

- 1 - November 2, 20221 BOCC Agenda REV1
- 2 - Nov 2 - Dec 7 Calendar
- 3 - Minutes, Aug 17, 2021
- 4 - Consent 1 - Ultraswayed
- 4 - Consent 2 - Colorado Health Institute Contract
- 4 - Consent 3 - ECC and MRS Grant Application
- 4 - Consent 4 - GOCO Grant Application
- 4 - Consent 5 - Trautz Employment Agreement
- 4 - Consent 6 - CFGV Grant
- 4 - Consent 7 - Agriculture Events Grant
- 4 - Consent 8 - Tenderfoot Contract
- 4 - Consent 9 - EMPG Funds
- 4 - Consent 10 - Sanchez Lease
- 5 - Grooming Requests
- 6 - Public Hearing; Kuisle
- 7 - Lot Cluster Agreement
- 8 - MCRC Funding Request
- 9 - Correspondence; Cheat Grass
- 10 - Executive Session; LMD
- 11 - Executive Session; Property

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA REVISION #1

DATE: Tuesday, November 2, 2021

Page 1 of 2

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:30 am
- Call to Order; Agenda Review
 - Scheduling
 - Minutes Approval:
 1. August 17, 2021 Regular Meeting
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Acknowledgment of County Manager Signature; Contractor Agreement; Ultraswayed, LLC; Specific Annual Benefits Compliance Notices; 10/14/2021-3/1/2022; \$3,000 Release of Landscaping Improvements Agreement for Swiss Holdings, LLC and Alpha Mechanical Solutions, LLC; LUC Permit No 2018-00025
 2. Contractor Agreement; Colorado Health Institute; Data and Evaluation Related to the Regional Workforce to Increase COVID-19 Vaccine Access in Southern Colorado; 8/1/2021-7/30/2022; \$40,000
 3. Grant Application; Early Childhood Council and Multicultural Resource Services; \$40,000
 4. Grant Application; Great Outdoors Colorado (GOCO) Fellowship Program; STOR Corps and Center for Public Lands Support
 5. Gunnison County Human Resources Director Employment Agreement; Lauren Trautz; Human Resources Director
 6. Grant Award; Community Foundation of the Gunnison Valley; Advancing Equity; \$30,000
 7. Acknowledgement of County Manager Signature; State of Colorado, Department of Agriculture Grant #POGG1,BAAA,202200002457; Gunnison County Fairgrounds; 10/18/2021-6/30/2022; \$15,126
 8. Memorandum of Agreement between the Board of County Commissioners of the County of Gunnison, Colorado and Tenderfoot Child and Family Development Center, Inc.; Nursing Services; 1/1/2021-12/31/2021; \$1,200
 9. 2021 Emergency Management Performance Grant; \$75,000
 10. Commercial Lease Agreement; Eduardo Sanchez d/b/a Sanchez Painting, LLC; 7/1/2021-6/30/2022; \$7,500
 - ~~11. Agreement for Services between Gunnison County and SITA Information Networking Computing USA, Inc.~~
- 8:40 am
- County Manager's Reports
 - Deputy County Manager's Reports and Project Updates
 1. Insurance Liability; Uncompahgre Valley Trail Riders and Gunnison County Sno Trackers
- 9:00 am
- Continued Public Hearing; Tincup Street Vacation Request; That portion of Laurel Street adjacent to Lots 18024, Block 14, and Lots 1-7, Block 13, Town of Tincup; Sally Kuisle and Lyle & Cheryl Rieger (Humming Bird Properties, LLC)
 1. Resolution; A Resolution Vacating a Certain Portion of Laurel Street Lying Within the Town of Tincup, County of Gunnison, State of Colorado
- 9:35 am
- Lot Cluster Agreement and Declaration; Sally S. Kuisle Revocable Trust; LUC-21-00049; Lots 18-24, Block 14, Town of Tincup
- 9:40 am
- 2022 Work Plan and Budget Request; Marble Crystal River Chamber of Commerce; \$45,390

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

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA REVISION #1

DATE: Tuesday, November 2, 2021

Page 2 of 2

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

- 9:55 am
- Correspondence; Potentially Secure Federal Funding for a Multiagency, Large-Scale Cheat Grass Mitigation Effort
- 10:00 am
- Grand Mesa–Uncompahgre–Gunnison (GMUG) Forest Plan Revision Comments
- 10:05 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)(b):** Conference with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice related to the Gunnison River Valley Local Marketing District (LMD)
 - **Executive Session, pursuant to C.R.S. §24-6-402(4)(b):** Conference with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice on specific legal questions related to property located in Gunnison County, Colorado, and pursuant to C.R.S. §24-6-402 (4)(e)(I): Determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations related to property located in Gunnison County, Colorado
 - Adjourn

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

ZOOM MEETING DETAILS:

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

Meeting ID: 883 3668 0665

Passcode: 149941

One tap mobile

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

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

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

November 2, 2021 – December 7, 2021

As of 10/29/2021

Board of County Commissioners

1. **BOCC Regular Meeting**
November 2, 2021, All Day @ BOCC Boardroom
[More Details](#)

2. **Mayors & Managers Meeting - Hosted by Town of Crested Butte**
November 4, 2021, 12:00 PM - 1:30 PM
[More Details](#)

3. **Planning Commission: Joint Public Hearing - Rocky River Resort Replat**
November 5, 2021, 9:00 AM @ Planning Commission Room
More details to follow.
[More Details](#)

4. **BOCC Work Session**
November 9, 2021, All Day @ BOCC Boardroom
[More Details](#)

5. **BOCC Regular Meeting**
November 16, 2021, All Day @ BOCC Boardroom
[More Details](#)

6. **BOCC Work Session & Special Meeting**
November 23, 2021, All Day @ BOCC Boardroom
[More Details](#)

7. **Mayors & Managers Meeting - Hosted by Community Foundation of the Gunnison Valley**
December 2, 2021, 12:00 PM - 1:30 PM
[More Details](#)

8. **Gunnison County Joint Elected Officials Meeting- Hosted by Town of Crested Butte**
December 2, 2021, 6:00 PM @
King Community Room in the CB Center for the Arts building.
[More Details](#)

9. **BOCC Regular Meeting**
December 7, 2021, All Day @ BOCC Boardroom
[More Details](#)

Gunnison County Organization

1. **Holiday - Veterans' Day - Offices Closed**
November 11, 2021, All Day
[More Details](#)

2. **Holiday - Thanksgiving - Offices Closed**
November 25, 2021 - November 26, 2021
[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes Approval: 1.August 17, 2021 Regular Meeti

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

the draft of the 8/17/2021 BOCC regular meeting minutes is attached for your 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:

Reveiwed by: GUNCOUNTY1\egaebler

Discharge Date: 10/29/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/29/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 11/2/2021

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
August 17, 2021**

The August 17, 2021 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

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

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

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

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

Special Event Liquor Permit 2012-02; Upper Gunnison River Water Conservancy; 8/19/2021 from 3-10 pm

Moved by Commissioner Smith, seconded by Commissioner Mason to approve the Special Event Liquor Permit for the Upper Gunnison River Water Conservancy. Motion carried unanimously.

Moved by Chairperson Houck, seconded by Commissioner Smith to adjourn the Gunnison County Local Liquor Licensing Authority. Motion carried unanimously.

ADJOURN: The meeting was adjourned at 8:31 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

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

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

MINUTES APPROVAL:

1. June 1, 2021 Regular Meeting – Commissioner Smith noted that the Gunnison Valley Community Foundation did not receive an \$80,000 grant, but had \$80,000 to award as grants. **Moved** by Chairperson Houck, seconded by Commissioner Mason to approve the June 1, 2021 Regular Meeting minutes with the noted correction. Motion carried unanimously.
2. June 17, 2021 Special Meeting – **Moved** by Chairperson Houck, seconded by Commissioner Smith to approve the June 17, 2021 Special Meeting minutes as presented. Motion carried unanimously.
3. July 6, 2021 Regular Meeting – **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the July 6, 2021 Regular Meeting minutes as presented. Motion carried unanimously.

SCHEDULING: Chairperson Houck noted that there was a conflict on Friday Aug 20th with a joint Planning Commission meeting and a Colorado Counties Inc (CCI) meeting; however, the Board determined that both could be covered, though possibly remotely. No changes were made to the agenda.

