significance. The Land Preservation Funds constitute 4% of the project value. The remaining project value is a donation by the landowner.

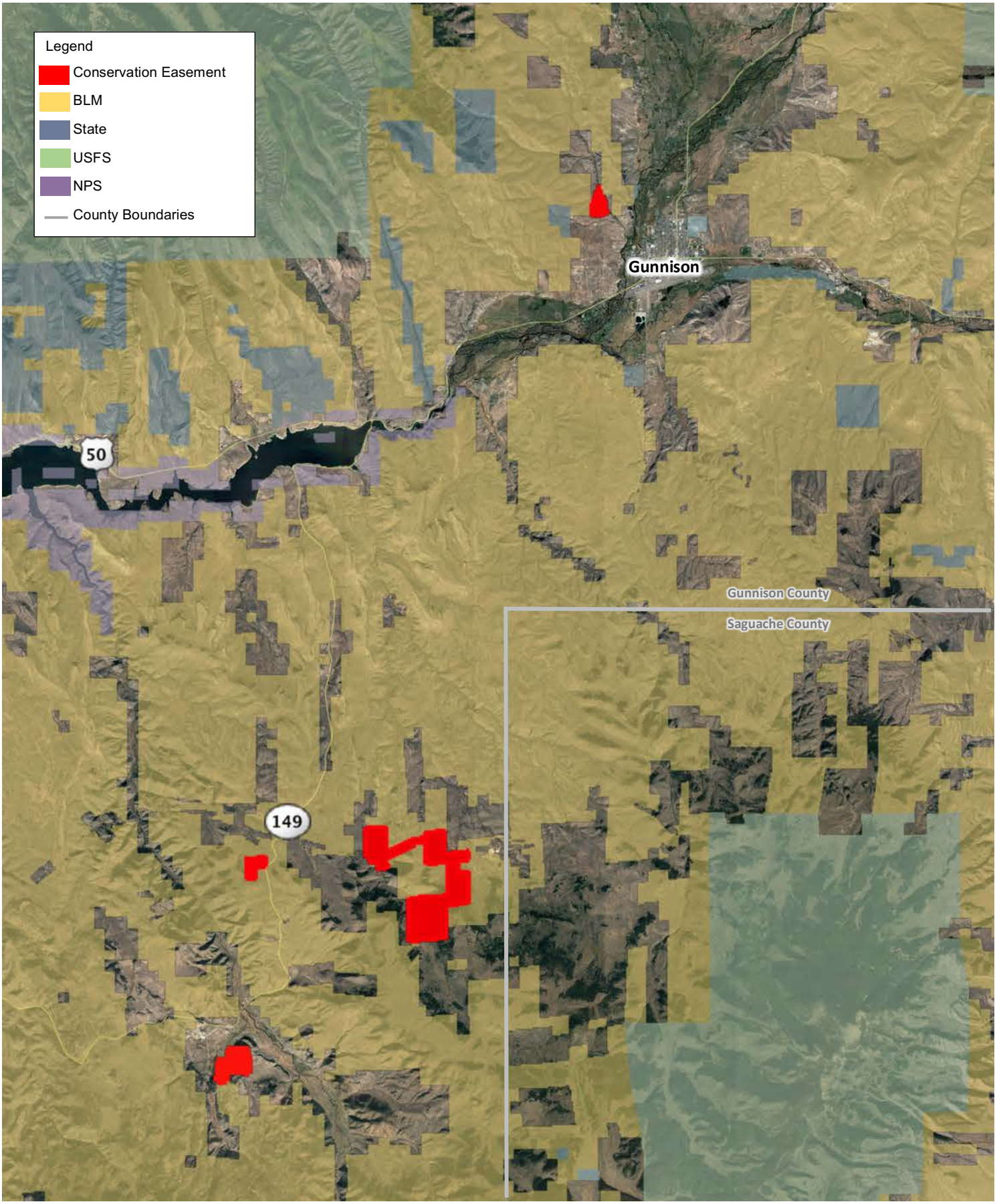
No material changes have been made to the project since the grant was awarded by the Gunnison Valley Land Preservation Board.

Wildcat Gulch Ranch

The Wildcat Gulch Ranch Conservation Easement preserves wildlife habitat, irrigated meadows, and agricultural production on 120 acres adjacent to State Highway 149 in the Lake Fork area of Gunnison County. The scenic terrain of the property is visible to the general public driving along State Highway 149, seasonal county and Bureau of Land Management roads, and from adjacent public lands. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife, including Gunnison Sage-grouse.

The Wildcat Gulch Ranch Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement and mineral rights are retired into the easement. Primary funding for the conservation easement is provided by a grant from the NRCS for protection of Gunnison Sage-grouse habitat through a program that protects grasslands of special environmental significance. The Land Preservation Funds constitute 31% of the project value.

The remaining project value is a donation by the landowner. No material changes have been made to the project since the grant was awarded by the Gunnison Valley Land Preservation Board.



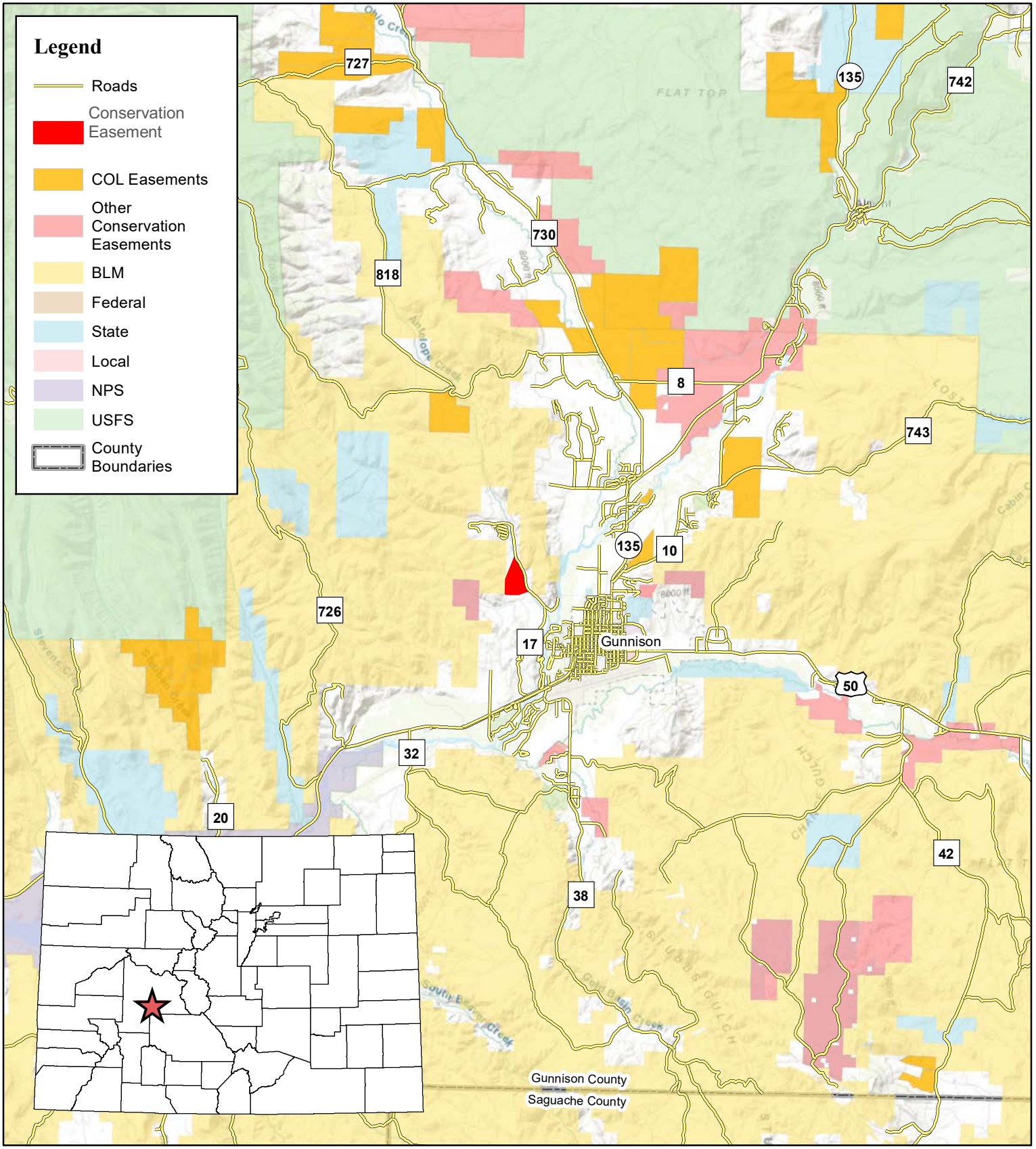
Preparer: Gunnison Ranchland Conservation Legacy Date: June 14, 2021
Public access should not be inferred from this map. This map is not a survey and should not be construed as one.

5 miles

N

ANTELOPE CREEK RANCH – LOCATION MAP

121.69 ACRES - GUNNISON COUNTY



Preparer: John Peters Date: May 26, 2021
Data Source: Gunnison County (Roads); COMaP 0306 (Protected Lands); Wildlife GIS Group (Counties); ESRI (Basemap); COL (All Else)
Public Access should not be inferred from this map. This map is not a survey and should not be construed as one.

0 1 2 4 Miles

N

Gunnison Valley Land Preservation Fund

GRANT AGREEMENT

Project Name: Antelope Creek Ranch Conservation Easement

PARTIES TO AGREEMENT

Gunnison County

221 N. Wisconsin St, Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: 970 641-7645

_____

Grantee: Gunnison Ranchland Conservation Legacy

Address: 307 North Main Street, Suite 2H

Contact name: Stacy McPhail

Date: 06/14/2021

Exhibits:

Exhibit A - Required Language for the Deed of Conservation Easement

Exhibit B - Project Summary

Exhibit C – Budget

THIS GRANT AGREEMENT ("Grant Agreement") is entered into this _____, 2021, by and between the Board of County Commissioners of Gunnison County, Colorado ("Board"), 200 E Virginia, Gunnison, Colorado 81230, and ___Gunnison Ranchland Conservation Legacy_____, ("GRCL"), (jointly the "Parties"), and witnesses:

RECITALS

A. A portion of the revenue from the current County-wide sales tax in Gunnison County is deposited in the Gunnison Valley Land Preservation Fund ("Fund") of the Board which is an account of the Capital Improvement Fund of the Board. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County, including matching public and private grants or to acquire interests or easements in land and water rights. The Fund was originally established, by public vote, in 1997 and was reauthorized by public vote in 2012. The amount of monies for the Fund varies annually.

B. Gunnison County has created a process for review of requests for funding of projects from the Fund. The process begins with submission of a written proposal by a proponent to the Gunnison Valley Land Preservation Board ("GVLPB"), which consists of two members appointed by each Gunnison County, City of Gunnison, Town of Crested Butte, and Town of Mount Crested Butte for a total of eight voting members. The GVLPB approves, disapproves or approves with conditions, the proposal. Provision of monies from the Fund requires a formal grant Grant Agreement to be executed by the Board and the project proponent.

C. The GRCL ("Grantee") has applied to the GVLPB for funding of a project known as Antelope Creek Ranch ("Project") more particularly described in the Project Application as submitted to and on file with GVLPB, Exhibit B ("Project Summary") and Exhibit C ("Budget") and Exhibit D ("Property") all attached hereto and incorporated herein. The GVLPB has reviewed and approved the Project.

D. This Grant Agreement is intended to identify and memorialize the relationship between the Parties, the various obligations of the Parties regarding the Project, and required components of any relevant deed or conservation easement.

SECTION 1-PROJECT SCOPE

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

I. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Grant Agreement.

2. Grant and Project. The Board hereby awards to Grantee a grant in the amount not to exceed

$_____100,748_____ (the "Grant"), subject to the terms and conditions set forth in this Grant Agreement and subject to the following specific condition(s) for this Project:

The final amount of funding for this Project that will be available to Grantee at closing or reimbursement will be dependent upon the overall Project being completed with no material changes. The Grant will not be increased, but the Board may reduce the Grant if the Project changes in any way that the Board deems material. For example, a reduction in acreage, purchase price, or fair market value may cause a reduction in the Grant, unless the Board approves adding or substituting elements to the overall Project. Similarly, the Board will release grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to the Board's determination of how the proportionate acreage, cost and value relates to the overall Project and Grant. The Grantee must meet the Board's reporting requirements before any funds are released. The Project must also comply with all of the Board's policies and practices and must meet any special conditions as listed in the attached Project Summary – Exhibit C.

3. Exclusive Use of Grant. The Grant shall be used by Grantee solely to complete the Project only as approved by the GVLPB and this Grant Agreement.

4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLPB and the Board, may result in a reduction of the Board's funding award or requirement of a refund to the Board from Grantee, pursuant to Paragraph 10 of this Grant Agreement. In addition, any material change to the Project that is not approved in advance and in writing by the Board and GVLPB may result in termination of the Grant.

5. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated direct costs associated with the Project, a copy of which is attached hereto as Exhibit C and incorporated herein by reference ("Budget"). Eligible costs are described in Paragraph 8 of this Grant Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by the Board, GVLPB or the Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as the Board approves the final version.

6. Waiver. Prior to the disbursement of funds, the Board may waive certain conditions set forth in this Grant Agreement. Anything else to the contrary notwithstanding, no exercise by the Board or GVLPB of any right or discretion reserved by the Board hereunder shall be deemed an election, and no waiver by the Board of any action or requirement of Grantee, including any waiver of the foregoing conditions, shall constitute a waiver of any other requirements, actions or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Board shall be effective unless in advance and in writing executed by the Board. Additionally, any failure by the Board to take any actions as set forth above shall have no legal effect on the contractual duties of the Grantee under this Grant Agreement. Further, no waiver with respect to this Project, Grant, or Grant Agreement shall constitute a waiver in any other Board-funded project.

7. Future Funding. This Grant Agreement and the provision of funds contemplated hereunder only apply to the Project as approved herein. The Board makes no representations regarding future funding for future phases of the Project or any other properties.

SECTION 2- GRANT PAYMENT

8. Eligible Costs. The following costs are eligible for reimbursement under the terms and conditions of this Grant Agreement:

A. *Interest in Land.* For any interest in real property described in the Project Application and Project Summary (“Property”), the purchase price may not exceed the fair market value as established by appraisal.

B. *Direct Costs*. Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan and baseline documentation; a survey, if needed; a geologist's mineral assessment, if needed; maps.

C. *Stewardship Costs*. Costs directly associated with stewardship of the Project, and only as expressly identified in the Budget.

9. Payment of Grant. Payment of the Grant is subject to the Board's determination in its sole discretion that it has received and has available sufficient Fund proceeds to fund the Grant and that Grantee has complied with the terms and conditions of this Grant Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in herein. In determining the sufficiency of Fund proceeds, the Board may consider all facts and circumstances as it deems necessary or desirable, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future Board operating expenses and budgetary needs.

10. Withdrawal of Board Funding; Termination of Grant Agreement. Anything in this Grant Agreement to the contrary notwithstanding, with prior notice to Grantee, the Board reserves the right to withhold or withdraw all or a portion of the Grant, to require a refund of the Grant, and/or terminate this Grant Agreement if the Board determines in its sole discretion that any of the following conditions exist, but before making such determination, the Board shall notify the GVLPB:

A. *Altered Expectations*. Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant as approved by the Board infeasible or impractical;

B. *Material Project Changes*. Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by the GVLPB and reflected in the Project Summary, and all such material changes have not otherwise received prior written approval of the Board;

C. *Inaccuracies.* Any statement or representation made or information provided by the Grantee in the Project Application, this Grant Agreement or the due diligence materials is untrue, inaccurate or incomplete in any material respect;

D. *Conditions Precedent Not Fulfilled or Unsatisfactory*. Any of the conditions precedent to funding is not fulfilled by Grantee or is unsatisfactory to the GVLPB or Board, in their respective discretion; or

E. *Termination of Use Restriction, Disposal of Property*. Any use restriction (e.g. conservation easement) is terminated or materially altered or if other interests purchased with the Grant are disposed of; in which event Grantee shall make a full refund to the Board of all funds received to date.

SECTION 3- CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete acquisition of the Property no later than eighteen months after the date of the Board's approval of the Project (the "Completion Date"). Grantee may request an extension of the Completion Date, which the Board may grant or deny in its sole discretion. In addition to other rights set forth in this Grant Agreement, the Board may elect to terminate this Grant Agreement and deauthorize the Project in the event this Completion Date is not met and/or Grantee fails to comply with any extension.

12. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Grant Agreement and the disbursement of funds by the Board is undertaken at Grantee's sole risk and may cause a forfeiture of the Grant. Anything else in this Grant Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Grant Agreement to the Board's satisfaction in its sole discretion, including, but not limited to, the following:

A. *Matching Funds*. Matching funds in the minimum amount set forth in the Project Application and Project Summary must have been received by Grantee, or the status of efforts to secure matching funding were disclosed to the Board and have been deemed satisfactory by the Board.

B. *Due Diligence*. The GVLPB shall conduct a due diligence review of the Project, which the Board shall rely upon in its consideration of the Project, and the results of which must be satisfactory to the Board in its sole discretion. Grantee shall assist and cooperate with the Board in conducting such due diligence review, and in connection therewith shall provide the Board with the information or documentation specified in the Project Application, as well as such other documentation and/or information as the Board shall reasonably request. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date such information is originally provided to the Board. The Board may in its sole discretion terminate this Grant Agreement and deauthorize the Grant if Grantee fails to provide any information or documentation promptly when requested by the Board.

C. *Other Property Interests.* Grantee may not use the Grant or other Project funds to acquire any rights other than the Use Restriction, as defined below, on the Property, including but not limited to, fee title, water rights, or any other partial real estate interest (collectively, "Other Interests").

D. *Gunnison County Use Restriction*. Property acquired with the Board funds, whether through the acquisition of fee title, conservation easement, or any other technique, shall be held and managed in a

manner designed to protect the Property's natural resources, open space and other conservation values, to prevent any development that would adversely affect such resources and values, and where necessary and appropriate, to ensure appropriate public access ("Use Restriction"). Such Use Restriction shall be implemented by inclusion of specific language in a conservation easement or other document approved in writing by the Gunnison County Attorney and recorded in the Office of the Gunnison County Clerk and Recorder ("Conservation Easement"). Each Conservation Easement shall be acceptable to the Board in form and content, and shall identify Grantee or a third party acceptable to the Board as the Holder. In accordance with this requirement, Grantee hereby covenants and agrees as follows:

(1) *Conservation Easement Form*. Grantee shall incorporate the terms and conditions that are contained in the Board's approval, in substantially the same language as in Exhibit A ("Required Language for the Deed of Conservation Easement") attached hereto and incorporated herein and approved by the County Attorney, into Grantee's Conservation Easement. Grantee acknowledges that the Grantee must obtain County Attorney approval of the proposed Conservation Easement well in advance of closing.

(2) *Subordination to Use Restriction*. All liens, encumbrances or other use restrictions and interests of record that, in the Board's opinion, are inconsistent with the Conservation Easement, must be discharged, released or subordinated to the Conservation Easement.

SECTION 4-OTHER PROVISIONS

13. Publicity and Project Information. The Board has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge the Board funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, the Board shall be acknowledged as a contributor in the invitation for the event.

14. Liability.

A. *Indemnity*. To the extent allowed by law, Grantee shall indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Grant Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from Gunnison County, the Board,

its members, officers, agents or employees for any liability resulting from, growing out of; or in any way connected with or incident to this Grant Agreement.

B. *No CGIA Waiver*. Anything else in this Grant Agreement to the contrary notwithstanding, no term or condition of this Grant Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted) ("CGIA"). This provision may apply to the Grantee if the Grantee qualities for protection under the CGIA. The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Grant Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates*. Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, and local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the maximum extent permitted by law, Grantee hereby agrees to indemnify, defend and hold harmless the Board, Gunnison County staff, and GVLPF members from any cost, expense or liability tor any failure to comply with any such applicable requirements.

D. *Nondiscrimination*. During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex and shall comply with any other applicable laws prohibiting discrimination. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

15. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Property subject to the Use Restriction. The accounts, documents, and records related to acquisition of the Property shall be retained

by Grantee for five (5) years following the date of disbursement by the Board of the funds under this Grant Agreement, and shall be subject to examination and audit by the Board or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

16. Post-Completion Requirements.

A. *Stewardship*. Grantee shall comply with the Board's stewardship requirements as identified in Exhibit A and the Board's approval of the Grant.

B. *Change of Use.* If Grantee, in its reasonable discretion, determines a need for a request of a change in use of the Property or Other Interests wholly or partially acquired with the Grant, Grantee shall notify the GVLPB, in writing, of its determination for a request of a change of use review. The GVLPB will review the change of use request. Within sixty (60) days after submitting the change of use request, Grantee shall submit to the GVLPB any additional documentation requested by the GVLPB as a result of its receipt of the change of use request. The GVLPB will review the change of use request to determine whether or not the need for a change in use is compelling and consistent with the conservation purpose of the easement. The GVLPB in its sole discretion will determine whether to grant, deny, or condition the GVLPB's approval. Further, no change of use shall be made without the GVLPB's prior written approval.

C. *No Termination of Conservation Easement Without Prior Board Written Approval*. Notwithstanding any provision of law to the contrary, it is the explicit agreement of the Parties that there shall be no termination of the Conservation Easement funded partially or wholly by this Grant Agreement without the prior written approval of the Board which the Board may grant only if the Board finds in its reasonable discretion that conditions on or surrounding the subject property have changed so much that it has become impossible to fulfill the easement's conservation purpose.

D. *Standing To Enforce*. Notwithstanding any provision in C.R.S. 38-30.5-101. et. seq., as it may be amended, to the contrary, the Board shall have standing to initiate and participate in court proceedings to enforce the Grant Agreement and any Use Restriction, enacted via a conservation easement or other Board approved method, funded wholly or in part by funds granted by the Grant Agreement.

E. *Conservation Easement Document Shall Incorporate Post-Completion Requirements*. Each Conservation Easement and document of title funded wholly or partially by the Grant Agreement shall incorporate in writing the requirements of this Section 16.

17. Breach. In addition to such other remedies as shall be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Grant Agreement, the Board shall have the following non-exclusive remedies:

A. *Prior to Payment of Grant*. The Board reserves the right to withdraw funding and/or terminate this Grant Agreement.

B. *After Payment of Grant.* The Board reserves the right to seek equitable relief and all other remedies as available to it under applicable law, including but not limited to, return of all or a portion of the Grant as provided herein. Further, the Board reserves the right to deem Grantee ineligible for participation in future Board grants, loans or projects.

C. In addition to the remedies set forth above, the Board shall be entitled to pursue any other remedy available at law or in equity.

18. Miscellaneous Provisions.

A. *Good Faith.* Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.

B. *Assignment*. Grantee may not assign its rights or delegate its obligations under this Grant Agreement without the express written consent of the Board. Consent to assign this Grant Agreement may be withheld in the sole discretion of the Board.

C. *Applicable Law.* Colorado law applies to the interpretation and enforcement of this Grant Agreement.

D. *Status of Grantee*. The parties acknowledge that the Board lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee or agent of the Board. The parties to this Grant Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.

E. *Time is of the Essence*. Time is of the essence in this Grant Agreement.

F. *Survival*. The terms and provisions of this Grant Agreement and Grantee's obligations hereunder shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the real property interest by Grantee.

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

H. *Third Party Beneficiary*. The Board and Grantee hereby acknowledge and agree that this Grant Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended. Notwithstanding the preceding statement, the Board and Grantee hereby acknowledge that the Board is intended to be and is a third party beneficiary of the Conservation Easement and Grantee's real property interest therein.

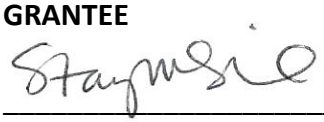
I. *Notice*. Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Grant Agreement.

J. *Construction; Severability*. Each party hereto has reviewed and revised (or requested revisions of) this Grant Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Grant Agreement. If any provision in this Grant Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Grant Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Grant Agreement is declared void or unenforceable, such provision shall be deemed severed from this Grant Agreement, and the balance of this Grant Agreement shall otherwise remain in full force and effect. At any time when this Grant Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Grant Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.

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

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

GRANTEE



_____

Gunnison Ranchland Conservation Legacy
Stacy McPhail, Executive Director

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____

Jonathan Houck, Chairperson

_____

Roland Mason, Commissioner

_____

Elizabeth Smith, Commissioner

_____

Deputy County Clerk

Exhibit A - Required Language for the Deed of Conservation Easement

The following language is required for a conservation easement deed resulting from a GVLPB grant, even if the grant only provides transaction expenses and no direct funding for the easement. This language must appear in the deed verbatim, or be substantially identical. In order to meet the standard format of different Grantees or Holders of the conservation easement deed, some language may be expressed with slightly different terms. However, any substantive changes in the required language that may alter its meaning must be approved in advance by the Gunnison County Attorney.

1. The following will be included in the deed's introductory section:

> "NOTICE: THIS CONSERVATION EASEMENT HAS BEEN ACQUIRED WITH SUPPORT FROM THE GUNNISON VALLEY LAND PRESERVATION FUND OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY ("GUNNISON COUNTY") IN RECOGNITION OF CONSERVATION VALUES SPECIFIC TO OPEN SPACE, AGRICULTURE AND WILDLIFE HABITAT."

2. The following language will be included in a section describing "Responsibilities of the Parties Not Affected" or similarly titled section:

> "Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee or Gunnison County."

And further:

> "Grantor shall continue to be solely responsible for and Grantee or Gunnison County shall have no obligation for the upkeep and maintenance of the Property."

3. The following language will be included in a section describing "Environmental Liability" or similarly titled section:

> "Grantor shall indemnify, defend, and hold Grantee and Gunnison County and their members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to

comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property."

And further:

"Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee or Gunnison County for Hazardous Materials, nor does it make Grantee or Gunnison County an owner of the Property, nor does it require Grantee or Gunnison County to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation."

And further:

"Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. §13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property."

And further:

"Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property."

4. The following language will be included in a section describing "Enforcement" or similarly titled section:

"If Grantee determines that a violation has occurred, Grantee shall notify Grantor and Gunnison County of the nature of the alleged violation. Said notice need not be in writing."

And further:

"Gunnison County shall in no event be required to participate in any arbitration, mediation, or other dispute resolution process."

5. The following language will be included in a section describing "Deed Correction" or similarly titled section:

"The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, which Gunnison County must first approve in writing, with all associated costs being apportioned as the Parties may mutually agree."

6. The following language will be included in a section describing "Amendment" or similarly titled section:

"If circumstances arise under which an amendment to this Deed would be appropriate, as determined by Grantee in its sole discretion, the Parties may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) complies with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (c) receives Gunnison County's prior written approval."

And further:

" Any amendment must be in writing, signed by the Parties, and recorded in the official records of Gunnison County, Colorado."

And further:

"A copy of the recorded amendment shall be provided by Grantee to Gunnison County and any other funder who requests such notice in writing. In order to preserve the Easement's priority, Gunnison County may require that Grantor obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of Gunnison County's approval under item (c) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement, which includes Deed Correction. Nothing in this paragraph shall be construed as requiring Grantee or Gunnison County to agree to any particular proposed amendment."

7. The following language will be included in a section describing "Transfer of Easement" or similarly titled section:

"This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted

to an organization that, at the time of the transfer, is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §38-30.5-101, *et seq*. and C.R.S. §12-61-724; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed; and (iv) the transferee is approved in writing by Gunnison County in its sole discretion. Grantee shall provide Gunnison County with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, or Gunnison County fails to approve a transferee as described below, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), (iii) and (iv) above."

And further:

"Gunnison County shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unable or unqualified to enforce the terms and provisions of this Easement; or is unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Section, Gunnison County shall consult with Grantee and provide Grantee an opportunity to address Gunnison County's concerns. If Gunnison County's concerns are not addressed to its satisfaction, Gunnison County may require that Grantee assign this Easement to an organization designated by Gunnison County that complies with (i), (ii), and (iii) above. In the case that Grantee ceases to exist, Gunnison County shall transfer the Easement itself. "

And further:

"If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Gunnison County has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and Gunnison County shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter. "

And further:

"Grantee and Gunnison County shall provide notice to and consult with Grantor prior to any assignment or transfer of this Easement. Upon compliance with the applicable portions of this Section, the Parties shall record an instrument completing the assignment in the records of the county or counties in which

the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances."

8. The following language will be included in a section describing "Condemnation" or similarly titled section:

"Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall notify Gunnison County."

And further:

"If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, all expenses reasonably incurred by Grantor, Grantee, and Gunnison County in connection with the taking or in lieu purchase shall be paid out first out of the amount recovered, and Grantee shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

9. The following language will be included in a section describing "Termination or Extinguishment of Easement" or similarly titled section:

"Except as provided in Section 15 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall notify Gunnison County. Grantee and Gunnison County shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

10. The following language will be included in a section describing "Compensation upon Condemnation, Termination, or Extinguishment" or similarly titled section:

[Insert only if the GVLPB contributed to the conservation easement purchase]:

"If the Property is condemned, in whole or in part, pursuant to Section 15 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 16 (Termination or Extinguishment of Easement), Grantee and Gunnison County shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Share of the full fair market value of the Property unrestricted by this

Easement pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii). Grantor shall not voluntarily accept less than full fair market value of the affected Property unrestricted by this Easement without Grantee's approval."

"The allocation of the Proportionate Share between Grantee and Gunnison County will be as follows: (a) to Grantee or its designee, N/A percent of the Proportionate Share and (b) to Gunnison County N/A percent of the Proportionate Share. Until such time as Grantee and Gunnison County receive the Proportionate Share from Grantor or Grantor's successor or assign, Grantee and Gunnison County each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, Grantee must reimburse Gunnison County for the amount of the Proportionate Share due to Gunnison County."

[Insert only if the GVLPB contributed to transaction costs]:

"Gunnison County shall be entitled to reimbursement of all transaction costs paid by a GVLPF grant if the Easement is terminated or extinguished in whole. If the Easement is terminated or extinguished in part, Gunnison County shall be entitled to reimbursement of a proportion of the transaction costs it contributed; such proportion calculated as a fraction, the numerator of which is the number of acres terminated or extinguished and the denominator of which is the total number of acres of the Easement. Reimbursement is provided by Grantor."

11. The following language will be included in a section describing "No Merger, Abandonment, Release, or Adverse Possession" or similarly titled section:

"Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Deed. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor and Gunnison County. As a condition of such approval, Gunnison County may require that Grantee first transfer either the Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. In the event Grantee acquires fee title to the Property without Grantee's prior knowledge (e.g. a bequest of fee title by will), upon its learning of such conveyance, Grantee shall promptly provide notice of the same to Gunnison County, and Gunnison County may require that Grantee transfer this Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. The Easement

shall not be extinguished, in whole or in part, through the legal doctrine of merger in view of the public interest in its enforcement. This Easement cannot be abandoned, released, or affected by adverse possession."

12. The following language will be included in a section describing "Perpetual Duration" or similarly titled section:

"This Easement shall be a servitude running with the land in perpetuity. The provisions of this Deed that apply to either Party shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. Notwithstanding the foregoing, each party's rights and obligations under the Easement created by this Deed shall terminate (as to such party, but not as to such party's successor, who shall be bound as provided herein) upon a transfer of the party's entire interest in this Easement or the Property (provided that Gunnison County has consented to a transfer of this Easement by Grantee pursuant to Section 12 (Transfer of Easement) herein), except that liability of such transferring party for act or omissions occurring prior to such transfer shall survive the transfer."

13. The following language will be included in a section describing "Written Notices" or similarly titled section:

To Gunnison County: Board of County Commissioners
200 E. Virginia Ave.
Gunnison, CO 81230

14. The following language will be included in a section describing "No Third Party Enforcement" or similarly titled section:

"This Deed is entered into by and between Grantor and Grantee, and does not create rights or responsibilities for the enforcement of its terms in any third parties beyond Grantor, Grantee, and Gunnison County."

Exhibit B- "Antelope Creek Ranch Conservation Easement" Project Summary

The Antelope Creek Ranch Conservation Easement preserves wildlife habitat, open space and agricultural production on 122 acres located entirely within the limits of the City of Gunnison's Three-Mile Plan. The property includes a stretch of Antelope Creek and is adjacent to federal BLM land that hosts several leks of Gunnison Sage-grouse. The property is visible to the general public from public lands, from County Road 17 and from Bureau of Land Management roads. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife, including Gunnison Sage-grouse.

The Antelope Creek Ranch Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement and mineral rights are retired into the easement. Primary funding for the conservation easement is provided by a grant from the NRCS for protection of Gunnison Sage-grouse habitat through a program that protects grasslands of special environmental significance. The Land Preservation Funds constitute 32% of the project value. The remaining project value is a donation by the landowner.