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. Acknowledgment of County Manager's Signature; Colorado Department of Public Health and Environment (CDPHE); Contract Agreement #4; Gunnison County Department of Health and Human Services (GCHHS); Emergency Preparedness; 8/09/2021 - 6/30/2022; \$93,600
2. Memorandum of Agreement; Western States Water Partnership (WSWP), LLC; Beta Site installation of WSWP radar, southwest of Gunnison, Colorado; Mid-September 2021 installation
3. Acknowledgment of County Manager's Signature; Contractor Agreement; Gunnison Valley Health; Gunnison County Sheriff's Department; for Licensed Nurse Practitioner health services at the jail; 6 hours per week; 8/01/2021 - 12/31/2021; \$6,000
4. Subcontractor Agreement; Front Range Clinic P.C.; Gunnison County Sheriff's Department; for substance use disorder (SUD) treatment at the jail; 8/17/2021 - 6/30/2022; \$8,000
5. Approval for CPW Appointments to the Gunnison Basin Sage-grouse Strategic Committee; Nathan Seward and Brandon Diamond

COUNTY MANAGER'S REPORTS:

1. Opening for Shady Island River Park on Friday Aug 20th. County Manager Matthew Birnie reported on the upcoming opening ceremony, adding that they had recently built a natural log play structure that looked great. He noted that the re-milled asphalt was not performing well, probably due to the heavy

construction equipment traffic; they planned to add another layer of asphalt next Spring. Future plans also included building a bathroom in the Fall of 2021.

2. Library project. CM Birnie reported that in the next few days they would be pouring concrete for the main slab and getting utilities in. Next, they would start to go vertical with the steel frame.
3. Airport project. CM Birnie let the Board know they had found some conditions not expected – in the form of buried concrete slabs - and were presently in the process of working out these challenges with budget and even more so timing, as they kept an eye on the coming ski season.
4. Attended the informational meeting for the Gunnison Valley Hospital's EMS project. CM Birnie noted that he had found the history of the very interesting, and noted that he could see their building is not meeting the needs of the EMS team for the community. He informed the Board that they would be hearing very soon about a request for funds from the County for this building project.

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

1. Consultant Agreement; Mead & Hunt, Inc; Design Concept for Reconstruction of the Brush Creek intersection; \$83,725. DCM Crosby explained that this is an agreement for reconstruction of the Brush Creek intersection hopefully to start in August. She noted that she was working that day on scheduling a meeting for the first public meeting, and noted that they were already starting the traffic counting. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the consultant agreement with Mead & Hunt, Inc's design concept for reconstruction of the Brush Creek intersection, in the amount of \$83,725. Motion carried unanimously.
2. Coverage of staffing at the landfill. DCM Crosby explained to the Board that they were struggling to cover shifts at the landfill – since they were short Road & Bridge operators, they could not fill in with other crews. She has contacted the City and a private hauler to see how to adjust the hours. DCM Crosby noted that it would be bad to close on Saturdays because of tree dumps, etc, but then suggested that perhaps they could extend hours somewhat during the middle of the week to replace Saturdays. She added that they would put a notice in the newspapers as soon as these adjustments could be worked out.
3. Glitches with getting a facilitator for the Marble Project. DCM Crosby revealed that the facilitator they had earlier lined up for this project had now taken on another job. In finding someone else, the price went up significantly. The Forest Service, who is providing funds, said yes to earlier prices, but refused the recent rate increase. DCM Crosby further noted that the Forest Service had to obligate their money by August 27th. Commissioner Mason then let the Board and DCM Crosby know that he had just heard that day from the Forest Service, wherein the Forest Service offered a draft revision of budget showing a limit of \$23,000 – listening sessions added in had raised the price a bit. The Board added that some of the administrative costs and facilitation may need to be contracted through the County.

CHANGE OF AGENDA: Chairperson Houck elected to go first to Vouchers and Transfers, then come back to the Treasurer's Report.

VOUCHERS AND TRANSFERS: Chief Financial Officer Juan Guerra was present to answer any questions the Board might have.

1. August 2021 Accounts Payable Report. With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to approve the vouchers in the amount of \$3,691,890.22. Motion carried unanimously.
2. June 2021 Purchase Card Report.
3. July 2021 Cash Transfer Report. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the cash transfer in the amount of \$5,019,946.84. Motion carried unanimously
4. Sales Tax - LMD Reports. CFO Guerra noted that the sales tax increases were highlighted by three main areas of growth – building materials, bars & restaurants, and lodging.

TREASURER'S REPORTS: County Treasurer Debbie Dunbar was not able to join the meeting that day, but as the Board had no questions, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to accept the Treasurer's Report and authorize the Chair's signature. Motion carried unanimously.

SUBMISSION OF GUNNISON COUNTY'S FIRST QUARTERLY FISCAL TRANSPARENCY REPORT; AS OF JUNE 30, 2021: Presented by CFO Juan Guerra. He introduced this report by stating that as he took a look at what reports had been generated in the past, he asked if these were truly serving the needs of both the County's decision makers and the public. In doing so, he saw opportunity for improvement, and stated that this transparency report gave needed information to the County decision-makers and planners on a more current basis. CFO Guerra noted that the County's audits were not necessarily relevant, since there was a 9-10 month lapse until the audit reports come in. Therefore, he created a quarterly report that can better reflect the County's financial status. He then outlined the sections for the Board, explaining each area's economic impact on the community.

RECESS: Chairperson Houck recessed the regular meeting at 9:17 am, in order to hold the Gunnison-Hinsdale Board of Human Services Meeting.

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

9:00 am • **(See separate agenda)**

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

RECONVENE: At 9:38 am, Commissioner Houck reconvened the Gunnison County Board of County Commissioners Regular Meeting.

HEARING (CONTINUED FROM 6/15/2021); PETITION FOR ABATEMENT OR REFUND OF TAXES; PROPERTY TAX YEAR 2020; R013123, 12.84 ACRES IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST, 6TH PRINCIPAL MERIDIAN; PARCEL NO. 3255-120-00-082; VAN DELAY INDUSTRIES LTD: Presented by County Appraiser Chris Nutgrass. Because Chairperson Houck had not been present for the beginning of the hearing on 6/15/2021, he asked Commissioner Mason to step in as Acting Chair for this continuation of the Petition for Abatement by Van Delay Industries Ltd.

As the petitioner was not present, either in the room or via Zoom, and with confirmation that a timely notice was sent to the petitioner with the correct date and time, Appraiser Nutgrass was then asked to go ahead with a brief outline of the change from agricultural to vacant land for tax year 2020. Commissioner Mason first outlined that, during the initial hearing on June 15th, the petitioner had maintained the land was still being used for agriculture and Appraiser Nutgrass had shown photos with fences down and the land showing no evidence of cows on the property. At that point, the petitioner had asked for a continuance, stating that they would provide a lease showing the usage for the correct time period.

Appraiser Nutgrass then gave a brief overview of what had been discovered and presented during the hearing on June 15th, concluding that the agricultural status was changed to vacant land for 2020, because there had been no eyewitness, lease or other evidence which established that it had been used for agricultural purposes in 2019. He then recommended that the Board deny the abatement petition for the tax year of 2020.

Chairperson Houck noted that at the conclusion of the hearing on June 15th, the petitioner had understood that the continued hearing would be with a lease from the petitioner which would substantiate the agricultural use in 2019. Commissioner Smith added that the petitioner did have a lease through 2018 and again for 2020; however, this lease document was not able to be provided by the petitioner for 2019. Deputy County Attorney Emilee Gaebler clarified that the purpose of this hearing was for the petitioner to dispute that they did not lose their agricultural status in 2019. With no agricultural lease or other evidence presented to show agricultural use during 2019, agricultural status would be lost for 2019, and that status could not be regained until the petitioner could show ongoing agricultural use for another three-year period of time.

Commissioner Mason then closed the Public Hearing at 9:46 am. With no further discussion from the Board, it was **moved** by Chairperson Houck, seconded by Commissioner Smith to deny the petition for abatement of 2020 property taxes for Van Delay Industries, Parcel No. 3255-120-00-082, based on the fact that no evidence was provided to substantiate 2019 agricultural use, and therefore, under state statute, did not meet the criteria for that type of classification. Motion carried unanimously.

RIVERLAND LOT 7 JOINT VENTURE CONDOMINIUM PLAT; RIVERLAND FILING #1- AKA 296 BUCKLEY DR; LUC-21-00034; ATTORNEY DANIAL SPIVEY, REPRESENTATIVE: Present for discussion was Community Development Administrative Services Manager Beth Baker. She explained to the Board that this was a "condominiumization" of two existing structures on Lot 7, adding that all the needed documents for this process had been reviewed and approved by the County Attorney's Office.