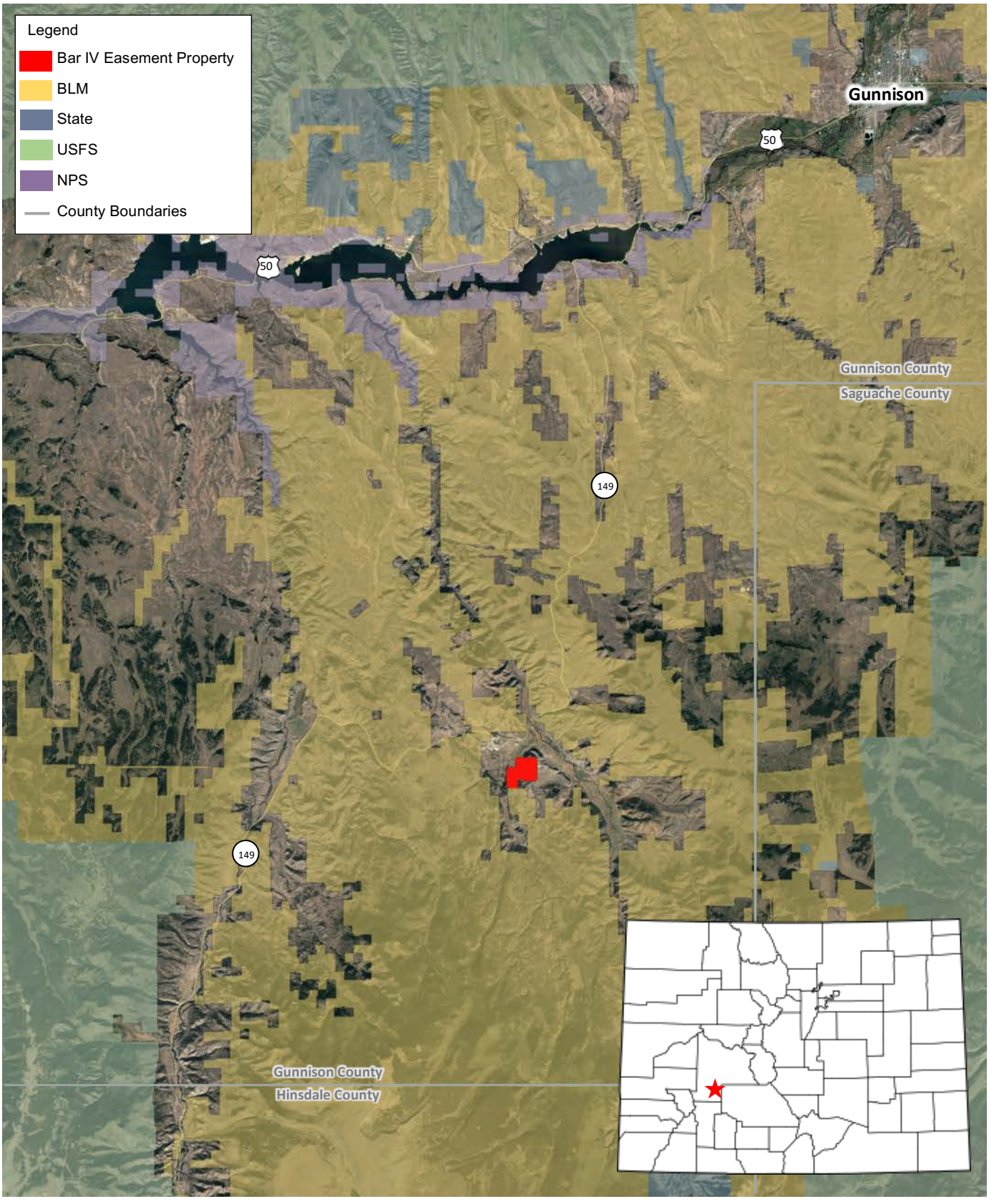
No material changes have been made to the project since the grant was awarded by the Gunnison Valley Land Preservation Board.

Exhibit C- "Antelope Creek Ranch Conservation Easement" Budget

Project Activities:	*Land Pres Funding*
Land Trust Admin Fee	15,000
Land Trust Stewardship Fee	25,848
GRCL Project Fee	18,000
Appraisal	25,000
Baseline Report	3,500
Water Report, Mgmt Plan	2,000
Title Insurance, Closing	1,400
Legal Fees	3,000
State Fee	7,000
Total	100,748

Bar IV Ranch Property – Location Map

240 acres – Gunnison County



Preparer: Gunnison Ranchland Conservation Legacy Date: May 12, 2021

Public access should not be inferred from this map. This map is not a survey and should not be construed as one.

5 miles

N

Gunnison Valley Land Preservation Fund

GRANT AGREEMENT

Project Name: Bar IV Ranch Conservation Easement

PARTIES TO AGREEMENT

Gunnison County

221 N. Wisconsin St, Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: 970 641-7645

_____

Grantee: Gunnison Ranchland Conservation Legacy

Address: 307 North Main Street, Suite 2H

Contact name: Stacy McPhail

Date: 06/14/2021

Exhibits:

Exhibit A - Required Language for the Deed of Conservation Easement

Exhibit B - Project Summary

Exhibit C – Budget

THIS GRANT AGREEMENT ("Grant Agreement") is entered into this _____, 2021, by and between the Board of County Commissioners of Gunnison County, Colorado ("Board"), 200 E Virginia, Gunnison, Colorado 81230, and ___Gunnison Ranchland Conservation Legacy_____, ("GRCL"), (jointly the "Parties"), and witnesses:

RECITALS

A. A portion of the revenue from the current County-wide sales tax in Gunnison County is deposited in the Gunnison Valley Land Preservation Fund ("Fund") of the Board which is an account of the Capital Improvement Fund of the Board. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County, including matching public and private grants or to acquire interests or easements in land and water rights. The Fund was originally established, by public vote, in 1997 and was reauthorized by public vote in 2012. The amount of monies for the Fund varies annually.

B. Gunnison County has created a process for review of requests for funding of projects from the Fund. The process begins with submission of a written proposal by a proponent to the Gunnison Valley Land Preservation Board ("GVLPB"), which consists of two members appointed by each Gunnison County, City of Gunnison, Town of Crested Butte, and Town of Mount Crested Butte for a total of eight voting members. The GVLPB approves, disapproves or approves with conditions, the proposal. Provision of monies from the Fund requires a formal grant Grant Agreement to be executed by the Board and the project proponent.

C. The GRCL ("Grantee") has applied to the GVLPB for funding of a project known as Bar IV Ranch ("Project") more particularly described in the Project Application as submitted to and on file with GVLPB, Exhibit B ("Project Summary") and Exhibit C ("Budget") and Exhibit D ("Property") all attached hereto and incorporated herein. The GVLPB has reviewed and approved the Project.

D. This Grant Agreement is intended to identify and memorialize the relationship between the Parties, the various obligations of the Parties regarding the Project, and required components of any relevant deed or conservation easement.

SECTION 1-PROJECT SCOPE

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

I. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Grant Agreement.

2. Grant and Project. The Board hereby awards to Grantee a grant in the amount not to exceed $\$$ 103,300 (the "Grant"), subject to the terms and conditions set forth in this Grant Agreement and subject to the following specific condition(s) for this Project:

The final amount of funding for this Project that will be available to Grantee at closing or reimbursement will be dependent upon the overall Project being completed with no material changes. The Grant will not be increased, but the Board may reduce the Grant if the Project changes in any way that the Board deems material. For example, a reduction in acreage, purchase price, or fair market value may cause a reduction in the Grant, unless the Board approves adding or substituting elements to the overall Project. Similarly, the Board will release grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to the Board's determination of how the proportionate acreage, cost and value relates to the overall Project and Grant. The Grantee must meet the Board's reporting requirements before any funds are released. The Project must also comply with all of the Board's policies and practices and must meet any special conditions as listed in the attached Project Summary – Exhibit C.

3. Exclusive Use of Grant. The Grant shall be used by Grantee solely to complete the Project only as approved by the GVLPB and this Grant Agreement.

4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLPB and the Board, may result in a reduction of the Board's funding award or requirement of a refund to the Board from Grantee, pursuant to Paragraph 10 of this Grant Agreement. In addition, any material change to the Project that is not approved in advance and in writing by the Board and GVLPB may result in termination of the Grant.

5. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated direct costs associated with the Project, a copy of which is attached hereto as Exhibit C and incorporated herein by reference ("Budget"). Eligible costs are described in Paragraph 8 of this Grant Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by the Board, GVLPB or the Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as the Board approves the final version.

6. Waiver. Prior to the disbursement of funds, the Board may waive certain conditions set forth in this Grant Agreement. Anything else to the contrary notwithstanding, no exercise by the Board or GVLPB of any right or discretion reserved by the Board hereunder shall be deemed an election, and no waiver by the Board of any action or requirement of Grantee, including any waiver of the foregoing conditions, shall constitute a waiver of any other requirements, actions or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Board shall be effective unless in advance and in writing executed by the Board. Additionally, any failure by the Board to take any actions as set forth above shall have no legal effect on the contractual duties of the Grantee under this Grant Agreement. Further, no waiver with respect to this Project, Grant, or Grant Agreement shall constitute a waiver in any other Board-funded project.

7. Future Funding. This Grant Agreement and the provision of funds contemplated hereunder only apply to the Project as approved herein. The Board makes no representations regarding future funding for future phases of the Project or any other properties.

SECTION 2- GRANT PAYMENT

8. Eligible Costs. The following costs are eligible for reimbursement under the terms and conditions of this Grant Agreement:

A. *Interest in Land.* For any interest in real property described in the Project Application and Project Summary (“Property”), the purchase price may not exceed the fair market value as established by appraisal.

B. *Direct Costs*. Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan and baseline documentation; a survey, if needed; a geologist's mineral assessment, if needed; maps.

C. *Stewardship Costs*. Costs directly associated with stewardship of the Project, and only as expressly identified in the Budget.

9. Payment of Grant. Payment of the Grant is subject to the Board's determination in its sole discretion that it has received and has available sufficient Fund proceeds to fund the Grant and that Grantee has complied with the terms and conditions of this Grant Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in herein. In determining the sufficiency of Fund proceeds, the Board may consider all facts and circumstances as it deems necessary or desirable, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future Board operating expenses and budgetary needs.

10. Withdrawal of Board Funding; Termination of Grant Agreement. Anything in this Grant Agreement to the contrary notwithstanding, with prior notice to Grantee, the Board reserves the right to withhold or withdraw all or a portion of the Grant, to require a refund of the Grant, and/or terminate this Grant Agreement if the Board determines in its sole discretion that any of the following conditions exist, but before making such determination, the Board shall notify the GVLPB:

A. *Altered Expectations*. Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant as approved by the Board infeasible or impractical;

B. *Material Project Changes*. Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by the GVLPB and reflected in the Project Summary, and all such material changes have not otherwise received prior written approval of the Board;

C. *Inaccuracies.* Any statement or representation made or information provided by the Grantee in the Project Application, this Grant Agreement or the due diligence materials is untrue, inaccurate or incomplete in any material respect;

D. *Conditions Precedent Not Fulfilled or Unsatisfactory*. Any of the conditions precedent to funding is not fulfilled by Grantee or is unsatisfactory to the GVLPB or Board, in their respective discretion; or

E. *Termination of Use Restriction, Disposal of Property*. Any use restriction (e.g. conservation easement) is terminated or materially altered or if other interests purchased with the Grant are disposed of; in which event Grantee shall make a full refund to the Board of all funds received to date.

SECTION 3- CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete acquisition of the Property no later than eighteen months after the date of the Board's approval of the Project (the "Completion Date"). Grantee may request an extension of the Completion Date, which the Board may grant or deny in its sole discretion. In addition to other rights set forth in this Grant Agreement, the Board may elect to terminate this Grant Agreement and deauthorize the Project in the event this Completion Date is not met and/or Grantee fails to comply with any extension.

12. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Grant Agreement and the disbursement of funds by the Board is undertaken at Grantee's sole risk and may cause a forfeiture of the Grant. Anything else in this Grant Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Grant Agreement to the Board's satisfaction in its sole discretion, including, but not limited to, the following:

A. *Matching Funds*. Matching funds in the minimum amount set forth in the Project Application and Project Summary must have been received by Grantee, or the status of efforts to secure matching funding were disclosed to the Board and have been deemed satisfactory by the Board.

B. *Due Diligence*. The GVLPB shall conduct a due diligence review of the Project, which the Board shall rely upon in its consideration of the Project, and the results of which must be satisfactory to the Board in its sole discretion. Grantee shall assist and cooperate with the Board in conducting such due diligence review, and in connection therewith shall provide the Board with the information or documentation specified in the Project Application, as well as such other documentation and/or information as the Board shall reasonably request. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date such information is originally provided to the Board. The Board may in its sole discretion terminate this Grant Agreement and deauthorize the Grant if Grantee fails to provide any information or documentation promptly when requested by the Board.

C. *Other Property Interests.* Grantee may not use the Grant or other Project funds to acquire any rights other than the Use Restriction, as defined below, on the Property, including but not limited to, fee title, water rights, or any other partial real estate interest (collectively, "Other Interests").

D. *Gunnison County Use Restriction*. Property acquired with the Board funds, whether through the acquisition of fee title, conservation easement, or any other technique, shall be held and managed in a

manner designed to protect the Property's natural resources, open space and other conservation values, to prevent any development that would adversely affect such resources and values, and where necessary and appropriate, to ensure appropriate public access ("Use Restriction"). Such Use Restriction shall be implemented by inclusion of specific language in a conservation easement or other document approved in writing by the Gunnison County Attorney and recorded in the Office of the Gunnison County Clerk and Recorder ("Conservation Easement"). Each Conservation Easement shall be acceptable to the Board in form and content, and shall identify Grantee or a third party acceptable to the Board as the Holder. In accordance with this requirement, Grantee hereby covenants and agrees as follows:

(1) *Conservation Easement Form*. Grantee shall incorporate the terms and conditions that are contained in the Board's approval, in substantially the same language as in Exhibit A ("Required Language for the Deed of Conservation Easement") attached hereto and incorporated herein and approved by the County Attorney, into Grantee's Conservation Easement. Grantee acknowledges that the Grantee must obtain County Attorney approval of the proposed Conservation Easement well in advance of closing.

(2) *Subordination to Use Restriction*. All liens, encumbrances or other use restrictions and interests of record that, in the Board's opinion, are inconsistent with the Conservation Easement, must be discharged, released or subordinated to the Conservation Easement.

SECTION 4-OTHER PROVISIONS

13. Publicity and Project Information. The Board has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge the Board funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, the Board shall be acknowledged as a contributor in the invitation for the event.

14. Liability.

A. *Indemnity*. To the extent allowed by law, Grantee shall indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Grant Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from Gunnison County, the Board,

its members, officers, agents or employees for any liability resulting from, growing out of; or in any way connected with or incident to this Grant Agreement.

B. *No CGIA Waiver*. Anything else in this Grant Agreement to the contrary notwithstanding, no term or condition of this Grant Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted) ("CGIA"). This provision may apply to the Grantee if the Grantee qualities for protection under the CGIA. The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Grant Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates*. Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, and local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the maximum extent permitted by law, Grantee hereby agrees to indemnify, defend and hold harmless the Board, Gunnison County staff, and GVLPF members from any cost, expense or liability tor any failure to comply with any such applicable requirements.

D. *Nondiscrimination*. During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex and shall comply with any other applicable laws prohibiting discrimination. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

15. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Property subject to the Use Restriction. The accounts, documents, and records related to acquisition of the Property shall be retained

by Grantee for five (5) years following the date of disbursement by the Board of the funds under this Grant Agreement, and shall be subject to examination and audit by the Board or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

16. Post-Completion Requirements.

A. *Stewardship*. Grantee shall comply with the Board's stewardship requirements as identified in Exhibit A and the Board's approval of the Grant.

B. *Change of Use.* If Grantee, in its reasonable discretion, determines a need for a request of a change in use of the Property or Other Interests wholly or partially acquired with the Grant, Grantee shall notify the GVLPB, in writing, of its determination for a request of a change of use review. The GVLPB will review the change of use request. Within sixty (60) days after submitting the change of use request, Grantee shall submit to the GVLPB any additional documentation requested by the GVLPB as a result of its receipt of the change of use request. The GVLPB will review the change of use request to determine whether or not the need for a change in use is compelling and consistent with the conservation purpose of the easement. The GVLPB in its sole discretion will determine whether to grant, deny, or condition the GVLPB's approval. Further, no change of use shall be made without the GVLPB's prior written approval.

C. *No Termination of Conservation Easement Without Prior Board Written Approval*. Notwithstanding any provision of law to the contrary, it is the explicit agreement of the Parties that there shall be no termination of the Conservation Easement funded partially or wholly by this Grant Agreement without the prior written approval of the Board which the Board may grant only if the Board finds in its reasonable discretion that conditions on or surrounding the subject property have changed so much that it has become impossible to fulfill the easement's conservation purpose.

D. *Standing To Enforce*. Notwithstanding any provision in C.R.S. 38-30.5-101. et. seq., as it may be amended, to the contrary, the Board shall have standing to initiate and participate in court proceedings to enforce the Grant Agreement and any Use Restriction, enacted via a conservation easement or other Board approved method, funded wholly or in part by funds granted by the Grant Agreement.

E. *Conservation Easement Document Shall Incorporate Post-Completion Requirements*. Each Conservation Easement and document of title funded wholly or partially by the Grant Agreement shall incorporate in writing the requirements of this Section 16.

17. Breach. In addition to such other remedies as shall be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Grant Agreement, the Board shall have the following non-exclusive remedies:

A. *Prior to Payment of Grant*. The Board reserves the right to withdraw funding and/or terminate this Grant Agreement.

B. *After Payment of Grant.* The Board reserves the right to seek equitable relief and all other remedies as available to it under applicable law, including but not limited to, return of all or a portion of the Grant as provided herein. Further, the Board reserves the right to deem Grantee ineligible for participation in future Board grants, loans or projects.

C. In addition to the remedies set forth above, the Board shall be entitled to pursue any other remedy available at law or in equity.

18. Miscellaneous Provisions.

A. *Good Faith.* Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.

B. *Assignment*. Grantee may not assign its rights or delegate its obligations under this Grant Agreement without the express written consent of the Board. Consent to assign this Grant Agreement may be withheld in the sole discretion of the Board.

C. *Applicable Law.* Colorado law applies to the interpretation and enforcement of this Grant Agreement.

D. *Status of Grantee*. The parties acknowledge that the Board lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee or agent of the Board. The parties to this Grant Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.

E. *Time is of the Essence*. Time is of the essence in this Grant Agreement.

F. *Survival*. The terms and provisions of this Grant Agreement and Grantee's obligations hereunder shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the real property interest by Grantee.

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

H. *Third Party Beneficiary*. The Board and Grantee hereby acknowledge and agree that this Grant Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended. Notwithstanding the preceding statement, the Board and Grantee hereby acknowledge that the Board is intended to be and is a third party beneficiary of the Conservation Easement and Grantee's real property interest therein.

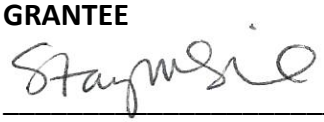
I. *Notice*. Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Grant Agreement.

J. *Construction; Severability*. Each party hereto has reviewed and revised (or requested revisions of) this Grant Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Grant Agreement. If any provision in this Grant Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Grant Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Grant Agreement is declared void or unenforceable, such provision shall be deemed severed from this Grant Agreement, and the balance of this Grant Agreement shall otherwise remain in full force and effect. At any time when this Grant Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Grant Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.

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

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

GRANTEE



_____

Gunnison Ranchland Conservation Legacy
Stacy McPhail, Executive Director

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____

Jonathan Houck, Chairperson

_____

Roland Mason, Commissioner

_____

Elizabeth Smith, Commissioner

_____

Deputy County Clerk

Exhibit A - Required Language for the Deed of Conservation Easement

The following language is required for a conservation easement deed resulting from a GVLPB grant, even if the grant only provides transaction expenses and no direct funding for the easement. This language must appear in the deed verbatim, or be substantially identical. In order to meet the standard format of different Grantees or Holders of the conservation easement deed, some language may be expressed with slightly different terms. However, any substantive changes in the required language that may alter its meaning must be approved in advance by the Gunnison County Attorney.

1. The following will be included in the deed's introductory section:

> "NOTICE: THIS CONSERVATION EASEMENT HAS BEEN ACQUIRED WITH SUPPORT FROM THE GUNNISON VALLEY LAND PRESERVATION FUND OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY ("GUNNISON COUNTY") IN RECOGNITION OF CONSERVATION VALUES SPECIFIC TO OPEN SPACE, AGRICULTURE AND WILDLIFE HABITAT."

2. The following language will be included in a section describing "Responsibilities of the Parties Not Affected" or similarly titled section:

> "Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee or Gunnison County."

And further:

> "Grantor shall continue to be solely responsible for and Grantee or Gunnison County shall have no obligation for the upkeep and maintenance of the Property."

3. The following language will be included in a section describing "Environmental Liability" or similarly titled section:

> "Grantor shall indemnify, defend, and hold Grantee and Gunnison County and their members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to

comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property."

And further:

"Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee or Gunnison County for Hazardous Materials, nor does it make Grantee or Gunnison County an owner of the Property, nor does it require Grantee or Gunnison County to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation."

And further:

"Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. §13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property."

And further:

"Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property."

4. The following language will be included in a section describing "Enforcement" or similarly titled section:

"If Grantee determines that a violation has occurred, Grantee shall notify Grantor and Gunnison County of the nature of the alleged violation. Said notice need not be in writing."

And further:

"Gunnison County shall in no event be required to participate in any arbitration, mediation, or other dispute resolution process."

5. The following language will be included in a section describing "Deed Correction" or similarly titled section:

"The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, which Gunnison County must first approve in writing, with all associated costs being apportioned as the Parties may mutually agree."

6. The following language will be included in a section describing "Amendment" or similarly titled section:

"If circumstances arise under which an amendment to this Deed would be appropriate, as determined by Grantee in its sole discretion, the Parties may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) complies with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (c) receives Gunnison County's prior written approval."

And further:

" Any amendment must be in writing, signed by the Parties, and recorded in the official records of Gunnison County, Colorado."

And further:

"A copy of the recorded amendment shall be provided by Grantee to Gunnison County and any other funder who requests such notice in writing. In order to preserve the Easement's priority, Gunnison County may require that Grantor obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of Gunnison County's approval under item (c) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement, which includes Deed Correction. Nothing in this paragraph shall be construed as requiring Grantee or Gunnison County to agree to any particular proposed amendment."

7. The following language will be included in a section describing "Transfer of Easement" or similarly titled section:

"This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted

to an organization that, at the time of the transfer, is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §38-30.5-101, *et seq*. and C.R.S. §12-61-724; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed; and (iv) the transferee is approved in writing by Gunnison County in its sole discretion. Grantee shall provide Gunnison County with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, or Gunnison County fails to approve a transferee as described below, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), (iii) and (iv) above."

And further:

"Gunnison County shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unable or unqualified to enforce the terms and provisions of this Easement; or is unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Section, Gunnison County shall consult with Grantee and provide Grantee an opportunity to address Gunnison County's concerns. If Gunnison County's concerns are not addressed to its satisfaction, Gunnison County may require that Grantee assign this Easement to an organization designated by Gunnison County that complies with (i), (ii), and (iii) above. In the case that Grantee ceases to exist, Gunnison County shall transfer the Easement itself. "

And further:

"If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Gunnison County has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and Gunnison County shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter. "

And further:

"Grantee and Gunnison County shall provide notice to and consult with Grantor prior to any assignment or transfer of this Easement. Upon compliance with the applicable portions of this Section, the Parties shall record an instrument completing the assignment in the records of the county or counties in which

the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances."

8. The following language will be included in a section describing "Condemnation" or similarly titled section:

"Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall notify Gunnison County."

And further:

"If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, all expenses reasonably incurred by Grantor, Grantee, and Gunnison County in connection with the taking or in lieu purchase shall be paid out first out of the amount recovered, and Grantee shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

9. The following language will be included in a section describing "Termination or Extinguishment of Easement" or similarly titled section:

"Except as provided in Section 15 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall notify Gunnison County. Grantee and Gunnison County shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

10. The following language will be included in a section describing "Compensation upon Condemnation, Termination, or Extinguishment" or similarly titled section:

[Insert only if the GVLPB contributed to the conservation easement purchase]:

"If the Property is condemned, in whole or in part, pursuant to Section 15 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 16 (Termination or Extinguishment of Easement), Grantee and Gunnison County shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Share of the full fair market value of the Property unrestricted by this

Easement pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii). Grantor shall not voluntarily accept less than full fair market value of the affected Property unrestricted by this Easement without Grantee's approval."

"The allocation of the Proportionate Share between Grantee and Gunnison County will be as follows: (a) to Grantee or its designee, N/A percent of the Proportionate Share and (b) to Gunnison County N/A percent of the Proportionate Share. Until such time as Grantee and Gunnison County receive the Proportionate Share from Grantor or Grantor's successor or assign, Grantee and Gunnison County each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, Grantee must reimburse Gunnison County for the amount of the Proportionate Share due to Gunnison County."

[Insert only if the GVLPB contributed to transaction costs]:

"Gunnison County shall be entitled to reimbursement of all transaction costs paid by a GVLPF grant if the Easement is terminated or extinguished in whole. If the Easement is terminated or extinguished in part, Gunnison County shall be entitled to reimbursement of a proportion of the transaction costs it contributed; such proportion calculated as a fraction, the numerator of which is the number of acres terminated or extinguished and the denominator of which is the total number of acres of the Easement. Reimbursement is provided by Grantor."

11. The following language will be included in a section describing "No Merger, Abandonment, Release, or Adverse Possession" or similarly titled section:

"Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Deed. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor and Gunnison County. As a condition of such approval, Gunnison County may require that Grantee first transfer either the Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. In the event Grantee acquires fee title to the Property without Grantee's prior knowledge (e.g. a bequest of fee title by will), upon its learning of such conveyance, Grantee shall promptly provide notice of the same to Gunnison County, and Gunnison County may require that Grantee transfer this Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. The Easement

shall not be extinguished, in whole or in part, through the legal doctrine of merger in view of the public interest in its enforcement. This Easement cannot be abandoned, released, or affected by adverse possession."

12. The following language will be included in a section describing "Perpetual Duration" or similarly titled section:

"This Easement shall be a servitude running with the land in perpetuity. The provisions of this Deed that apply to either Party shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. Notwithstanding the foregoing, each party's rights and obligations under the Easement created by this Deed shall terminate (as to such party, but not as to such party's successor, who shall be bound as provided herein) upon a transfer of the party's entire interest in this Easement or the Property (provided that Gunnison County has consented to a transfer of this Easement by Grantee pursuant to Section 12 (Transfer of Easement) herein), except that liability of such transferring party for act or omissions occurring prior to such transfer shall survive the transfer."

13. The following language will be included in a section describing "Written Notices" or similarly titled section:

To Gunnison County: Board of County Commissioners
200 E. Virginia Ave.
Gunnison, CO 81230

14. The following language will be included in a section describing "No Third Party Enforcement" or similarly titled section:

"This Deed is entered into by and between Grantor and Grantee, and does not create rights or responsibilities for the enforcement of its terms in any third parties beyond Grantor, Grantee, and Gunnison County."

Exhibit B- "Bar IV Ranch Conservation Easement" Project Summary

The Bar IV Ranch Property Conservation Easement preserves wildlife habitat, irrigated meadows, and agricultural production on 240 acres in the Powderhorn area of Gunnison County. The scenic terrain of the property is visible to the general public driving along State Highway 149 and from adjacent Bureau of Land Management lands. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife, including Gunnison Sage-grouse.

The Bar IV Ranch Property Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement and mineral rights are retired into the easement. Primary funding for the conservation easement is provided by a grant from the NRCS for protection of Gunnison Sage-grouse habitat through a program that protects grasslands of special environmental significance. The Land Preservation Funds constitute 19% of the project value. The remaining project value is a donation by the landowner.

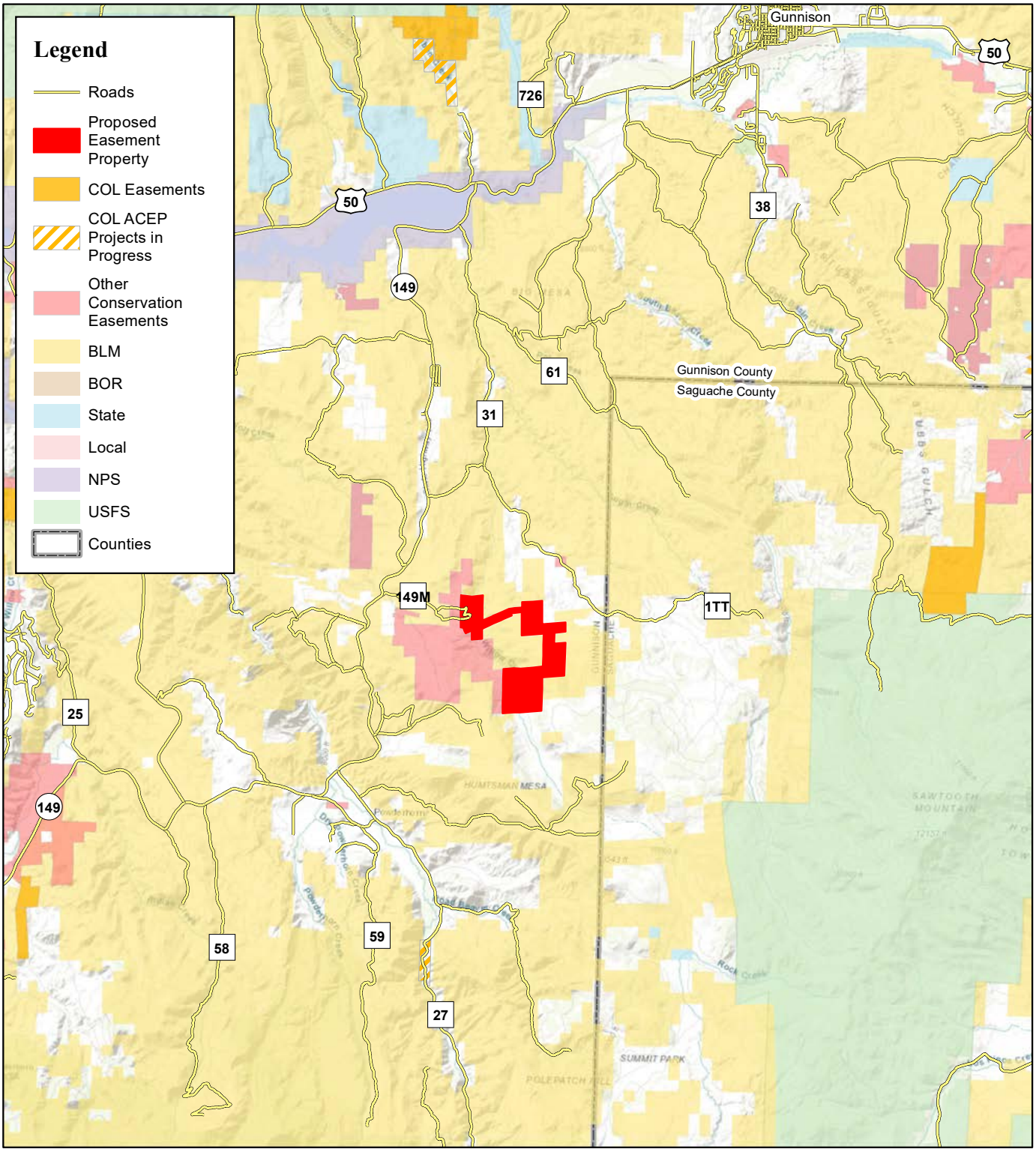
No material changes have been made to the project since the grant was awarded by the Gunnison Valley Land Preservation Board.

Exhibit C- "Bar IV Ranch Conservation Easement" Budget

Project Activities:	*Land Pres Funding*
Land Trust Admin Fee	15,000
Land Trust Stewardship Fee	25,500
GRCL Project Fee	18,000
Appraisal	25,000
Baseline Report	3,500
Water Report, Mgmt Plan	2,000
Minerals Report	2,500
Title Insurance, Closing	1,800
Legal Fees	3,000
State Fee	7,000
Total	103,300

FLYING W RANCH – LOCATION MAP

1,545 ACRES - GUNNISON COUNTY



Preparer: John Peters Date: April 24, 2020
Data Source: Gunnison Co. (Roads); COMaP 20190306 (Protected Lands, with edits to BLM lands); Wildlife GIS Group (Counties); ESRI (Basemap); COL (All Else)
Public Access should not be inferred from this map. This map is not a survey and should not be construed as one.