With no questions from the Board, it was **moved** by Commissioner Mason, seconded by Commissioner Smith, to approve the Riverland Lot 7 Joint Venture Condominium Plat, Riverland Filing #1, LUC-21-00034, and to authorize the chair's signature. Motion carried unanimously.

DISCUSSION; OPIOID LITIGATION SETTLEMENT: Present for discussion were the Board of County Commissioners, County Manager Matthew Birnie, and County Attorney Matt Hoyt.

Commissioner Smith started by noting that Gunnison County's region had organized and would be meeting that afternoon to establish governance, structure and bylaws, and would proceed with appointments and discussion of how these resources should be allocated across the region. She added that her preparation had included discussions with Health and Human Services Director Joni Reynolds, Early Childhood Council Coordinator Margaret Wacker, and Gunnison County Substance Abuse Prevention Program Manager Kari Commerford – regarding how to best identify and address the specialized needs of the Gunnison-Hinsdale Counties region.

County Attorney Hoyt filled in with the background on this settlement, explaining that the State of Colorado, through the Attorney General's Office, was in litigation with the manufacturers of opioids. That case was not yet finalized, but the settlement contemplated a portion of funds to be paid by the defendant to counties and municipalities directly, and then a portion to various regions around the State, essentially comprised of all the judicial districts, of which Gunnison County's region was the 7th Judicial District. Other counties in this district included Montrose, Delta, Ouray, San Miguel, and Hinsdale Counties. One thing the Attorney General was requesting in order to process the distribution and administrative response, was for these regions to establish regional councils to administer, oversee, distribute these settlement funds. Gunnison County, in consultation with the County Attorney's Office, came up with a set of bylaws modeled after Southeast Colorado's already established bylaws, with input from the Attorney General. This model was essentially called the "One County, One Vote" system, wherein each county has an equal say, and allowed for proxy voting. CA Hoyt added that the bylaws also gave a voice to non-voting members: those coming out of opioid addiction, public health providers, mental health providers, and law enforcement

municipalities – all to function as a big tent, allowing a multiple of voices in the room to help guide in the decision making.

After several minutes discussion addressing some of the challenges in organizing, regional representation, disbursement of funds, and Gunnison County appointment possibilities, it was **moved** by Chairperson Houck, seconded by Commissioner Mason to authorize Commissioner Smith to serve as representative of the Board on the opioid settlement, to speak on the Board's behalf, and to continue conversation and correspondence with the other counties in the region, utilizing the resources of the County Manager's and Attorney's Offices in this matter. Motion carried unanimously.

UNSCHEDULED CITIZENS: There were no Unscheduled Citizens present, in the room or via Zoom, for discussion.

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

Commissioner Mason:

1. Work with White River National Forest and the facilitator project. Commissioner Mason reported to the Board that a proposal update just given to him that morning looked like it would come in line with the previous proposal.
2. Attended Gunnison Valley Regional Housing Authority (GVRHA) meeting last Thursday, August 12th. Commissioner Mason said that one item of note out the meeting was the agreement being worked on between Executive Director Jennifer Kermode and investors for a Crested Butte Hostel Housing initiative, in an effort to create more affordable housing. They would be working on the details that week, noting it would be "an outside-of-the-box" idea.
3. Pitkin County Commissioners had reached out to Commissioner Mason regarding a Wild and Scenic designation on the Crystal River. Commissioner Mason let the Board know that Pitkin County Commissioners wished to have a joint meeting with the Gunnison Board of County Commissioners; he wanted to know where the Board was with this meeting proposal. Chairperson Houck noted that he had some input for this which he could address in his Commissioner Items, and CM Birnie noted that he and the County Attorney's Office had been in communication, but had not yet heard back and the ball was now in Pitkin County's court.

Commissioner Houck:

1. Met with Senator Bennet in Marble last Saturday and Sunday, August 14-15. Chairperson Houck had gathered with the Senator, Commissioners and others from Pitkin County, Bureau of Land Management, and the Forest Service up in Coal Basin, to discuss coal mine methane capture. Much of this program had been piloted by Gunnison County in the North Fork, and the meeting's main focus was on procuring funding and opportunities to capture and utilize this resource.
2. After the meeting at Coal Basin, Chairperson Houck spoke with Commissioner Kury from Pitkin County. He suggested that the Pitkin Commissioners decide if they would like to meet on Zoom or in person and then let their County Manager get with Gunnison CM Birnie to coordinate a meeting date. The Board then briefly discussed topics for this meeting such as Wild and Scenic designation, permitting in the White River National Forest, and how to include Gunnison County and Marble participants in these. Chairperson Houck added that in the past, the Colorado River District had been strongly opposed to a Wild and Scenic designation, and that they would be a major component in this.
3. Visited Marble during Marblefest on Sunday, August 15th. Chairperson Houck had wanted to see the traffic status in and around Marble at a very busy time. He drove to the base Daniel's Hill and in the 45 minutes he was there, observed no trucks, ATVs, UTVs or OHVs of any kind there; he noted only around six people on Beaver Lake, and several parking spaces open in the lot. However, during his drive, he did note there was a large pile of earth and debris at the entrance to Serpentine Drive that had been pushed off the road after a large storm, and it unintentionally created a loading / unloading ramp for ATVs. Deputy County Manager Crosby discussed adding possible signage there, as it is private property next to the county road. The law enforcement presence was also noted as a being a positive influence this year. Overall, the conclusion was that there did not seem to be the same intense traffic that had been there in 2020.
4. Toured the Marble Quarry with Senator Bennet. Chairperson Houck highlighted that Senator Bennet was a history lover, and with this being his first time to the quarry, the guides there treated them to an amazing tour.
5. Attended the National Association of Counties (NACo) Public Lands Steering Committee meeting last Friday, August 13th. Chairperson Houck explained his focus was working on assessing the current infrastructure bill to see if it includes any provision for capped wells and methane capture. A positive project back East was working with this, so he had contacted Senators Bennett and Hickenlooper's staff to mention that this project might be good to contact.
6. Able to have a 20-minute phone conversation with Congressional Representative Lauren Boebert and a couple of her staff members on Friday, August 13th. Within this call, Chairperson Houck explained that he was able to go over several items of importance for Gunnison County, such as: issues around public, forest and BLM lands; strong management of recreation and its infrastructure – understanding the large economic impact; issues around rural broadband; and COVID-19 impacts, transition, and recovery in our County and region. Lastly, he issued an invitation to her to visit Gunnison County, letting her know that the Board would be happy to host an open house for her at the courthouse anytime she would like.

7. The GMUG (Grand Mesa, Uncompahgre, Gunnison) National Forest revision plan draft has been released. Chairperson Houck let the Board know he was working through that, compiling comments on the Board's behalf.
8. Asked to participate on a Presidential Search Committee for Western Colorado University. Chairperson Houck stated that he was looking forward to serving on this committee with the trustees and other appointed members.

Commissioner Smith

1. Planning to attend the ribbon cutting next Friday August 20th for Wonderland Nature School. Commissioner Smith noted that an earlier date for the ribbon cutting had been postponed by rain and a COVID-19 outbreak. She also noted that the early childcare policy in the valley since the outbreak would be for all teachers to be vaccinated or they must wear masks at all times, if not fully vaccinated.
2. Continuing work with the Whetstone Building Process Committee. Commissioner Smith reported that the process was into two overlapping stages, moving from the Outreach Partnership Building and Technical Analysis phase, into the Planning and Design Strategies part of the process. She added that there would be a final open public meeting that afternoon, from 4-6pm, in which they were collecting people's housing ideas and background stories. For August 26th and 27th, they planned an outreach to many different demographics of the valley, hoping to reach out to the area's service-related industries who could really benefit from this project. A website address for input was also provided as: <https://whetstonehousing.weebly.com>.
3. Attended the Counties & Commissioners Acting Together (CCAT) affordable housing taskforce meeting. Commissioner Smith stated that she and several other county commissioners supplied input relating to their counties' priorities for affordable housing – from expanding infrastructure to marketing to developers, leveraging funding, safeguarding existing affordable housing, and to consideration of mobile home parks and possible ownership by residents of the parks. Commissioner Smith added that she brought up the tools to develop on appropriate State land parcels, as well, citing the example of the Paintbrush project in Gunnison adjacent to Western Colorado University's state land.
4. Spoke briefly with John Norton of the Tourism and Prosperity Partnership (TAPP). Commissioner Smith asked him to consider doing something for Western with the remaining marketing funds that had been earmarked but not needed for the Summer tourism season. She asked him to consider possibly marketing to Western's mountain sports programs. She will be following up with this project, as all parties were very interested in the idea.
5. Attended a meeting of the Gunnison County Community Health Coalition. Commissioner Smith stated that they had a follow-up meeting on health equity, wrapping up a topic started earlier in the year. Presentations were also made by the Gunnison Valley Regional Housing Authority and Country Meadow Mobile Home Park, to update on present market conditions and examine what can be done to facilitate a more wholistic vision of health equity which includes housing and these other components that are really essential to overall health.

Chairperson Houck recessed the regular meeting at 10:31 am, in order to go into 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 THE COUNTRY MEADOWS MOBILE HOME PARK, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND INSTRUCTING NEGOTIATORS; PURSUANT TO CRS § 24-6-402(4)(A), THE PURCHASE, ACQUISITION, LEASE, TRANSFER, OR SALE OF REAL PROPERTY OR OTHER PROPERTY INTEREST(S) IN RELATION TO THE COUNTRY MEADOWS MOBILE HOME PARK; AND PURSUANT TO C.R.S. § 24-6-402(4)(B), CONFERENCES WITH THE COUNTY ATTORNEY, DEPUTY COUNTY ATTORNEY OR ASSISTANT COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO THE COUNTRY MEADOWS MOBILE HOME PARK: Commissioner Houck **moved** to go 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 the Country Meadows Mobile Home Park, developing strategy for negotiations, and instructing negotiators; pursuant to CRS § 24-6-402(4)(a), the purchase, acquisition, lease, transfer, or sale of real property or other property interest(s) in relation to the Country Meadows Mobile Home Park; and pursuant to C.R.S. § 24-6-402(4)(b), conferences with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to the Country Meadows Mobile Home Park. The participants in the Executive Session would be the full Board of County Commissioners, County Attorney Matthew Hoyt, Deputy County Attorney Emilee Gaebler, Assistant County Attorney Alex San Filippo-Rosser, Community Development Director Cathie Pagano, Community Development staff member Loren Ahonen, Deputy County Manager Marlene Crosby, and County Manager Matthew Birnie. Commissioner Smith seconded. Motion carried unanimously.

The Board went into executive session at 10:33 a.m. The executive session was held in the BOCC Boardroom, 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), §24-6-402 (4) (a), and §24-6-402 (4) (b).*

Attorney Statement Regarding Executive Session

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

At the end of the Executive Session, 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, and were able to receive the advice from their attorneys and staff, as necessary. Commissioner Smith seconded the motion. Motion carried unanimously.

Commissioner Houck adjourned the Executive Session at 12:02 pm.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

RECONVENE: At 12:02 pm, Chairperson Houck reconvened the Gunnison County Board of County Commissioners Regular Meeting.

Chairperson Houck then advised that it was hard to see where negotiations with the owner of the Country Meadows Mobile Home Park was going because of a several key issues:

1. Correspondence had to be by mail only, and that directed to be only by US Postal Service mail.
2. There had been no correspondence back, which indicated that the other party was not operating in good faith; instead they appeared to be running the clock out.
3. A subpoena was issued by Colorado Department of Local Affairs (DOLA) requiring correspondence back by August 4th, and that deadline had come and gone with no correspondence reported back from DOLA.
4. This information required back was instrumental for working out financing and structuring any type of deal.

Chairperson Houck summarized his directions with saying that, regardless of these issues, the County needed to move forward anyway, by:

1. Having Community Development hold an extra work session outside of the regular BOCC work sessions, meeting wherever the residents of Country Meadows Mobile Home Park would like, in a time frame and place that works best for them.
2. With Commissioner Mason as chair on the Gunnison Valley Regional Housing Authority (GVRHA) Board, inviting the GVRHA Board to be part of this special work session.
3. Having Community Development Director Cathie Pagano and her staff continue to work with DOLA to obtain site access as the designated local government personnel, pursuant to the DOLA subpoena to Country Meadows Mobile Home Park.
4. Emphasizing at the special work session that parallel actions needed to continue, because both actions had value in enabling the residents of County Meadows Mobile Home Park to have quality of life.
5. Stressing that, throughout all of this, the Board of County Commissioners were committed to the Country Meadows residents' well-being and future.

ADJOURN: Moved by Commissioner Smith, seconded by Commissioner Mason to adjourn the meeting. Motion carried unanimously. The meeting adjourned at 12:10 pm.

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson

Liz Smith, Commissioner

Minutes Prepared By:

Melanie Bollig, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Contra

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County/Ultraswayed

Term Begins: 10/14/2021

Term Ends:

Grant Contract #:

Summary:

Ultraswayed is used to send out Medicare Notices, Summary of Benefit Changes, and other notices that the HR Dept must send out by October 15th and other notices in January for compliance.

Fiscal Impact: 3000.00

Submitted by: Hailey Bingman

Submitter's Email Address: hbingman@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 10/25/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 10/22/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/29/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 11/2/2021

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") is made and entered into this **14th day of October, 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 **Ultraswayed LLC**, an Arkansas limited liability company whose address is 23 Elmham Lane, Belle Vista, AK 27715 ("Contractor").

RECITALS

WHEREAS, the Contractor desires to provide services as an independent contractor to provide specific annual benefits compliance notices ("Notices") in connection with Gunnison County's health and welfare plans governed by the Employment Retirement Income Security Act of 1974 ("ERISA") and 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 **October 14, 2021** and shall terminate on **March 1, 2022** (the "Term"), unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT

Execution of this Agreement will assist the County with its benefits compliance 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 **Three Thousand and No/100 U. S. Dollars** (\$3,000.00) (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. PARTY RESPONSIBILITIES

Contractor will fulfill its duties as laid out in the Scope of Services, attached hereto as Appendix A. Gunnison County will provide Contractor with specific information so that Contractor can effectively and efficiently customize the Notices. To assist Gunnison County in providing such information, Contractor will provide Gunnison County with a specific data template that can be completed by Gunnison County. Gunnison County agrees to notify Contractor of any changes to plan administration or benefits that would impact the content of any of the Notices or if issues arise with respect to the Notices.

11. LIMITED WARRANTY

Provided Gunnison County fulfills its obligations pursuant to Section 10, Party Responsibilities, of this Agreement, Contractor will provide a limited warranty ("Limited Warranty") to Gunnison County, which is attached hereto as Appendix B. To make a claim under the Limited Warranty, Client shall provide notice to Contractor at the address set forth in Section 18, Notices. Thereafter, Contractor will consult with Gunnison County regarding the claim under the Limited Warranty and fulfill its obligations thereunder.

12. CONFIDENTIAL INFORMATION

Contractor and Gunnison County acknowledge that they may come into possession of certain confidential and non-public information during the Term ("Confidential Information"). Accordingly, Contractor and Gunnison County hereby covenant and agree that at all times during the Term, they shall hold in the strictest confidence and shall not disclose, share, distribute, use or publish any of the other party's Confidential Information, except as such disclosure or use may be required by applicable law or for the express benefit of the disclosing part of said Confidential Information. In the event of a breach or threatened breach of this Section 12, the disclosing party of said Confidential Information shall be entitled to an injunction restraining the receiving party from disclosing or using the Confidential Information in violation of this Agreement.

13. 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.

14. 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.

15. ADA COMPLIANCE

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

16. 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.
- d. NO JOINT VENTURE OR PARTNERSHIP. This Agreement shall not be considered to create any type of joint venture, partnership, or other legal relationship between the parties, where either party shall share or be responsible for the debts or liabilities of the other party. In addition, this Agreement shall not be construed as making either party an agent of the other party beyond the extent expressly provided in and limited by this Agreement, or as giving the right of one party to legally bind the other in any manner so as to permit the incurrence of debts and liabilities on behalf of the other party.

17. 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.

18. 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.

19. 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: Ultraswayed LLC
23 Elmham Lane
Belle Vista, AR 72715
Phone: 479-899-1908

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.

20. 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.

21. COUNTERPARTS: FACSIMILE TRANSMISSION

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

22. 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.

23. 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.