0 1 2 4 Miles

N

Gunnison Valley Land Preservation Fund

GRANT AGREEMENT

Project Name: Flying W Ranch Conservation Easement

PARTIES TO AGREEMENT

Gunnison County

221 N. Wisconsin St, Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: 970 641-7645

_____

Grantee: Gunnison Ranchland Conservation Legacy

Address: 307 North Main Street, Suite 2H

Contact name: Stacy McPhail

Date: 06/14/2021

Exhibits:

Exhibit A - Required Language for the Deed of Conservation Easement

Exhibit B - Project Summary

Exhibit C – Budget

THIS GRANT AGREEMENT ("Grant Agreement") is entered into this _____, 2021, by and between the Board of County Commissioners of Gunnison County, Colorado ("Board"), 200 E Virginia, Gunnison, Colorado 81230, and ___Gunnison Ranchland Conservation Legacy_____, ("GRCL"), (jointly the "Parties"), and witnesses:

RECITALS

A. A portion of the revenue from the current County-wide sales tax in Gunnison County is deposited in the Gunnison Valley Land Preservation Fund ("Fund") of the Board which is an account of the Capital Improvement Fund of the Board. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County, including matching public and private grants or to acquire interests or easements in land and water rights. The Fund was originally established, by public vote, in 1997 and was reauthorized by public vote in 2012. The amount of monies for the Fund varies annually.

B. Gunnison County has created a process for review of requests for funding of projects from the Fund. The process begins with submission of a written proposal by a proponent to the Gunnison Valley Land Preservation Board ("GVLPB"), which consists of two members appointed by each Gunnison County, City of Gunnison, Town of Crested Butte, and Town of Mount Crested Butte for a total of eight voting members. The GVLPB approves, disapproves or approves with conditions, the proposal. Provision of monies from the Fund requires a formal grant Grant Agreement to be executed by the Board and the project proponent.

C. The ___GRCL_____ ("Grantee") has applied to the GVLPB for funding of a project known as ____Flying W Ranch_____ ("Project") more particularly described in the Project Application as submitted to and on file with GVLPB, Exhibit B ("Project Summary") and Exhibit C ("Budget") and Exhibit D ("Property") all attached hereto and incorporated herein. The GVLPB has reviewed and approved the Project.

D. This Grant Agreement is intended to identify and memorialize the relationship between the Parties, the various obligations of the Parties regarding the Project, and required components of any relevant deed or conservation easement.

SECTION 1-PROJECT SCOPE

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

I. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Grant Agreement.

2. Grant and Project. The Board hereby awards to Grantee a grant in the amount not to exceed

$_____112,691_____ (the "Grant"), subject to the terms and conditions set forth in this Grant Agreement and subject to the following specific condition(s) for this Project:

The final amount of funding for this Project that will be available to Grantee at closing or reimbursement will be dependent upon the overall Project being completed with no material changes. The Grant will not be increased, but the Board may reduce the Grant if the Project changes in any way that the Board deems material. For example, a reduction in acreage, purchase price, or fair market value may cause a reduction in the Grant, unless the Board approves adding or substituting elements to the overall Project. Similarly, the Board will release grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to the Board's determination of how the proportionate acreage, cost and value relates to the overall Project and Grant. The Grantee must meet the Board's reporting requirements before any funds are released. The Project must also comply with all of the Board's policies and practices and must meet any special conditions as listed in the attached Project Summary – Exhibit C.

3. Exclusive Use of Grant. The Grant shall be used by Grantee solely to complete the Project only as approved by the GVLPB and this Grant Agreement.

4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLPB and the Board, may result in a reduction of the Board's funding award or requirement of a refund to the Board from Grantee, pursuant to Paragraph 10 of this Grant Agreement. In addition, any material change to the Project that is not approved in advance and in writing by the Board and GVLPB may result in termination of the Grant.

5. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated direct costs associated with the Project, a copy of which is attached hereto as Exhibit C and incorporated herein by reference ("Budget"). Eligible costs are described in Paragraph 8 of this Grant Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by the Board, GVLPB or the Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as the Board approves the final version.

6. Waiver. Prior to the disbursement of funds, the Board may waive certain conditions set forth in this Grant Agreement. Anything else to the contrary notwithstanding, no exercise by the Board or GVLPB of any right or discretion reserved by the Board hereunder shall be deemed an election, and no waiver by the Board of any action or requirement of Grantee, including any waiver of the foregoing conditions, shall constitute a waiver of any other requirements, actions or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Board shall be effective unless in advance and in writing executed by the Board. Additionally, any failure by the Board to take any actions as set forth above shall have no legal effect on the contractual duties of the Grantee under this Grant Agreement. Further, no waiver with respect to this Project, Grant, or Grant Agreement shall constitute a waiver in any other Board-funded project.

7. Future Funding. This Grant Agreement and the provision of funds contemplated hereunder only apply to the Project as approved herein. The Board makes no representations regarding future funding for future phases of the Project or any other properties.

SECTION 2- GRANT PAYMENT

8. Eligible Costs. The following costs are eligible for reimbursement under the terms and conditions of this Grant Agreement:

A. *Interest in Land.* For any interest in real property described in the Project Application and Project Summary (“Property”), the purchase price may not exceed the fair market value as established by appraisal.

B. *Direct Costs*. Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan and baseline documentation; a survey, if needed; a geologist's mineral assessment, if needed; maps.

C. *Stewardship Costs*. Costs directly associated with stewardship of the Project, and only as expressly identified in the Budget.

9. Payment of Grant. Payment of the Grant is subject to the Board's determination in its sole discretion that it has received and has available sufficient Fund proceeds to fund the Grant and that Grantee has complied with the terms and conditions of this Grant Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in herein. In determining the sufficiency of Fund proceeds, the Board may consider all facts and circumstances as it deems necessary or desirable, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future Board operating expenses and budgetary needs.

10. Withdrawal of Board Funding; Termination of Grant Agreement. Anything in this Grant Agreement to the contrary notwithstanding, with prior notice to Grantee, the Board reserves the right to withhold or withdraw all or a portion of the Grant, to require a refund of the Grant, and/or terminate this Grant Agreement if the Board determines in its sole discretion that any of the following conditions exist, but before making such determination, the Board shall notify the GVLPB:

A. *Altered Expectations*. Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant as approved by the Board infeasible or impractical;

B. *Material Project Changes*. Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by the GVLPB and reflected in the Project Summary, and all such material changes have not otherwise received prior written approval of the Board;

C. *Inaccuracies.* Any statement or representation made or information provided by the Grantee in the Project Application, this Grant Agreement or the due diligence materials is untrue, inaccurate or incomplete in any material respect;

D. *Conditions Precedent Not Fulfilled or Unsatisfactory*. Any of the conditions precedent to funding is not fulfilled by Grantee or is unsatisfactory to the GVLPB or Board, in their respective discretion; or

E. *Termination of Use Restriction, Disposal of Property*. Any use restriction (e.g. conservation easement) is terminated or materially altered or if other interests purchased with the Grant are disposed of; in which event Grantee shall make a full refund to the Board of all funds received to date.

SECTION 3- CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete acquisition of the Property no later than eighteen months after the date of the Board's approval of the Project (the "Completion Date"). Grantee may request an extension of the Completion Date, which the Board may grant or deny in its sole discretion. In addition to other rights set forth in this Grant Agreement, the Board may elect to terminate this Grant Agreement and deauthorize the Project in the event this Completion Date is not met and/or Grantee fails to comply with any extension.

12. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Grant Agreement and the disbursement of funds by the Board is undertaken at Grantee's sole risk and may cause a forfeiture of the Grant. Anything else in this Grant Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Grant Agreement to the Board's satisfaction in its sole discretion, including, but not limited to, the following:

A. *Matching Funds*. Matching funds in the minimum amount set forth in the Project Application and Project Summary must have been received by Grantee, or the status of efforts to secure matching funding were disclosed to the Board and have been deemed satisfactory by the Board.

B. *Due Diligence*. The GVLPB shall conduct a due diligence review of the Project, which the Board shall rely upon in its consideration of the Project, and the results of which must be satisfactory to the Board in its sole discretion. Grantee shall assist and cooperate with the Board in conducting such due diligence review, and in connection therewith shall provide the Board with the information or documentation specified in the Project Application, as well as such other documentation and/or information as the Board shall reasonably request. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date such information is originally provided to the Board. The Board may in its sole discretion terminate this Grant Agreement and deauthorize the Grant if Grantee fails to provide any information or documentation promptly when requested by the Board.

C. *Other Property Interests.* Grantee may not use the Grant or other Project funds to acquire any rights other than the Use Restriction, as defined below, on the Property, including but not limited to, fee title, water rights, or any other partial real estate interest (collectively, "Other Interests").

D. *Gunnison County Use Restriction*. Property acquired with the Board funds, whether through the acquisition of fee title, conservation easement, or any other technique, shall be held and managed in a

manner designed to protect the Property's natural resources, open space and other conservation values, to prevent any development that would adversely affect such resources and values, and where necessary and appropriate, to ensure appropriate public access ("Use Restriction"). Such Use Restriction shall be implemented by inclusion of specific language in a conservation easement or other document approved in writing by the Gunnison County Attorney and recorded in the Office of the Gunnison County Clerk and Recorder ("Conservation Easement"). Each Conservation Easement shall be acceptable to the Board in form and content, and shall identify Grantee or a third party acceptable to the Board as the Holder. In accordance with this requirement, Grantee hereby covenants and agrees as follows:

(1) *Conservation Easement Form*. Grantee shall incorporate the terms and conditions that are contained in the Board's approval, in substantially the same language as in Exhibit A ("Required Language for the Deed of Conservation Easement") attached hereto and incorporated herein and approved by the County Attorney, into Grantee's Conservation Easement. Grantee acknowledges that the Grantee must obtain County Attorney approval of the proposed Conservation Easement well in advance of closing.

(2) *Subordination to Use Restriction*. All liens, encumbrances or other use restrictions and interests of record that, in the Board's opinion, are inconsistent with the Conservation Easement, must be discharged, released or subordinated to the Conservation Easement.

SECTION 4-OTHER PROVISIONS

13. Publicity and Project Information. The Board has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge the Board funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, the Board shall be acknowledged as a contributor in the invitation for the event.

14. Liability.

A. *Indemnity*. To the extent allowed by law, Grantee shall indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Grant Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from Gunnison County, the Board,

its members, officers, agents or employees for any liability resulting from, growing out of; or in any way connected with or incident to this Grant Agreement.

B. *No CGIA Waiver*. Anything else in this Grant Agreement to the contrary notwithstanding, no term or condition of this Grant Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted) ("CGIA"). This provision may apply to the Grantee if the Grantee qualities for protection under the CGIA. The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Grant Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates*. Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, and local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the maximum extent permitted by law, Grantee hereby agrees to indemnify, defend and hold harmless the Board, Gunnison County staff, and GVLPF members from any cost, expense or liability tor any failure to comply with any such applicable requirements.

D. *Nondiscrimination*. During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex and shall comply with any other applicable laws prohibiting discrimination. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

15. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Property subject to the Use Restriction. The accounts, documents, and records related to acquisition of the Property shall be retained

by Grantee for five (5) years following the date of disbursement by the Board of the funds under this Grant Agreement, and shall be subject to examination and audit by the Board or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

16. Post-Completion Requirements.

A. *Stewardship*. Grantee shall comply with the Board's stewardship requirements as identified in Exhibit A and the Board's approval of the Grant.

B. *Change of Use.* If Grantee, in its reasonable discretion, determines a need for a request of a change in use of the Property or Other Interests wholly or partially acquired with the Grant, Grantee shall notify the GVLPB, in writing, of its determination for a request of a change of use review. The GVLPB will review the change of use request. Within sixty (60) days after submitting the change of use request, Grantee shall submit to the GVLPB any additional documentation requested by the GVLPB as a result of its receipt of the change of use request. The GVLPB will review the change of use request to determine whether or not the need for a change in use is compelling and consistent with the conservation purpose of the easement. The GVLPB in its sole discretion will determine whether to grant, deny, or condition the GVLPB's approval. Further, no change of use shall be made without the GVLPB's prior written approval.

C. *No Termination of Conservation Easement Without Prior Board Written Approval*. Notwithstanding any provision of law to the contrary, it is the explicit agreement of the Parties that there shall be no termination of the Conservation Easement funded partially or wholly by this Grant Agreement without the prior written approval of the Board which the Board may grant only if the Board finds in its reasonable discretion that conditions on or surrounding the subject property have changed so much that it has become impossible to fulfill the easement's conservation purpose.

D. *Standing To Enforce*. Notwithstanding any provision in C.R.S. 38-30.5-101. et. seq., as it may be amended, to the contrary, the Board shall have standing to initiate and participate in court proceedings to enforce the Grant Agreement and any Use Restriction, enacted via a conservation easement or other Board approved method, funded wholly or in part by funds granted by the Grant Agreement.

E. *Conservation Easement Document Shall Incorporate Post-Completion Requirements*. Each Conservation Easement and document of title funded wholly or partially by the Grant Agreement shall incorporate in writing the requirements of this Section 16.

17. Breach. In addition to such other remedies as shall be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Grant Agreement, the Board shall have the following non-exclusive remedies:

A. *Prior to Payment of Grant*. The Board reserves the right to withdraw funding and/or terminate this Grant Agreement.

B. *After Payment of Grant.* The Board reserves the right to seek equitable relief and all other remedies as available to it under applicable law, including but not limited to, return of all or a portion of the Grant as provided herein. Further, the Board reserves the right to deem Grantee ineligible for participation in future Board grants, loans or projects.

C. In addition to the remedies set forth above, the Board shall be entitled to pursue any other remedy available at law or in equity.

18. Miscellaneous Provisions.

A. *Good Faith.* Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.

B. *Assignment*. Grantee may not assign its rights or delegate its obligations under this Grant Agreement without the express written consent of the Board. Consent to assign this Grant Agreement may be withheld in the sole discretion of the Board.

C. *Applicable Law.* Colorado law applies to the interpretation and enforcement of this Grant Agreement.

D. *Status of Grantee*. The parties acknowledge that the Board lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee or agent of the Board. The parties to this Grant Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.

E. *Time is of the Essence*. Time is of the essence in this Grant Agreement.

F. *Survival*. The terms and provisions of this Grant Agreement and Grantee's obligations hereunder shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the real property interest by Grantee.

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

H. *Third Party Beneficiary*. The Board and Grantee hereby acknowledge and agree that this Grant Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended. Notwithstanding the preceding statement, the Board and Grantee hereby acknowledge that the Board is intended to be and is a third party beneficiary of the Conservation Easement and Grantee's real property interest therein.

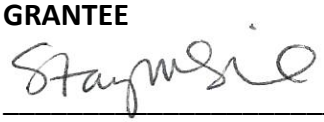
I. *Notice*. Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Grant Agreement.

J. *Construction; Severability*. Each party hereto has reviewed and revised (or requested revisions of) this Grant Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Grant Agreement. If any provision in this Grant Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Grant Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Grant Agreement is declared void or unenforceable, such provision shall be deemed severed from this Grant Agreement, and the balance of this Grant Agreement shall otherwise remain in full force and effect. At any time when this Grant Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Grant Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.

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

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

GRANTEE



_____

Gunnison Ranchland Conservation Legacy
Stacy McPhail, Executive Director

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____

Jonathan Houck, Chairperson

_____

Roland Mason, Commissioner

_____

Elizabeth Smith, Commissioner

_____

Deputy County Clerk

Exhibit A - Required Language for the Deed of Conservation Easement

The following language is required for a conservation easement deed resulting from a GVLPB grant, even if the grant only provides transaction expenses and no direct funding for the easement. This language must appear in the deed verbatim, or be substantially identical. In order to meet the standard format of different Grantees or Holders of the conservation easement deed, some language may be expressed with slightly different terms. However, any substantive changes in the required language that may alter its meaning must be approved in advance by the Gunnison County Attorney.

1. The following will be included in the deed's introductory section:

> "NOTICE: THIS CONSERVATION EASEMENT HAS BEEN ACQUIRED WITH SUPPORT FROM THE GUNNISON VALLEY LAND PRESERVATION FUND OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY ("GUNNISON COUNTY") IN RECOGNITION OF CONSERVATION VALUES SPECIFIC TO OPEN SPACE, AGRICULTURE AND WILDLIFE HABITAT."

2. The following language will be included in a section describing "Responsibilities of the Parties Not Affected" or similarly titled section:

> "Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee or Gunnison County."

And further:

> "Grantor shall continue to be solely responsible for and Grantee or Gunnison County shall have no obligation for the upkeep and maintenance of the Property."

3. The following language will be included in a section describing "Environmental Liability" or similarly titled section:

> "Grantor shall indemnify, defend, and hold Grantee and Gunnison County and their members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to

comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property."