[signature page follows]

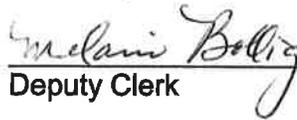
[signature page to Contractor Agreement]

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

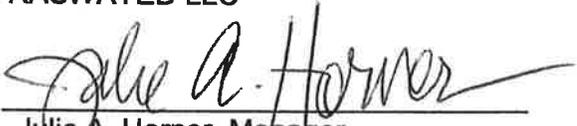
By: 
Matthew Birnie, County Manager

ATTEST:


Deputy Clerk



ULTRASWAYED LLC

By: 
Julie A. Horner, Manager

APPENDIX A
SCOPE OF SERVICES

ULTRASWAYED DUTIES

1. Annual Benefits Compliance Notices. During the Term, Ultraswayed will create specific annual benefits compliance notices for Client in two (2) separate waves (collectively, the “Notices”) as more particularly described below in Section 2. The Notices will utilize model language provided by the Department of Labor (the “DOL”), the Department of Health and Human Services (the “HHS”), and the Centers for Medicare and Medicaid Services (“CMS”), as published from time to time with appropriate revisions based upon Company-specific information provided to Ultraswayed by Client.
2. Specific Notice Requirements.
 - Sent to arrive before October 15 – The Notices shall include a Medicare Part D Notice of Creditable or Non-Creditable Coverage.
 - Sent in January – The Notices included shall consist of a Children’s Health Insurance Program Notice (“CHIP”), a Women’s Health and Cancer Rights Act Notice (“WHCRA”), a Newborns’ and Mothers’ Health Protection Act Notice (“NMHPA”), a HIPAA Privacy Notice, a HIPAA Special Enrollment Notice and Summary of Benefits and Coverage (“SBC”).
3. Production and Distribution of Notices. Ultraswayed will manage the production and distribution of the Notices including (i) customizing the Notices based on information provided by Client, (ii) managing the review and approval of the Notices by Client, (iii) printing and fulfillment, including folding and insertion of the Notices into envelopes, (iv) ink-jetting of individual company name, company logo, return address of Client and home address of active employees and retirees, and (v) first class postage and delivery of the Notices to USPS for mailing.
4. Documentation. Following distribution of the Notices for Client, Ultraswayed will provide Client documentation of mailing in the form of (i) confirmation receipt from USPS, and (ii) a list of addresses changed by the USPS verification system due to incorrect, incomplete or non-existent mailing addresses (only available for clients with 100 or more employees and retirees).

APPENDIX B
LIMITED WARRANTY

2021 Ultracompliant® One-Year Limited Warranty

Our approach was developed in accordance with all applicable law and in conjunction with leading ERISA attorneys. That's why we offer a one-year Limited Warranty.

If any governmental authority determines that the text of any notice provided by Ultracompliant® is inadequate in any material respect, Ultracompliant® will pay the full cost of creating accurate notices.

Please notify us immediately by email or phone using the contact information provided below regarding any claim under our One-Year Limited Warranty.



ultracompliant®

479-899-1908 • info@ultracompliant.com

Ultracompliant® is a registered trademark of Ultraswayed LLC • © 2021

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; Colorado Health Institute; D

Action Requested: County Manager Signature

Parties to the Agreement: The Colorado Health Institute

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Request review and contract signature for for the Colorado Health Institute to provide data and evaluation services to Gunnison County Health and Human Services for the regional COVID-19 HRSA grant.

Fiscal Impact: \$40,000

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 10/8/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. Note the retroactive date to Aug. 1, allowing for eligible services to be reimbursed from then. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 10/25/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/29/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 11/2/2021

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") is made and entered into this 1st day of August, 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 Colorado Health Institute whose address is 1999 Broadway, Suite 600, Denver, CO 80202 ("Contractor").

RECITALS

WHEREAS, the Contractor desires to provide professional services regarding data and evaluation related to the Regional Workforce to Increase COVID-19 Vaccine Access in Southern Colorado Project 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 the date first set forth above and shall terminate on July 30, 2022 (the "Term"), unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its HHS strategy to promote optimal community and family health, safety and wellbeing through an integrated Health and Human Services team, 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 Forty Thousand and No/100 U. S. Dollars (\$40,000.00) (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.

- d. Professional 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).

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

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: The Colorado Health Institute
1999 Broadway, Suite 600
Denver, CO 80202

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

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: Sara Schmitt
COLORADO HEALTH INSTITUTE

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Supporting Data Analyses Confirming Baseline Data Availability

- CHI will work with WCPHP staff to provide support for data analyses based on project needs and activities. CHI will meet regularly with WCPHP staff to determine data needs and frequency for updating these analyses. These analyses may include:
 - Updating existing dashboards from the Colorado Immunization Information System (CIIS).
 - Quantifying populations eligible for vaccine boosters.
 - Creating new approaches to analyzing case and outbreak data to provide insights on breakthrough cases (when available) and key demographics.
 - Collaborating with WCPHP directors to identify priority metrics for the region to be monitoring and, if applicable, developing relevant thresholds that may indicate need for different communications and/or policy strategies.

Monitoring for Equity

- CHI will work with WCPHP and the project team to identify how they would like to monitor how their activities are developing diverse, inclusive, and equitable relationships between public health and community partners and fostering existing partnerships with agencies working with vulnerable populations. This may include some qualitative data collection through key informant interviews or surveys with contracted partners; facilitated discussion during project team meetings; and evaluating partners' reporting tools and activities. The goal of this monitoring is to understand and identify best practices that WCPHP and its members can pursue as part of longer-term recovery efforts and future public health activities.

Meeting Attendance and Staffing

- Participate in one project team meeting each month from October 2021 – June 2022.
- Schedule reoccurring meetings with select WCPHP team members earlier in the project period to confirm some of the details and data

collection needs identified in the proposed scope of work and activities. These meetings with select staff would include reviewing existing data sources, discussing additional data needs, verifying data access and sharing capabilities between WCPHP and CHI, and confirming data display and monitoring tools.

Invoicing and Monitoring

- Provide detailed invoice monthly to Gunnison County, including time tracking related to project activities.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Early Childhood Council and Multicultural Resource Services; \$40,000

Action Requested: Other Approval to Apply

Parties to the Agreement: City of Gunnison

Term Begins:

Term Ends:

Grant Contract #:

Summary:

HHS requests approval to apply for \$40,000 from the City of Gunnison for the Early Childhood Council and Multicultural Resource Services work on early childhood workforce supports.

Fiscal Impact:

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 10/18/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/21/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 11/2/2021

Organization Name*

Gunnison-Hinsdale Early Childhood Council and the Multicultural Resource Services housed under Gunnison County Department of Health and Human Services

Contact

Lana Athey – GHECC Co- Coordinator, lathey@gunnisoncounty.org

Mailing Address

220 N. Pine Street, Gunnison, CO 81230

Provide a brief description of the program or service:

The Gunnison-Hinsdale Early Childhood Council (GHECC) and the Multicultural Resource Services (MRS) are both housed under Gunnison County's Department of Health and Human Services (DHHS). Both the GHECC and the MRS are focused on creating solutions to issues related to our vulnerable populations, including youth and young children, low income and minority populations.

In February of 2018, as part of the Colorado Health Foundation and the City of Gunnison Public Service Grant Program requirements, the MRS and GHECC hosted a Community Café with over fifty Spanish-speaking adults who provided input on the following topics: parenting classes & childcare; healthy eating & active living; health & housing; communication; and mental health. The results of the Café provided much information on the barriers that many of the Latinx families in our community are facing in regards to accessing quality child care. Some families reported that they don't always trust the person they leave our kids with. All respondents agreed that childcare is too expensive and that there are not enough slots available to serve the need in the community.

More recently, parent surveys distributed throughout the community in August Of 2020 reported similar findings. The survey had 152 respondents, all of which had young children or were expecting a child. The results of the survey indicated a lack of infant/toddler slots, parents' inability to afford childcare (which increased in comparison to 2019 parent survey results), and trouble with turnover in the EC workforce.

In our 2020 community grant application to the City of Gunnison, we cited the need for greater early childhood workforce supports in order to help increase the availability of childcare. In February 2021 we surveyed the early childhood workforce and the responses we received were alarming. The survey 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 asked to rate which benefits were most important to them 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 Early Childhood Education courses as a 4 or 5, and 90% rated availability of paid sick leave as a 4 or 5.

The Council stepped into action, applying for and being awarded the Early Milestones Colorado Workforce Innovation grant. The grant is a planning and implementation grant which is supporting the Council in scaling up the EC Educator Stipend Program (the City of Gunnison contributed \$5,000 and the Town of Crested Butte contributed \$4,000 to this program for 2021). The grant is also providing additional funding for the sick leave program that was developed in August of 2020 with generous funding from the Community Foundation of the Gunnison Valley's COVID relief funding. The program provides paid sick leave to early childhood educators, up to \$1,000 a year. The program was established due to the lack of paid leave that early childhood centers are able to offer to their staff, with many unable to provide any paid leave.

Early childhood workforce turnover in the last year has strained the early childhood education system in our community, especially infant/toddler care. Even with the additional slots added by Wonderland Nature School, accessing infant and toddler care is still difficult for many families. The current COVID19 pandemic has exacerbated these issues making it increasingly harder for our local childcare centers and licensed family childcare home providers to maintain operations. Child care providers have been pushed towards operating at reduced hours while incurring increased operating costs due to the COVID19 pandemic. The stimulus funding for early childhood programs that we expect to see in the near future will provide some relief to licensed providers and the families that they serve allowing for some stabilization and reduction in tuition for many families. However, the monthly payments for the child care stabilization grants will only provide support for nine months. The GHECC is requesting this funding from the City of Gunnison so we can continue to build local supports for our early childhood workforce and families in our community and strengthen our local early childhood system. Ultimately, this will create a stronger and more resilient community.

The GHECC and MRS are requesting funding to help support our efforts to:

- increase access to affordable quality care and education
- provide greater supports to our local early childhood workforce, in turn reducing turnover, increasing childcare availability
- raise awareness around the issues facing early childhood care and education programs in our valley
- improve collaboration among organizations that have the potential to remedy this situation and develop solutions that can meet the needs of our community.
- Increase the voice of Spanish-speaking community members in creating solutions for childcare needs, and providing training opportunities for Family, Friend and Neighbor caregivers
- Coordinating and partnering with the City of Gunnison on Spanish Outreach services to better provide inclusive events and services

Funding Impact*

Please describe the resulting impact to your program or service in the event funding is not approved or your application is only funded in part.

Should the funding for this service not be approved, the GHECC and MRS would continue to work on the tasks outlined in the program description. However with a limited amount of staff hours dedicated specifically to these efforts the development of promising outcomes could advance slowly. The GHECC believes that it is critical to work on this initiative at an increased rate as we are seeing a greater number of families struggling to find quality, trusted care for their young children and a greater number of childcare providers struggling to maintain operations and keep their workforce intact. This is very concerning for our community members, increasing the amounts of toxic stress experienced by a large number of families in the community and having a lasting effect on the overall function of our community and the healthy development of children.

Population Served*

How many participants are directly impacted by or participate in your program or service? Please enter a NUMBER - don't just indicate a geographic area to which you provide services.

850 (Estimated number of Children in the City of Gunnison Licensed Child Care slots, their parents, and the early childhood workforce)

Why do you think the program or service should be funded by the taxpayers of the City of Gunnison?

Quality early childhood care and education plays a crucial role in the health and well-being of children, families, and the community. The efforts outlined in this proposal will strengthen our local early childhood system. COVID19 has had a significant impact on our local early childhood system. The pandemic has depleted our licensed provider's cash reserves, caused more workforce turnover, and impacted families' ability to afford tuition. Support from the City of Gunnison would help to insure that the early childhood workforce feels appreciated and supported. Local families will be able to remain employed and have the opportunity to access quality care for their children. These efforts to better support the early childhood system and increase access to quality early childhood care and education is a protective factor that buffers against the toxic stress and supports the healthy development of young children.

Special Marijuana Tax Revenue Eligibility*

Does this program or service impact regulation of the marijuana industry or provide social, recreational, and educational programs within the community such as substance abuse prevention, education and counseling?

Yes

Please list three measurable objectives and include how attainment of the goals/objectives will be measured.

Objective #1*

Continue the development of an action plan to address areas of concern in our current early childhood landscape.

- Continue the work of the early childhood task force through funding from the City of Gunnison and Early Milestones Colorado Workforce Innovation grant. Follow steps in action plan to work towards the following efforts:
 - Recruiting and retaining a quality early childhood workforce
 - Increasing access to quality early childhood programs
 - Increasing affordability of quality early childhood programs
 - Spanish interpretation services will be provided at meetings if needed.
- Increase Latinx community's awareness around resources available through the City of Gunnison as well as support the City of Gunnison in communications to the Latinx community in emergency situations.
 - MRS will coordinate and partner with the City of Gunnison Spanish Outreach services to do outreach and increase capacity for inclusive events and programs

Objective #1 Measurement*

Action plan completed with input from key stakeholders

Translation services will be provided

Objective #2*

Increase access to quality early childhood care and education.

- The GHECC and MRS staff, in collaboration with the Gunnison County Libraries, will be responsible for organizing Family Friend and Neighbor (FFN) (non-licensed caregivers) trainings and pre-licensing. These trainings will be for individuals currently providing care in their homes and those interested in becoming licensed child care providers in our area. Trainings will include many of the pre-licensing courses necessary for an individual to become a licensed childcare provider, such as First Aid, CPR, Standard Precautions, and Medication Administration. Outreach to Spanish speaking providers will be a priority area. Spanish interpretation will be provided at each training or trainings will be offered in Spanish.

- The GHECC and MRS staff will plan the 2022 Nurturing the Young Child Conference, which provides 6 hours of continuing education as well as the opportunity for attendees to earn a CEU through Western Colorado University. Spanish interpretation will be provided at the conference or some sessions will be offered in Spanish.
- The GHECC staff will continue to work closely with Western Colorado University to develop a plan to begin offering more Early Childhood Education courses at a local level in order to better support the EC workforce.

Objective #2 Measurement*

- At least 6 FFN and/or pre-licensing trainings will be offered throughout the year.
- The Nurturing the Young Child Conference will be offered in April 2022, with Spanish interpretation services offered and/or sessions presented in Spanish.
- The GHECC staff will continue to meet with Western Colorado University. At least two Early Childhood Education courses will be offered at the Summer Teacher Institute on the Western Colorado University campus in June of 2022.

Objective #3*

Support early childhood programs in the recruiting and retaining early childhood educators through a reward system and a sick leave program.

- GHECC and MRS staff will work closely with local childcare providers to encourage new and existing early childhood professionals to work towards achieving Levels 2-5 early childhood credential through the Colorado Shines Professional Development Information System. EC Professionals will receive a small stipend upon completion of each level of the early childhood credential system. Stipends will be rewarded as follows:
 - Credential Level 1 \$100 Stipend
 - Credential Level 2 \$200 Stipend
 - Credential Level 3 \$300 Stipend
 - Credential Level 4-6 \$400 Stipend
- GHECC will continue to offer the EC Educator sick leave program to licensed early childhood programs. Requests are capped at \$1,000/ employee per year. Funds will be held by the GHECC, and the center directors and home providers will request reimbursement from the GHECC for the sick leave pay.

If Requests are more than the funding, they will be ranked 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

Objective #3 Measurement*

- The Council will apply for the CIRCLE grant funding opportunity to continue to provide an increased number of benefits for our early childhood workforce and supplement the EC Educator Stipend Program and EC Educator Sick Leave Program.
- The early childhood task force will complete the development of an action plan for 2022-2023.

Project Budget:

- **Early Childhood Educator Stipend: \$10,000**
- **Early Childhood Educator Sick Leave Pay: \$10,000**
- **Tuition Assistance \$5,000** as a fund for families whose children attend care with home providers, FFN caregivers that are following licensed exempt requirements, and as a back-up fund for centers
- **Staff time: \$15,000:** \$7500 for Multicultural Resource Services and \$7500 for ECC
- **Total amount of funding requested for 2022: \$40,000**

Please upload the following information:

1. Most recent year's actual income and expenses - include reasonable detail for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project actuals as well)
2. Most recent budget - include reasonable detail for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)
3. Names and addresses of all board members including designation of Servicesrs
4. (optional) Please feel free to include any other documents that you think will support your application

- File Upload*

Certification

- Certification*

I hereby attest that the information provided in this application is accurate as of the date of submission.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Great Outdoors Colorado (GOCO)

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Request approval from BOCC for submission of GOCO Fellowship grant to support STOR Committee and Center for Public Lands

Fiscal Impact: \$3,000 in kind staff work

Submitted by: Cathie Pagano

Submitter's Email Address: cpagano@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 10/28/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 10/28/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/29/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 11/2/2021



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

From: Cathie Pagano, Director of Community and Economic Development
To: BOCC
Date: October 25, 2021
Re: GOCO Fellowship Grant

Gunnison County and Western's Center for Public Lands (CPL) are proposing submittal of grant request to GOCO's Fellowship program. The draft budget and application are attached for your review. There is no cash contribution required of the County for this grant request. We would be providing up to \$3,000 of in-kind work through the supervision of the fellow. Melanie Armstrong of CPL has prepared the application and requested the support and partnership of Gunnison County. If awarded, the GOCO Fellow, would support the STOR Corps and CPL work for two years and be a shared position between the two organizations. The County has proposed that the fellow be a CPL employee and if awarded we will develop a shared agreement for that fellow. We see this as a valuable opportunity to add capacity while also enabling an opportunity to diversify the stewardship and public lands workforce. Please feel free to contact me with any questions or concerns.