And further:

"Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee or Gunnison County for Hazardous Materials, nor does it make Grantee or Gunnison County an owner of the Property, nor does it require Grantee or Gunnison County to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation."

And further:

"Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. §13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property."

And further:

"Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property."

4. The following language will be included in a section describing "Enforcement" or similarly titled section:

"If Grantee determines that a violation has occurred, Grantee shall notify Grantor and Gunnison County of the nature of the alleged violation. Said notice need not be in writing."

And further:

"Gunnison County shall in no event be required to participate in any arbitration, mediation, or other dispute resolution process."

5. The following language will be included in a section describing "Deed Correction" or similarly titled section:

"The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, which Gunnison County must first approve in writing, with all associated costs being apportioned as the Parties may mutually agree."

6. The following language will be included in a section describing "Amendment" or similarly titled section:

"If circumstances arise under which an amendment to this Deed would be appropriate, as determined by Grantee in its sole discretion, the Parties may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) complies with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (c) receives Gunnison County's prior written approval."

And further:

" Any amendment must be in writing, signed by the Parties, and recorded in the official records of Gunnison County, Colorado."

And further:

"A copy of the recorded amendment shall be provided by Grantee to Gunnison County and any other funder who requests such notice in writing. In order to preserve the Easement's priority, Gunnison County may require that Grantor obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of Gunnison County's approval under item (c) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement, which includes Deed Correction. Nothing in this paragraph shall be construed as requiring Grantee or Gunnison County to agree to any particular proposed amendment."

7. The following language will be included in a section describing "Transfer of Easement" or similarly titled section:

"This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted

to an organization that, at the time of the transfer, is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §38-30.5-101, *et seq*. and C.R.S. §12-61-724; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed; and (iv) the transferee is approved in writing by Gunnison County in its sole discretion. Grantee shall provide Gunnison County with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, or Gunnison County fails to approve a transferee as described below, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), (iii) and (iv) above."

And further:

"Gunnison County shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unable or unqualified to enforce the terms and provisions of this Easement; or is unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Section, Gunnison County shall consult with Grantee and provide Grantee an opportunity to address Gunnison County's concerns. If Gunnison County's concerns are not addressed to its satisfaction, Gunnison County may require that Grantee assign this Easement to an organization designated by Gunnison County that complies with (i), (ii), and (iii) above. In the case that Grantee ceases to exist, Gunnison County shall transfer the Easement itself. "

And further:

"If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Gunnison County has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and Gunnison County shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter. "

And further:

"Grantee and Gunnison County shall provide notice to and consult with Grantor prior to any assignment or transfer of this Easement. Upon compliance with the applicable portions of this Section, the Parties shall record an instrument completing the assignment in the records of the county or counties in which

the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances."

8. The following language will be included in a section describing "Condemnation" or similarly titled section:

"Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall notify Gunnison County."

And further:

"If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, all expenses reasonably incurred by Grantor, Grantee, and Gunnison County in connection with the taking or in lieu purchase shall be paid out first out of the amount recovered, and Grantee shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

9. The following language will be included in a section describing "Termination or Extinguishment of Easement" or similarly titled section:

"Except as provided in Section 15 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall notify Gunnison County. Grantee and Gunnison County shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

10. The following language will be included in a section describing "Compensation upon Condemnation, Termination, or Extinguishment" or similarly titled section:

[Insert only if the GVLPB contributed to the conservation easement purchase]:

"If the Property is condemned, in whole or in part, pursuant to Section 15 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 16 (Termination or Extinguishment of Easement), Grantee and Gunnison County shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Share of the full fair market value of the Property unrestricted by this

Easement pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii). Grantor shall not voluntarily accept less than full fair market value of the affected Property unrestricted by this Easement without Grantee's approval."

"The allocation of the Proportionate Share between Grantee and Gunnison County will be as follows: (a) to Grantee or its designee, N/A percent of the Proportionate Share and (b) to Gunnison County N/A percent of the Proportionate Share. Until such time as Grantee and Gunnison County receive the Proportionate Share from Grantor or Grantor's successor or assign, Grantee and Gunnison County each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, Grantee must reimburse Gunnison County for the amount of the Proportionate Share due to Gunnison County."

[Insert only if the GVLPB contributed to transaction costs]:

"Gunnison County shall be entitled to reimbursement of all transaction costs paid by a GVLPF grant if the Easement is terminated or extinguished in whole. If the Easement is terminated or extinguished in part, Gunnison County shall be entitled to reimbursement of a proportion of the transaction costs it contributed; such proportion calculated as a fraction, the numerator of which is the number of acres terminated or extinguished and the denominator of which is the total number of acres of the Easement. Reimbursement is provided by Grantor."

11. The following language will be included in a section describing "No Merger, Abandonment, Release, or Adverse Possession" or similarly titled section:

"Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Deed. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor and Gunnison County. As a condition of such approval, Gunnison County may require that Grantee first transfer either the Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. In the event Grantee acquires fee title to the Property without Grantee's prior knowledge (e.g. a bequest of fee title by will), upon its learning of such conveyance, Grantee shall promptly provide notice of the same to Gunnison County, and Gunnison County may require that Grantee transfer this Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. The Easement

shall not be extinguished, in whole or in part, through the legal doctrine of merger in view of the public interest in its enforcement. This Easement cannot be abandoned, released, or affected by adverse possession."

12. The following language will be included in a section describing "Perpetual Duration" or similarly titled section:

"This Easement shall be a servitude running with the land in perpetuity. The provisions of this Deed that apply to either Party shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. Notwithstanding the foregoing, each party's rights and obligations under the Easement created by this Deed shall terminate (as to such party, but not as to such party's successor, who shall be bound as provided herein) upon a transfer of the party's entire interest in this Easement or the Property (provided that Gunnison County has consented to a transfer of this Easement by Grantee pursuant to Section 12 (Transfer of Easement) herein), except that liability of such transferring party for act or omissions occurring prior to such transfer shall survive the transfer."

13. The following language will be included in a section describing "Written Notices" or similarly titled section:

To Gunnison County: Board of County Commissioners
200 E. Virginia Ave.
Gunnison, CO 81230

14. The following language will be included in a section describing "No Third Party Enforcement" or similarly titled section:

"This Deed is entered into by and between Grantor and Grantee, and does not create rights or responsibilities for the enforcement of its terms in any third parties beyond Grantor, Grantee, and Gunnison County."

Exhibit B- "Flying W Ranch Conservation Easement" Project Summary

The Flying W Ranch Conservation Easement preserves wildlife habitat, open space and agricultural production on 1,545 acres in the Lake Fork area of Gunnison County. This conservation easement is adjacent to 2,436 acres of rangelands previously conserved by the owner in 2002. The property is visible to the general public from public lands, from State Highway 149 and from seasonal county and Bureau of Land Management roads. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife, including Gunnison Sage-grouse.

The Flying W Ranch Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement and mineral rights are retired into the easement. Primary funding for the conservation easement is provided by a grant from the NRCS for protection of Gunnison Sage-grouse habitat through a program that protects grasslands of special environmental significance. The Land Preservation Funds constitute 4% of the project value. The remaining project value is a donation by the landowner.

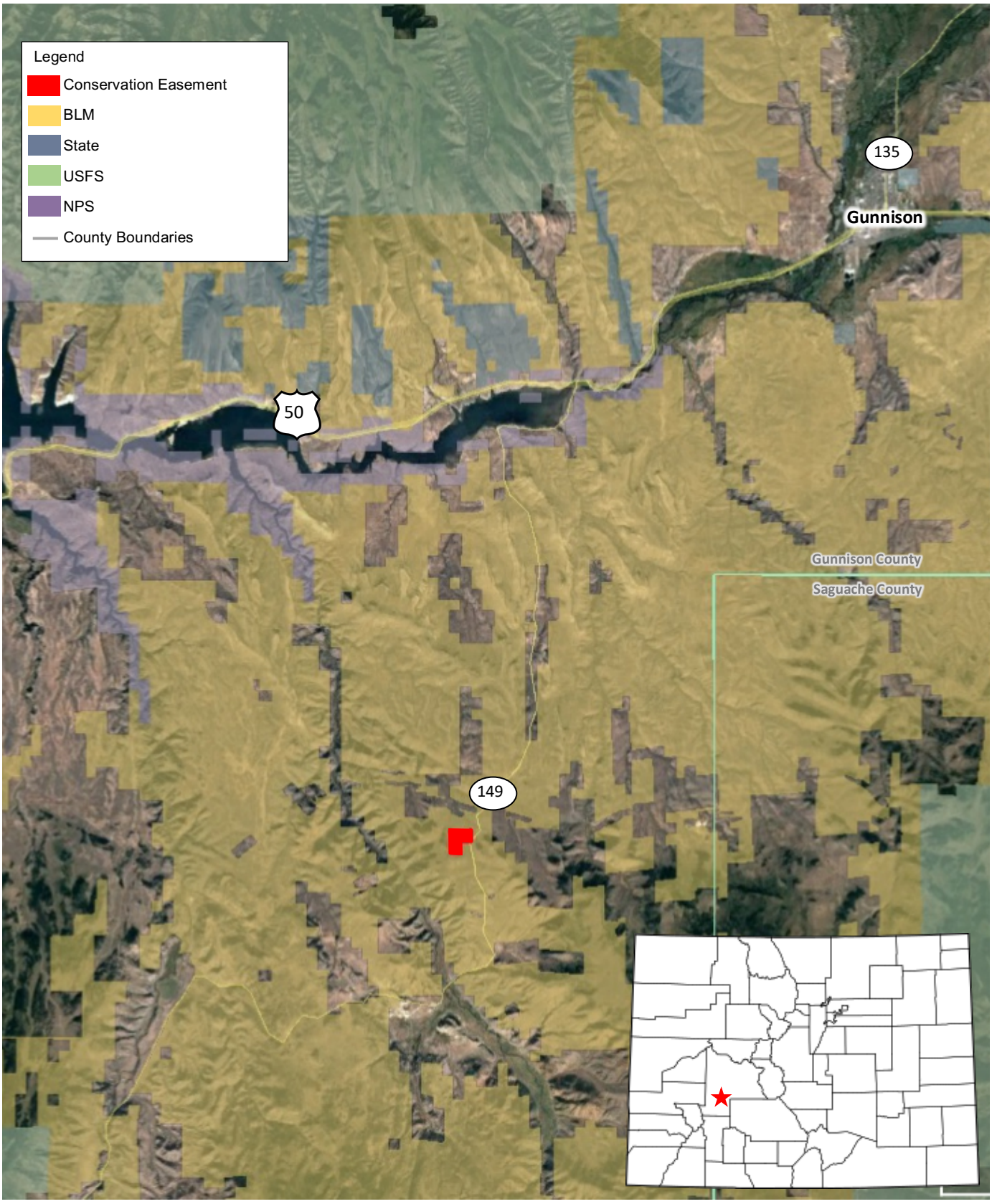
No material changes have been made to the project since the grant was awarded by the Gunnison Valley Land Preservation Board.

Exhibit C- "Flying W Ranch Conservation Easement" Budget

Project Activities:	*Land Pres Funding*
Land Trust Admin Fee	15,000
Land Trust Stewardship Fee	31,191
GRCL Project Fee	18,000
Appraisal	25,000
Baseline Report	3,500
Water Report, Mgmt Plan	2,000
Minerals Report	1,000
Title Insurance, Closing	7,000
Legal Fees	3,000
State Fee	7,000
Total	112,691

Wildcat Gulch Property – Location Map

120 acres – Gunnison County



Preparer: Gunnison Ranchland Conservation Legacy Date: May 12, 2021

Public access should not be inferred from this map. This map is not a survey and should not be construed as one.

Gunnison Valley Land Preservation Fund

GRANT AGREEMENT

Project Name: Wildcat Gulch Ranch Conservation Easement

PARTIES TO AGREEMENT

Gunnison County

221 N. Wisconsin St, Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: 970 641-7645

_____

Grantee: Gunnison Ranchland Conservation Legacy

Address: 307 North Main Street, Suite 2H

Contact name: Stacy McPhail

Date: 06/14/2021

Exhibits:

Exhibit A - Required Language for the Deed of Conservation Easement

Exhibit B - Project Summary

Exhibit C – Budget

THIS GRANT AGREEMENT ("Grant Agreement") is entered into this _____, 2021, by and between the Board of County Commissioners of Gunnison County, Colorado ("Board"), 200 E Virginia, Gunnison, Colorado 81230, and ___Gunnison Ranchland Conservation Legacy_____, ("GRCL"), (jointly the "Parties"), and witnesses:

RECITALS

A. A portion of the revenue from the current County-wide sales tax in Gunnison County is deposited in the Gunnison Valley Land Preservation Fund ("Fund") of the Board which is an account of the Capital Improvement Fund of the Board. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County, including matching public and private grants or to acquire interests or easements in land and water rights. The Fund was originally established, by public vote, in 1997 and was reauthorized by public vote in 2012. The amount of monies for the Fund varies annually.

B. Gunnison County has created a process for review of requests for funding of projects from the Fund. The process begins with submission of a written proposal by a proponent to the Gunnison Valley Land Preservation Board ("GVLPB"), which consists of two members appointed by each Gunnison County, City of Gunnison, Town of Crested Butte, and Town of Mount Crested Butte for a total of eight voting members. The GVLPB approves, disapproves or approves with conditions, the proposal. Provision of monies from the Fund requires a formal grant Grant Agreement to be executed by the Board and the project proponent.

C. The GRCL ("Grantee") has applied to the GVLPB for funding of a project known as Wildcat Gulch Ranch ("Project") more particularly described in the Project Application as submitted to and on file with GVLPB, Exhibit B ("Project Summary") and Exhibit C ("Budget") and Exhibit D ("Property") all attached hereto and incorporated herein. The GVLPB has reviewed and approved the Project.

D. This Grant Agreement is intended to identify and memorialize the relationship between the Parties, the various obligations of the Parties regarding the Project, and required components of any relevant deed or conservation easement.

SECTION 1-PROJECT SCOPE

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

I. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Grant Agreement.

2. Grant and Project. The Board hereby awards to Grantee a grant in the amount not to exceed $\$$ 103,000 (the "Grant"), subject to the terms and conditions set forth in this Grant Agreement and subject to the following specific condition(s) for this Project:

The final amount of funding for this Project that will be available to Grantee at closing or reimbursement will be dependent upon the overall Project being completed with no material changes. The Grant will not be increased, but the Board may reduce the Grant if the Project changes in any way that the Board deems material. For example, a reduction in acreage, purchase price, or fair market value may cause a reduction in the Grant, unless the Board approves adding or substituting elements to the overall Project. Similarly, the Board will release grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to the Board's determination of how the proportionate acreage, cost and value relates to the overall Project and Grant. The Grantee must meet the Board's reporting requirements before any funds are released. The Project must also comply with all of the Board's policies and practices and must meet any special conditions as listed in the attached Project Summary – Exhibit C.

3. Exclusive Use of Grant. The Grant shall be used by Grantee solely to complete the Project only as approved by the GVLPB and this Grant Agreement.

4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLPB and the Board, may result in a reduction of the Board's funding award or requirement of a refund to the Board from Grantee, pursuant to Paragraph 10 of this Grant Agreement. In addition, any material change to the Project that is not approved in advance and in writing by the Board and GVLPB may result in termination of the Grant.

5. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated direct costs associated with the Project, a copy of which is attached hereto as Exhibit C and incorporated herein by reference ("Budget"). Eligible costs are described in Paragraph 8 of this Grant Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by the Board, GVLPB or the Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as the Board approves the final version.

6. Waiver. Prior to the disbursement of funds, the Board may waive certain conditions set forth in this Grant Agreement. Anything else to the contrary notwithstanding, no exercise by the Board or GVLPB of any right or discretion reserved by the Board hereunder shall be deemed an election, and no waiver by the Board of any action or requirement of Grantee, including any waiver of the foregoing conditions, shall constitute a waiver of any other requirements, actions or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Board shall be effective unless in advance and in writing executed by the Board. Additionally, any failure by the Board to take any actions as set forth above shall have no legal effect on the contractual duties of the Grantee under this Grant Agreement. Further, no waiver with respect to this Project, Grant, or Grant Agreement shall constitute a waiver in any other Board-funded project.

7. Future Funding. This Grant Agreement and the provision of funds contemplated hereunder only apply to the Project as approved herein. The Board makes no representations regarding future funding for future phases of the Project or any other properties.

SECTION 2- GRANT PAYMENT

8. Eligible Costs. The following costs are eligible for reimbursement under the terms and conditions of this Grant Agreement:

A. *Interest in Land.* For any interest in real property described in the Project Application and Project Summary (“Property”), the purchase price may not exceed the fair market value as established by appraisal.