GOCO FELLOWSHIP PROGRAM

Great Outdoors Colorado's (GOCO) Fellowship Program offers young people from diverse and non-traditional backgrounds an opportunity to begin their careers at an array of outdoor-oriented partner organizations across the state. Through the fellowship, GOCO will fund two-year positions with partner organizations focused on the organization's needs, while offering a broad spectrum of professional and leadership development opportunities.

Because both GOCO and our partners desire to create a more robust pipeline for careers in the conservation and outdoor recreation community, GOCO will operate as a collaborative partner evolving our mutual approach as this program matures. GOCO will provide backbone support, coordination, and funding for professional development opportunities, shared experiences, and other related expenses outside of this funding opportunity. Additionally, GOCO will cultivate a mentor network to support these young professionals while they are engaged in the program and beyond.

Given the unique mission and priorities of each partner organization, no fellowship experience will look the same. However, when designing the role, partner organizations should contemplate a focus area, discrete project needs, and opportunities for fellows to participate in regional or statewide conversations related to conservation and outdoor recreation. Additionally, a fellow's experience should encompass one or more of GOCO's five program values:

- *Resource conservation* | We value strategic land conservation and resource protection work.
- *Outdoor stewardship* | We support sustainability of and improvements to the state's natural and recreational resources.
- *Community vitality* | We invest in conservation and outdoor recreation efforts that support communities and quality of life.
- *Equitable access* | We partner with communities to break down barriers to the outdoors.
- *Youth connections* | We believe children and their families deserve opportunities to get outside and experience all the benefits of doing so.



GOCO is excited to work with partners to create a unique and meaningful experience for young people throughout Colorado, while building future leaders for the conservation and outdoor recreation community. We look forward to working with and learning from our partners over the duration of this program.

ABOUT US: GOCO invests a portion of Colorado Lottery proceeds to help preserve and enhance the state's parks, trails, wildlife, rivers, and open spaces. Our independent board awards competitive grants to local governments and land trusts and makes investments through Colorado Parks and Wildlife. Created by voters in 1992, GOCO has committed more than \$1.3 billion in lottery proceeds to more than 5,300 projects in all 64 counties without any tax dollar support. For more information, please visit www.GOCO.org.

General Guidance

IMPORTANT DATES: Please submit proposals via email to emeyer@goco.org by October 14, 2021. The following table lists the timeline for the [2022-2024 Fellowship](#). These dates serve as a roadmap for the upcoming year for both GOCO and partner organizations. GOCO will work with the collective of host organizations to plan mutually agreed upon, quarterly professional development experiences (including dates) in advance of the summer start date to ensure shared experiences for all fellows throughout the duration of the program.

APPLICANT ELIGIBILITY: This program is by invitation only for entities eligible to receive GOCO open space and local government funds as listed below.

- a. Colorado municipality or county
- b. Title 32 special district eligible to receive distributions from the Conservation Trust Fund
- c. Political subdivision of the State of Colorado that includes in its mission the identification, acquisition, or management of open space and natural areas
- d. 501(c)(3) non-profit land conservation organization that includes in its mission the identification, acquisition, or management of open space and natural areas, e.g., land trusts
- e. Colorado Parks and Wildlife

AVAILABLE FUNDING, MATCH REQUIREMENTS, AND ELIGIBLE/INELIGIBLE EXPENSES: GOCO anticipates funding for individual fellows at or around \$75,000 per year, which encompasses all aspects of employment (salary, benefits, etc.).



The following list, though not comprehensive, outlines specific eligible costs for this program. Please discuss any potential project expenses with Erika Meyer (emeyer@goco.org) to determine the eligibility of those expenses prior to applying.

ELIGIBLE COSTS
Fellow salary
Fellow benefits e.g. – retirement packages, health insurance, life insurance, vacation, and sick leave
Professional development such as conferences and trainings
Overhead e.g. – reimbursement for required travel, office equipment, supplies

Match can be a combination of cash (if applicable) and in-kind services. The following list, though not inclusive, outlines eligible types of match.

ELIGIBLE MATCH
Costs associated with management and coordination of the fellow
Overhead directly associated with the fellow

If you have questions about eligible and ineligible expenses or match, please reach out to GOCO staff for further conversation.

Administration Information

If selected, GOCO will work with you to develop a Memorandum of Agreement that outlines clear expectations between your organization and GOCO over the duration of the fellowship.



FELLOWSHIP PROGRAM

APPLICATION

Applicant Organization:

Applicant Name:

Partner Organization (if applicable):

Partner Name (if applicable):

Amount Requested:

Total Cost:

Please include the following along with this cover page:

- Responses to Proposal Narrative prompts
- Budget (please use the form provided with the application)
- Applicants may consider providing the following attachments:
 - Maps and/or photos
 - Letters of support from partners, community members, volunteers, etc.
 - Other relevant documents

PROPOSAL NARRATIVE: Please submit a concise narrative using the following prompts. Responses need not follow the order or formatting below but should answer all the considerations put forth. Please limit narrative responses to 3 pages:

- Discuss the fellowship experience your organization will provide, identifying anticipated roles and responsibilities the fellow will assume. Discuss your motivation to host a fellow and how doing so will further your organization's mission and priorities. Describe your organization's capacity to host, support, and mentor a young professional. Please identify the staff person (or persons) who will oversee the fellow and his/her/their unique skills to mentor a fellow.

Gunnison County's Sustainable Tourism and Outdoor Recreation Committee (STOR) and Western Colorado University's Center for Public Lands (CPL) and are seeking a Fellow to support innovative recreation management programs in the Gunnison Valley. The Great Outdoors Colorado's (GOCO) Fellowship Program aligns with the mission of CPL to train future land managers through project-oriented collaboration with agencies and local communities to promote conservation and sustainable recreation. Similarly, the Gunnison County Board of Commissioners created the STOR community coalition to improve and maintain tourism and outdoor recreation in a manner that is sustainable (environmentally, socially, and financially) and aligns with community values. The GOCO Fellow will unite STOR and CPL resources to advance sustainable recreation initiatives in order to strengthen the resiliency of the Gunnison County community. Through this unique partnership, the Fellow will work on cutting-edge recreation initiatives in a place where organizations are responding collaboratively and creatively to pressing social and ecological pressures. This Fellow will cultivate leadership skills, develop a robust network of outdoor professionals, work in diverse recreation sectors, and participate in planning initiatives that are being watched throughout the nation as examples of innovation in conservation and recreation.

Gunnison County contains over 80% public lands which host visitors from around the world across all seasons. Outdoor recreation is one of the highest contributors to the Gunnison County economy, with 25% of employment in the leisure and hospitality sectors. Furthermore, visitation to surrounding National Forest lands (over 60% of the land in the Gunnison Valley) has more than doubled in 10 years, creating high potential to diminish forest resources as well as user experiences. Recreation infrastructure has remained unchanged for decades, despite changing use types, patterns, and levels. CPL and STOR have been leaders in convening agencies, stakeholder groups, and the public to research, design and implement novel approaches to vexing land management challenges. In our organizations, the GOCO Fellow will be immersed in recreation conversations from a range of perspectives including local government, non-profit, agencies, and higher education, and will get to know the breadth of opportunities for outdoor careers. In turn, CPL, STOR, and the public lands of Gunnison County will benefit from the perspectives of a Fellow who possesses a unique background and experience. CPL is particularly committed to overcoming barriers to entry to public lands careers by equipping diverse future land managers with skills needed to respond to socio-ecological pressures in an era of rapid environmental change, as well as the leadership needed to effect change in bureaucratic systems.

Through the CPL/STOR partnership, we are building a Learning Laboratory where students, land managers, and the public will come to study innovative responses to rapid social and environmental change in recreation. For example, CPL is training students to manage the dispersed camping system being implemented by the Forest Service in the Crested Butte area under the guidance of STOR (see attached article). Four graduate students worked with STOR and CPL over three years to study and plan this initiative, and the Center for Public Lands was recently awarded a grant from the National Forest Foundation (NFF) to research and develop expertise in innovative finance models to fund infrastructure and sustainability projects. The GOCO Fellow will play a role in launching this program and evaluating its effectiveness during the upcoming seasons.