B. *Direct Costs*. Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan and baseline documentation; a survey, if needed; a geologist's mineral assessment, if needed; maps.

C. *Stewardship Costs*. Costs directly associated with stewardship of the Project, and only as expressly identified in the Budget.

9. Payment of Grant. Payment of the Grant is subject to the Board's determination in its sole discretion that it has received and has available sufficient Fund proceeds to fund the Grant and that Grantee has complied with the terms and conditions of this Grant Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in herein. In determining the sufficiency of Fund proceeds, the Board may consider all facts and circumstances as it deems necessary or desirable, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future Board operating expenses and budgetary needs.

10. Withdrawal of Board Funding; Termination of Grant Agreement. Anything in this Grant Agreement to the contrary notwithstanding, with prior notice to Grantee, the Board reserves the right to withhold or withdraw all or a portion of the Grant, to require a refund of the Grant, and/or terminate this Grant Agreement if the Board determines in its sole discretion that any of the following conditions exist, but before making such determination, the Board shall notify the GVLPB:

A. *Altered Expectations*. Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant as approved by the Board infeasible or impractical;

B. *Material Project Changes*. Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by the GVLPB and reflected in the Project Summary, and all such material changes have not otherwise received prior written approval of the Board;

C. *Inaccuracies.* Any statement or representation made or information provided by the Grantee in the Project Application, this Grant Agreement or the due diligence materials is untrue, inaccurate or incomplete in any material respect;

D. *Conditions Precedent Not Fulfilled or Unsatisfactory*. Any of the conditions precedent to funding is not fulfilled by Grantee or is unsatisfactory to the GVLPB or Board, in their respective discretion; or

E. *Termination of Use Restriction, Disposal of Property*. Any use restriction (e.g. conservation easement) is terminated or materially altered or if other interests purchased with the Grant are disposed of; in which event Grantee shall make a full refund to the Board of all funds received to date.

SECTION 3- CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete acquisition of the Property no later than eighteen months after the date of the Board's approval of the Project (the "Completion Date"). Grantee may request an extension of the Completion Date, which the Board may grant or deny in its sole discretion. In addition to other rights set forth in this Grant Agreement, the Board may elect to terminate this Grant Agreement and deauthorize the Project in the event this Completion Date is not met and/or Grantee fails to comply with any extension.

12. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Grant Agreement and the disbursement of funds by the Board is undertaken at Grantee's sole risk and may cause a forfeiture of the Grant. Anything else in this Grant Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Grant Agreement to the Board's satisfaction in its sole discretion, including, but not limited to, the following:

A. *Matching Funds*. Matching funds in the minimum amount set forth in the Project Application and Project Summary must have been received by Grantee, or the status of efforts to secure matching funding were disclosed to the Board and have been deemed satisfactory by the Board.

B. *Due Diligence*. The GVLPB shall conduct a due diligence review of the Project, which the Board shall rely upon in its consideration of the Project, and the results of which must be satisfactory to the Board in its sole discretion. Grantee shall assist and cooperate with the Board in conducting such due diligence review, and in connection therewith shall provide the Board with the information or documentation specified in the Project Application, as well as such other documentation and/or information as the Board shall reasonably request. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date such information is originally provided to the Board. The Board may in its sole discretion terminate this Grant Agreement and deauthorize the Grant if Grantee fails to provide any information or documentation promptly when requested by the Board.

C. *Other Property Interests.* Grantee may not use the Grant or other Project funds to acquire any rights other than the Use Restriction, as defined below, on the Property, including but not limited to, fee title, water rights, or any other partial real estate interest (collectively, "Other Interests").

D. *Gunnison County Use Restriction*. Property acquired with the Board funds, whether through the acquisition of fee title, conservation easement, or any other technique, shall be held and managed in a

manner designed to protect the Property's natural resources, open space and other conservation values, to prevent any development that would adversely affect such resources and values, and where necessary and appropriate, to ensure appropriate public access ("Use Restriction"). Such Use Restriction shall be implemented by inclusion of specific language in a conservation easement or other document approved in writing by the Gunnison County Attorney and recorded in the Office of the Gunnison County Clerk and Recorder ("Conservation Easement"). Each Conservation Easement shall be acceptable to the Board in form and content, and shall identify Grantee or a third party acceptable to the Board as the Holder. In accordance with this requirement, Grantee hereby covenants and agrees as follows:

(1) *Conservation Easement Form*. Grantee shall incorporate the terms and conditions that are contained in the Board's approval, in substantially the same language as in Exhibit A ("Required Language for the Deed of Conservation Easement") attached hereto and incorporated herein and approved by the County Attorney, into Grantee's Conservation Easement. Grantee acknowledges that the Grantee must obtain County Attorney approval of the proposed Conservation Easement well in advance of closing.

(2) *Subordination to Use Restriction*. All liens, encumbrances or other use restrictions and interests of record that, in the Board's opinion, are inconsistent with the Conservation Easement, must be discharged, released or subordinated to the Conservation Easement.

SECTION 4-OTHER PROVISIONS

13. Publicity and Project Information. The Board has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge the Board funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, the Board shall be acknowledged as a contributor in the invitation for the event.

14. Liability.

A. *Indemnity*. To the extent allowed by law, Grantee shall indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Grant Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from Gunnison County, the Board,

its members, officers, agents or employees for any liability resulting from, growing out of; or in any way connected with or incident to this Grant Agreement.

B. *No CGIA Waiver*. Anything else in this Grant Agreement to the contrary notwithstanding, no term or condition of this Grant Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted) ("CGIA"). This provision may apply to the Grantee if the Grantee qualities for protection under the CGIA. The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Grant Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates*. Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, and local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the maximum extent permitted by law, Grantee hereby agrees to indemnify, defend and hold harmless the Board, Gunnison County staff, and GVLPF members from any cost, expense or liability tor any failure to comply with any such applicable requirements.

D. *Nondiscrimination*. During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex and shall comply with any other applicable laws prohibiting discrimination. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

15. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Property subject to the Use Restriction. The accounts, documents, and records related to acquisition of the Property shall be retained

by Grantee for five (5) years following the date of disbursement by the Board of the funds under this Grant Agreement, and shall be subject to examination and audit by the Board or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

16. Post-Completion Requirements.

A. *Stewardship*. Grantee shall comply with the Board's stewardship requirements as identified in Exhibit A and the Board's approval of the Grant.

B. *Change of Use.* If Grantee, in its reasonable discretion, determines a need for a request of a change in use of the Property or Other Interests wholly or partially acquired with the Grant, Grantee shall notify the GVLPB, in writing, of its determination for a request of a change of use review. The GVLPB will review the change of use request. Within sixty (60) days after submitting the change of use request, Grantee shall submit to the GVLPB any additional documentation requested by the GVLPB as a result of its receipt of the change of use request. The GVLPB will review the change of use request to determine whether or not the need for a change in use is compelling and consistent with the conservation purpose of the easement. The GVLPB in its sole discretion will determine whether to grant, deny, or condition the GVLPB's approval. Further, no change of use shall be made without the GVLPB's prior written approval.

C. *No Termination of Conservation Easement Without Prior Board Written Approval*. Notwithstanding any provision of law to the contrary, it is the explicit agreement of the Parties that there shall be no termination of the Conservation Easement funded partially or wholly by this Grant Agreement without the prior written approval of the Board which the Board may grant only if the Board finds in its reasonable discretion that conditions on or surrounding the subject property have changed so much that it has become impossible to fulfill the easement's conservation purpose.

D. *Standing To Enforce*. Notwithstanding any provision in C.R.S. 38-30.5-101. et. seq., as it may be amended, to the contrary, the Board shall have standing to initiate and participate in court proceedings to enforce the Grant Agreement and any Use Restriction, enacted via a conservation easement or other Board approved method, funded wholly or in part by funds granted by the Grant Agreement.

E. *Conservation Easement Document Shall Incorporate Post-Completion Requirements*. Each Conservation Easement and document of title funded wholly or partially by the Grant Agreement shall incorporate in writing the requirements of this Section 16.

17. Breach. In addition to such other remedies as shall be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Grant Agreement, the Board shall have the following non-exclusive remedies:

A. *Prior to Payment of Grant*. The Board reserves the right to withdraw funding and/or terminate this Grant Agreement.

B. *After Payment of Grant.* The Board reserves the right to seek equitable relief and all other remedies as available to it under applicable law, including but not limited to, return of all or a portion of the Grant as provided herein. Further, the Board reserves the right to deem Grantee ineligible for participation in future Board grants, loans or projects.

C. In addition to the remedies set forth above, the Board shall be entitled to pursue any other remedy available at law or in equity.

18. Miscellaneous Provisions.

A. *Good Faith.* Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.

B. *Assignment*. Grantee may not assign its rights or delegate its obligations under this Grant Agreement without the express written consent of the Board. Consent to assign this Grant Agreement may be withheld in the sole discretion of the Board.

C. *Applicable Law.* Colorado law applies to the interpretation and enforcement of this Grant Agreement.

D. *Status of Grantee*. The parties acknowledge that the Board lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee or agent of the Board. The parties to this Grant Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.

E. *Time is of the Essence*. Time is of the essence in this Grant Agreement.

F. *Survival*. The terms and provisions of this Grant Agreement and Grantee's obligations hereunder shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the real property interest by Grantee.

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

H. *Third Party Beneficiary*. The Board and Grantee hereby acknowledge and agree that this Grant Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended. Notwithstanding the preceding statement, the Board and Grantee hereby acknowledge that the Board is intended to be and is a third party beneficiary of the Conservation Easement and Grantee's real property interest therein.

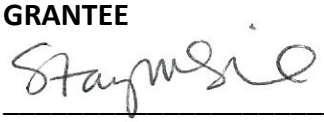
I. *Notice*. Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Grant Agreement.

J. *Construction; Severability*. Each party hereto has reviewed and revised (or requested revisions of) this Grant Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Grant Agreement. If any provision in this Grant Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Grant Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Grant Agreement is declared void or unenforceable, such provision shall be deemed severed from this Grant Agreement, and the balance of this Grant Agreement shall otherwise remain in full force and effect. At any time when this Grant Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Grant Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.

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

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

GRANTEE



_____

Gunnison Ranchland Conservation Legacy
Stacy McPhail, Executive Director

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____

Jonathan Houck, Chairperson

_____

Roland Mason, Commissioner

_____

Elizabeth Smith, Commissioner

_____

Deputy County Clerk

Exhibit A - Required Language for the Deed of Conservation Easement

The following language is required for a conservation easement deed resulting from a GVLPB grant, even if the grant only provides transaction expenses and no direct funding for the easement. This language must appear in the deed verbatim, or be substantially identical. In order to meet the standard format of different Grantees or Holders of the conservation easement deed, some language may be expressed with slightly different terms. However, any substantive changes in the required language that may alter its meaning must be approved in advance by the Gunnison County Attorney.

1. The following will be included in the deed's introductory section:

> "NOTICE: THIS CONSERVATION EASEMENT HAS BEEN ACQUIRED WITH SUPPORT FROM THE GUNNISON VALLEY LAND PRESERVATION FUND OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY ("GUNNISON COUNTY") IN RECOGNITION OF CONSERVATION VALUES SPECIFIC TO OPEN SPACE, AGRICULTURE AND WILDLIFE HABITAT."

2. The following language will be included in a section describing "Responsibilities of the Parties Not Affected" or similarly titled section:

> "Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee or Gunnison County."

And further:

> "Grantor shall continue to be solely responsible for and Grantee or Gunnison County shall have no obligation for the upkeep and maintenance of the Property."

3. The following language will be included in a section describing "Environmental Liability" or similarly titled section:

> "Grantor shall indemnify, defend, and hold Grantee and Gunnison County and their members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to

comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property."

And further:

"Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee or Gunnison County for Hazardous Materials, nor does it make Grantee or Gunnison County an owner of the Property, nor does it require Grantee or Gunnison County to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation."

And further:

"Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. §13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property."

And further:

"Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property."

4. The following language will be included in a section describing "Enforcement" or similarly titled section:

"If Grantee determines that a violation has occurred, Grantee shall notify Grantor and Gunnison County of the nature of the alleged violation. Said notice need not be in writing."

And further:

"Gunnison County shall in no event be required to participate in any arbitration, mediation, or other dispute resolution process."

5. The following language will be included in a section describing "Deed Correction" or similarly titled section:

"The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, which Gunnison County must first approve in writing, with all associated costs being apportioned as the Parties may mutually agree."

6. The following language will be included in a section describing "Amendment" or similarly titled section:

"If circumstances arise under which an amendment to this Deed would be appropriate, as determined by Grantee in its sole discretion, the Parties may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) complies with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (c) receives Gunnison County's prior written approval."

And further:

" Any amendment must be in writing, signed by the Parties, and recorded in the official records of Gunnison County, Colorado."

And further:

"A copy of the recorded amendment shall be provided by Grantee to Gunnison County and any other funder who requests such notice in writing. In order to preserve the Easement's priority, Gunnison County may require that Grantor obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of Gunnison County's approval under item (c) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement, which includes Deed Correction. Nothing in this paragraph shall be construed as requiring Grantee or Gunnison County to agree to any particular proposed amendment."

7. The following language will be included in a section describing "Transfer of Easement" or similarly titled section:

"This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted

to an organization that, at the time of the transfer, is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §38-30.5-101, *et seq*. and C.R.S. §12-61-724; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed; and (iv) the transferee is approved in writing by Gunnison County in its sole discretion. Grantee shall provide Gunnison County with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, or Gunnison County fails to approve a transferee as described below, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), (iii) and (iv) above."

And further:

"Gunnison County shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unable or unqualified to enforce the terms and provisions of this Easement; or is unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Section, Gunnison County shall consult with Grantee and provide Grantee an opportunity to address Gunnison County's concerns. If Gunnison County's concerns are not addressed to its satisfaction, Gunnison County may require that Grantee assign this Easement to an organization designated by Gunnison County that complies with (i), (ii), and (iii) above. In the case that Grantee ceases to exist, Gunnison County shall transfer the Easement itself. "

And further:

"If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Gunnison County has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and Gunnison County shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter. "

And further:

"Grantee and Gunnison County shall provide notice to and consult with Grantor prior to any assignment or transfer of this Easement. Upon compliance with the applicable portions of this Section, the Parties shall record an instrument completing the assignment in the records of the county or counties in which

the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances."

8. The following language will be included in a section describing "Condemnation" or similarly titled section:

"Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall notify Gunnison County."

And further:

"If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, all expenses reasonably incurred by Grantor, Grantee, and Gunnison County in connection with the taking or in lieu purchase shall be paid out first out of the amount recovered, and Grantee shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

9. The following language will be included in a section describing "Termination or Extinguishment of Easement" or similarly titled section:

"Except as provided in Section 15 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall notify Gunnison County. Grantee and Gunnison County shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

10. The following language will be included in a section describing "Compensation upon Condemnation, Termination, or Extinguishment" or similarly titled section:

[Insert only if the GVLPB contributed to the conservation easement purchase]:

"If the Property is condemned, in whole or in part, pursuant to Section 15 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 16 (Termination or Extinguishment of Easement), Grantee and Gunnison County shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Share of the full fair market value of the Property unrestricted by this

Easement pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii). Grantor shall not voluntarily accept less than full fair market value of the affected Property unrestricted by this Easement without Grantee's approval."

"The allocation of the Proportionate Share between Grantee and Gunnison County will be as follows: (a) to Grantee or its designee, N/A percent of the Proportionate Share and (b) to Gunnison County N/A percent of the Proportionate Share. Until such time as Grantee and Gunnison County receive the Proportionate Share from Grantor or Grantor's successor or assign, Grantee and Gunnison County each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, Grantee must reimburse Gunnison County for the amount of the Proportionate Share due to Gunnison County."

[Insert only if the GVLPB contributed to transaction costs]:

"Gunnison County shall be entitled to reimbursement of all transaction costs paid by a GVLPF grant if the Easement is terminated or extinguished in whole. If the Easement is terminated or extinguished in part, Gunnison County shall be entitled to reimbursement of a proportion of the transaction costs it contributed; such proportion calculated as a fraction, the numerator of which is the number of acres terminated or extinguished and the denominator of which is the total number of acres of the Easement. Reimbursement is provided by Grantor."

11. The following language will be included in a section describing "No Merger, Abandonment, Release, or Adverse Possession" or similarly titled section:

"Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Deed. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor and Gunnison County. As a condition of such approval, Gunnison County may require that Grantee first transfer either the Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. In the event Grantee acquires fee title to the Property without Grantee's prior knowledge (e.g. a bequest of fee title by will), upon its learning of such conveyance, Grantee shall promptly provide notice of the same to Gunnison County, and Gunnison County may require that Grantee transfer this Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. The Easement

shall not be extinguished, in whole or in part, through the legal doctrine of merger in view of the public interest in its enforcement. This Easement cannot be abandoned, released, or affected by adverse possession."

12. The following language will be included in a section describing "Perpetual Duration" or similarly titled section:

"This Easement shall be a servitude running with the land in perpetuity. The provisions of this Deed that apply to either Party shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. Notwithstanding the foregoing, each party's rights and obligations under the Easement created by this Deed shall terminate (as to such party, but not as to such party's successor, who shall be bound as provided herein) upon a transfer of the party's entire interest in this Easement or the Property (provided that Gunnison County has consented to a transfer of this Easement by Grantee pursuant to Section 12 (Transfer of Easement) herein), except that liability of such transferring party for act or omissions occurring prior to such transfer shall survive the transfer."

13. The following language will be included in a section describing "Written Notices" or similarly titled section:

To Gunnison County: Board of County Commissioners
200 E. Virginia Ave.
Gunnison, CO 81230

14. The following language will be included in a section describing "No Third Party Enforcement" or similarly titled section:

"This Deed is entered into by and between Grantor and Grantee, and does not create rights or responsibilities for the enforcement of its terms in any third parties beyond Grantor, Grantee, and Gunnison County."

Exhibit B- "Wildcat Gulch Ranch Conservation Easement" Project Summary

The Wildcat Gulch Ranch Conservation Easement preserves wildlife habitat, irrigated meadows, and agricultural production on 120 acres adjacent to State Highway 149 in the Lake Fork area of Gunnison County. The scenic terrain of the property is visible to the general public driving along State Highway 149, seasonal county and Bureau of Land Management roads, and from adjacent public lands. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife, including Gunnison Sage-grouse.

The Wildcat Gulch Ranch Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement and mineral rights are retired into the easement. Primary funding for the conservation easement is provided by a grant from the NRCS for protection of Gunnison Sage-grouse habitat through a program that protects grasslands of special environmental significance. The Land Preservation Funds constitute 31% of the project value. The remaining project value is a donation by the landowner.

No material changes have been made to the project since the grant was awarded by the Gunnison Valley Land Preservation Board.

Exhibit C- "Wildcat Gulch Ranch Conservation Easement" Budget

Project Activities:	*Land Pres Funding*
Land Trust Admin Fee	15,000
Land Trust Stewardship Fee	25,500
GRCL Project Fee	18,000
Appraisal	25,000
Baseline Report	3,500
Water Report, Mgmt Plan	2,000
Minerals Report	2,500
Title Insurance, Closing	1,500
Legal Fees	3,000
State Fee	7,000
Total	103,000

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item:

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Fee proposal for Board consideration at the Shady Island River Park

Fiscal Impact:

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 6/30/2021

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

Comments:
Reviewed and appears legally sufficient. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 7/1/2021 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/2/2021

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 20

Agenda Date: 7/6/2021

Revised April 2015

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

From: John Cattles, Sustainable Operations Director and Cathie Pagano, Director of Community and Economic Development

To: Board of County Commissioners

Date: July 6, 2021

Re: Proposed Shady Island user fees

County staff met with the Board of County Commissioners in May to discuss proposed user fees at the Shady Island River Park. The Commissioners gave general support for the proposed fee structure. Following that meeting staff heard from many outfitters and guides with questions and concerns about the proposed user fees, specifically the $500 reserved parking fee for commercial users. There seemed to be confusion about the fees and how they would be assessed.

Staff recommends revising the proposed fees and excluding a reserved commercial parking space fee at this time. Since the park will not be open until the mid-point of summer we recommend adopting a user fee that is assessed generally for all parking but not a separate fee for commercial users. We also recommend that the annual pass for 2021 be $30 in recognition of the mid-season opening of the park. Staff would like to observe how the parking area and fees work for the remainder of the season and use that information, along with templates from other areas (i.e. Arkansas Headwaters Recreation Area) to propose a commercial user fee for the 2022 season.

Staff reached out to John Kreski at the Arkansas Headwaters Recreation Area (AHRA) to better understand their fee structure. ARHA assesses an annual user for commercial outfitters. The fee is 5% of total gross receipts for each commercial user plus an additional 0.25% fee for purchase of water for the ARHA voluntary flow program. Kreski said that federal agencies typically charge 3% of gross receipts for commercial users. ARHA commercial user fees generate approximately $900,000 per year, those funds go into CPW's general fund and are not specifically designated to support ARHA. The volume of commercial users on the Arkansas River is significantly

higher than on the Gunnison river—in 2020, 228,3100 people (includes clients and staff) used the Arkansas river for commercial activities including: boating, walk and wade, photography, hiking/climbing, and shuttle access for a total gross receipts of $16,362,751.20. ARHA is a cooperative management structure between CPW, BLM and USFS. In 1989 the ARHA developed a management plan for the area to develop maximum capacities, rationing allocations for commercial users if capacities are exceeded, management structure, and fee programs.

ARHA charges the following fees to individual (non-commercial) users at each of their sites:

Daily Vehicle Pass: $9.00

Individual Daily Pass: $4.00

Annual Vehicle Pass: $80.00 (affixed) or $120.00 (hang tag)

Aspen Leaf Annual Pass (64+): $70.00

Basic Campsite: $28.00

Additionally, a Parks Pass is required for each day of camping. ARHA is described as a 152-mile long park and includes eight campgrounds that are open year-round. ARHA is a great model for Gunnison County to consider and the uses and size of the river recreation area are significantly greater than we currently experience in Gunnison County.

The implementation of a commercial fee program, particularly if the fee is based on information submitted by commercial users and then monitored and enforced by County staff will take additional time and resources. We recommend that a commercial fee program be considered between now and spring of 2022 to determine the best approach.

Staff recommends that the Board consider fee-free days. We will need some additional time to work out the logistics of fee-free days and how to allocate discounted passes for some users (choice pass, veterans, etc.). Staff recommends that these details be worked out prior to the 2022 season.

-Fee-free days.

-Discounts for seniors, veterans, person with a disability, children.

-Choice pass benefit (free season pass).

-Volunteer days each spring and fall with free passes for volunteers.

A draft resolution and attached fee schedule are included for your reference and consideration at the BOCC meeting.

Shady Island River Park
Proposed Fee Schedule

The Shady Island River Park, located on the banks of the Gunnison River, is anticipated to open in spring 2021. The River Park is owned and operated by Gunnison County, and was purchased with the intent of providing a new river access area that will better support the current and growing recreational use. The River Park will provide river access for boats, shoreline fishing, walk-in tent camping, a nature-play obstacle course and playground, and picnicking and gathering areas.

A dedicated source of revenue is necessary to support the level of care and maintenance of the River Park. Visitors to Shady Island will anticipate payment for use of expanded amenities. According to the River Park Master Plan, revenue generation opportunities include the following:

- Tent camping
- Paid parking (annual parking pass, day parking pass)
- Commercial outfitter fees
- Rent space for recreational events or lessons (archery lessons, learn to fish programs)
- Paid events/competitions hosted on site

Fee Schedule
Outlined below is a potential fee schedule for use of amenities at Shady Island River Park.

<u>Day Pass (one calendar day) - $5</u>
This pass is valid for use as a parking permit to access the River Park

<u>Weekly Pass (seven consecutive days) - $15</u>
This pass is valid for use as a parking permit to access the River Park

<u>Annual Pass (one calendar year) - $40</u>
This pass is valid for use as a parking permit to access the River Park.

<u>Overnight Camping Pass (one night) - $20</u>
This pass is valid for to one designated camping site. A separate parking pass is also required for each vehicle.

Group Campsite (two calendar days) -$40
This pass is valid for access to the group designated site. A separate parking pass is required for each vehicle.

*Fees for Shady Island River Park will be reviewed as needed.

Camping
Walk-in, tent-only campsites will provide a low impact recreational camping experience. The proposed campground includes 16 campsites, including one group camping site. Two gathering areas are included within the campground. One area will have a group fire-pit and gathering space including a lawn for games and other uses. The second gathering area is located along the side channel and provides a small beach area and access to riparian habitat.

All camping sites are first-come, first-served. Each campsite will have a site post, tent pad, fire ring, and picnic table.

Parking
Payment is required for use of all parking spots. Two parking spots are designated as ADA accessible and one spot is designated as "short-term," and allows for free parking up to 30 minutes.

Enforcement
Users must purchase a pass and display it in the window of their vehicle. A kiosk will be placed on site where day, weekly, and camping passes can be purchased. Annual passes and commercial passes will be sold at the County Courthouse. When purchasing a pass, users must enter their vehicle license plate number. Users who have purchases season passes or commercial passes must scan their pass at the kiosk and enter the vehicle license plate number for the vehicle parked. Vehicles that exit after being on site for longer than 30 minutes without purchasing a day pass or weekly or season pass will be ticketed. Enforcement will be managed through manual inspections, automated license plate readers, or both. The parking control vendor will mail tickets to the address listed with the vehicle registration. A camp host will be on-location from May 1st to October 15th. The camp host will also have the authority to ticket visitors who do not abide by park regulations.



LEGEND

1. Re- Aligned Entrance Drive
2. Park Entry Signage
3. Trailer Parking (15' x 55') (36 spaces)
4. Vehicular Parking (9' x 18') (43 spaces)
6. Walk-in Tent Camping
7. Gathering Area/Fire Pit for Campground
8. Camp/Park Host Site with RV Hookups
9. Vehicular Bridge
10. Pedestrian Bridge
11. Boat Prep & Staging Area
12. Boat Ramp for Trailered Boats (36' Wide)
13. Boater Safety Talk & Waiting Space
14. Boat Queuing Space (~100 lf)
15. Boat Staging or Drop-off Area for Small Crafts
16. Beach Area & River Access for Small Crafts
19. Large Restroom Building (6 stalls)
20. Picnic Shelter w/ Restrooms
23. Picnic Tables
24. Nature Play Inspired Playground
25. Nature Play Obstacle Course
26. Passive-Use Natural Areas
27. Future Pedestrian/Bike Over/Underpass
28. Bank Stabilization
29. In-Stream Habitat Improvements, Fisheries
30. Fishing Access and Wade-in Fishing
31. Nature Trail
32. Short Term & ADA Parking
33. ADA Accessible Trail to River
34. Privacy Fence Adjacent to Neighbors

Shady Island River Park Project Proposed Concept Map 2021

sprout studio

- Future integration into a larger recreation fee system.

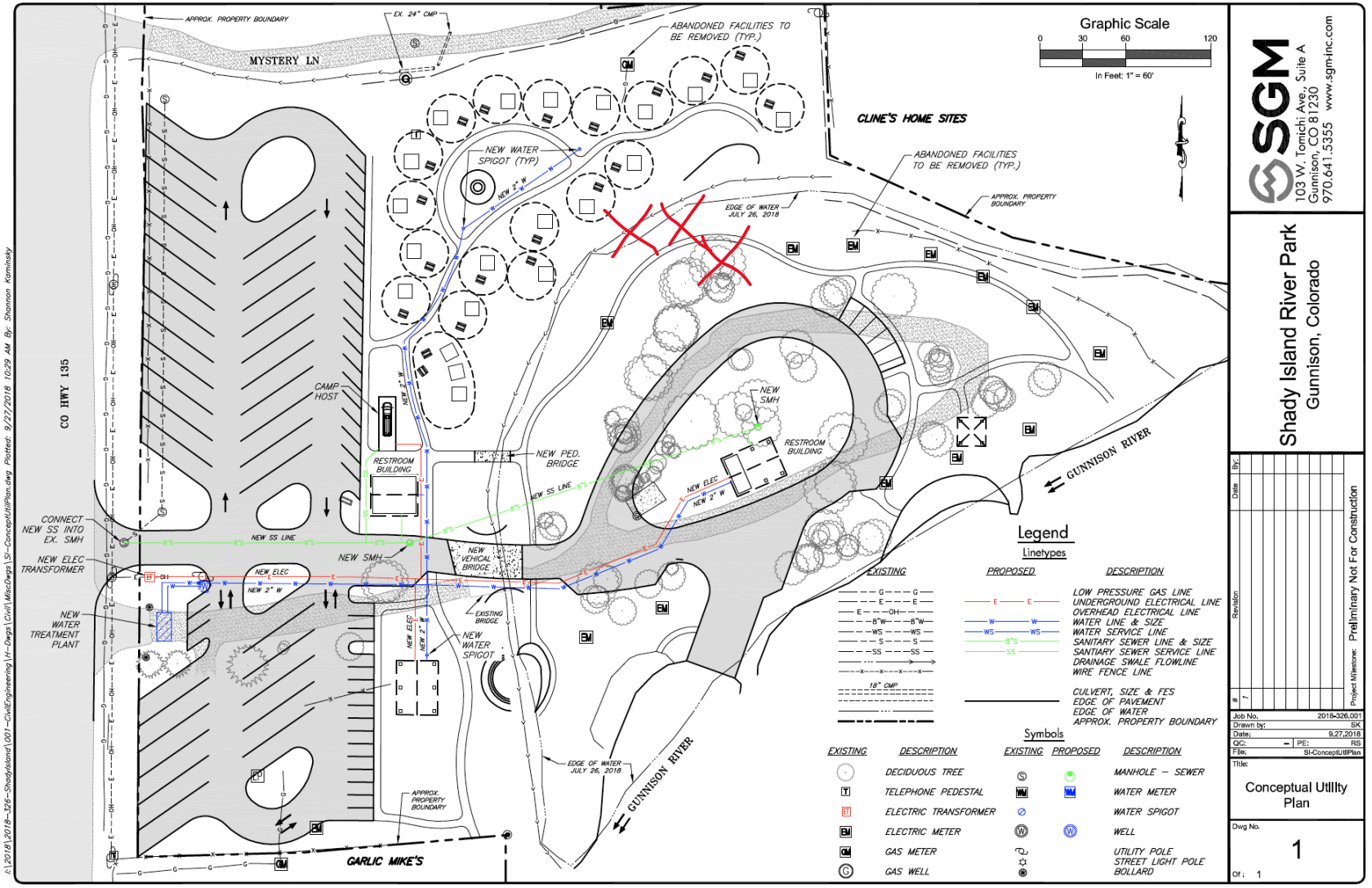


Figure 2. Shady Island River Park Utility Plan Concept (*Shady Island Project Master Plan*)

EXHIBIT A

GUNNISON COUNTY SHADY ISLAND RIVER PARK FEE SCHEDULE Adopted by the Gunnison County Board of Commissioners	
ACTIVITY	**FEE**
DAY PASS: Valid for one day of parking to access River Park	$5
WEEKLY PASS: Valid for seven (7) consecutive days for use as a parking pass to access the River Park	$15
ANNUAL PASS: Valid for use during one calendar year as a parking pass to access the River Park	$40 **Only in 2021 the fee shall be $30
OVERNIGHT CAMPING PASS: Valid for one night of camping; a parking pass is also required for each vehicle	$20
GROUP CAMPSITE: Valid for one night of camping; a parking pass is also required for each vehicle. Group site can accommodate up to sixteen (16) people and four (4) vehicles.	$40

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 21-_____

A RESOLUTION ADOPTING A SCHEDULE OF FEES FOR THE SHADY ISLAND RIVER PARK

WHEREAS, the Gunnison County Board of Commissioners owns and operates the Shady Island River Park and is authorized by law, including but not limited to C.R.S. §§ 30-11-102 and 30-11-107, to impose fees on persons who use the Park;

WHEREAS, the Gunnison County Board of County Commissioners has reviewed and discussed in a public meeting the fee schedule and operations at Shady Island River Park;

WHEREAS, the primary purpose of collecting fees for use of the Shady Island River Park is to defray the costs and expenses of administration, operation and maintenance of the Park;

WHEREAS, such fees are imposed only upon persons who use the Shady Island River Park;

WHEREAS, Gunnison County has determined that the fee amounts adopted by this Resolution bear a reasonable relationship to the costs of administration, operation and maintenance of the Park; and

WHEREAS, the Gunnison County Board of County Commissioners has determined that the Shady Island River Park affords a public benefit to the residents of and visitors to Gunnison County;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the schedule of fees for Shady Island River Park attached as Exhibit A to this Resolution is hereby adopted to support the ongoing administration, maintenance and operation of the Park. Such fees shall be reviewed and amended as needed by subsequent Resolution of the Board.

This Resolution shall remain in effect until amended or superseded by subsequent Resolution.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted on this ___day of July, 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