The Fellow will be instrumental in identifying unrealized potential for collaboration and future topics to explore in the Learning Laboratory. During the tenure of the fellowship, STOR will identify local project needs, CPL will identify graduate students to address those needs, and the Fellow will coordinate the project work, ensuring it responds to the community-identified need and furthers outdoor stewardship and resource conservation goals. We anticipate 4-6 graduate students in Western's Master in Environmental Management (MEM) or MS in Ecology (MSE) programs will complete master's projects that offer technical assistance, research expertise, and strategic planning to county-identified priorities. Past projects have focused on summer recreation influences on ungulates in the Gunnison Basin, fire management interventions in the Gunnison National Forest, and an overnight permit process in the Maroon Bells-Snowmass Wilderness. The Fellow will thus be engaged in a range of local conservation issues, gaining exposure to different management approaches along with leadership experience. These projects will be strengthened by Fellow's role in coordinating stakeholders, accessing and distributing resources, and facilitating clear communications.

In addition, the Fellow will assist in administration of STOR by attending meetings and recording minutes. Through full participation in the STOR Committee, the Fellow will learn the inner workings of this grassroots planning model, and be prepared to spread it throughout the state in future work. During a September visit to Gunnison, Senator Hickenlooper expressed his belief that every Colorado mountain town should have a STOR Committee, and this Fellow will enact the Senator's vision as a voice for sharing its strengths and opportunities throughout the GOCO Fellows network and the state of Colorado. Another program highly watched around the state is the STOR Corps. To enact the vision of STOR, Gunnison County created a conservation corps dedicated to local on-the-ground stewardship. STOR Corps is supported by the National Forest Foundation, the Tourism and Prosperity Partnership (TAPP), and the GOCO Stewardship Impact Grant. A CPL student is currently researching ways to turn the STOR Corps into a statewide Forest Corps. As the Fellow will help to oversee and manage STOR Corps during the summer, the Fellow will also be ready to lead the state in establishing local recreation and conservation corps that respond to our most pressing stewardship needs.

To meet the objectives of the GOCO Fellowship, we will utilize Western Colorado University faculty and graduate students, STOR Committee members, and Gunnison County and agency staff to engage creative responses to land management challenges in association with recreation in the Gunnison Valley. Such work for the Fellow could include:

- Lead strategic planning for both organizations,
- Recruit donors and partners to the Gunnison Stewardship Fund and pursue development opportunities for the Center for Public Lands,
- Inventory, assess readiness for, and assist in preparing project applications for Great American Outdoors Act (GAOA) funding,
- Plan and recruit youth to work on local recreation and conservation projects.

In all aspects of this work, the Fellow's experience will encompass core GOCO values of resource conservation, outdoor stewardship and community vitality.

Hosting the GOCO Fellow aligns with CPL's mission to diversify the public lands workforce, train emerging professionals with cutting-edge skills, and engage diverse publics. STOR and CPL are in a period of growth and are seeking additional support as we launch new initiatives to face the challenge of growing recreational use in public lands. This region provides an ideal place for a young professional to learn about numerous conservation issues in a place that is eager to experiment with new approaches to challenging land management situations. Furthermore, the Fellow will be an integral part of sharing successful management strategies around the state, as well as providing Gunnison County with new concepts to incorporate into our Learning Laboratory.

Dr. Melanie Armstrong at the Center for Public Lands and Joe Lavorini at STOR will be the primary mentors of the Fellow. Dr. Armstrong directs CPL and is the interim dean of Western's Clark School of Environment and Sustainability. Her wide-ranging background includes work in communications, environmental history, and cultural geography, along with a 15-year career in land management with the National Park Service. Armstrong has nearly 20 years of classroom, field and remote teaching experience, and has been an innovator in creating Western's Master of Environmental Management curriculum that responds to program's vision for advanced place- and project-based learning. She has formally mentored 27 MEM students, empowering them to achieve individual career goals, complete projects that impact communities, and pursue intellectual and emotional growth through higher education. In addition, she has mentored two AmeriCorps VISTA members, taught workshops to prepare students for professional careers, supervised grants and conducted research on a range of environmental issues. Her commitment of time and energy to instructing students in and out of the classroom manifests her personal belief that education is socially transformative and vital to the creation of just societies.

Joe Lavorini is the Gunnison County Stewardship Coordinator at National Forest Foundation and facilitates the County's Sustainable Tourism and Outdoor Recreation Committee. Lavorini's strengths are in program development, community engagement, and conservation leadership. He has 15 years of environmental conservation experience beginning with standing up a non-profit organization focused on transitioning to a new energy economy in Colorado Springs. Lavorini then transitioned to public lands stewardship through his role with the Rocky Mountain Field Institute. Lavorini recently earned his Master of Environmental Management degree at Western Colorado University, where he created a jobs corps program modeled in-part on the Civilian Conservation Corps. He has supervised dozens of employees throughout his career and his leadership experience includes training from the Center for Creative Leadership.

We will provide the Fellow with office space and resources (i.e., computer, printer, software) to complete all job responsibilities. In addition, the Fellow will have numerous opportunities for professional development by participating in events at CPL and at Western, including the chance to sit in on classes in the MEM and MSE programs. Furthermore, the Fellow will be provided invaluable experiences to work with the STOR and CPL staff and be mentored by experts in the field of public lands management who have a variety of backgrounds and experiences.

PROJECT BUDGET

	Source of Funds	Date Secured	GOCO Funds	Applicant Funds	Partner Funds	Total Funding
CASH						
	GOCO Grant		\$150,000.00			\$150,000.00
	[Applicant]					\$0.00
	[Partner Source]					\$0.00
	[Partner Source]					\$0.00
IN-KIND						
	Gunnison County, STOR Committee			\$3,000.00		\$3,000.00
	Western Colorado University, Center for Public Lands	Oct-21			\$57,790.00	\$57,790.00
	[Partner Source]					\$0.00
TOTAL SOURCE OF FUNDS			\$150,000.00	\$3,000.00	\$57,790.00	\$210,790.00

CASH	Use of Cash Funds	# of Units	Cost Per Unit	GOCO Funds	Applicant Funds	Cumulative Partner Funds	Total Funding
Category							
<i>Gunnison County</i>	Fellow Salary (annual)	2.00	\$50,600.00	\$101,200.00			\$101,200.00
Category							
<i>Gunnison County</i>	Fellow Benefits (25% of salary)	2.00	\$12,650.00	\$25,300.00			\$25,300.00
Category							
<i>Gunnison County</i>	Professional Development (annual)	2.00	\$2,000.00	\$4,000.00			\$4,000.00
Category							
<i>Gunnison County/WCU</i>	Overhead (15% of total)	1.00	\$19,500.00	\$19,500.00			\$19,500.00
Category							
<i>vendor/service provider</i>							\$0.00
USE OF FUNDS - CASH SUBTOTAL				\$150,000.00	\$0.00	\$0.00	\$150,000.00

IN-KIND	Use of In-Kind Funds	# of Units (Hours)	Cost Per Unit	GOCO Funds	Applicant Funds	Cumulative Partner Funds	Total Funding
Category							
<i>Western Colorado University</i>	Fellow Oversight, CPL Director	80.00	\$40.00			\$3,200.00	\$3,200.00
Category							
<i>Western Colorado University</i>	Fellow Oversight, CPL Program Manager	200.00	\$25.00			\$5,000.00	\$5,000.00
Category							
<i>Gunnison County/NFF/STOR</i>	Fellow Oversight, Gunnison County Stewardship	120.00	\$25.00		\$3,000.00		\$3,000.00
Category							
<i>Gunnison County/WCU</i>	WCU Overhead (38% negotiated federal indirect rate)					\$49,590.00	\$49,590.00
USE OF FUNDS - IN-KIND SUBTOTAL					\$3,000.00	\$57,790.00	\$60,790.00

Contingency - up to 10% (not required, cannot be GOCO funds)	GOCO Funds	Applicant Funds	Cumulative Partner Funds	Total Funding
Contingency				\$0.00
USE OF FUNDS - CONTINGENCY SUBTOTAL		\$0.00	\$0.00	\$0.00

TOTAL PROJECT COST	\$150,000.00	\$3,000.00	\$57,790.00	\$210,790.00
Remember: the Total Project Cost row must equal the Total Source of Funds row				

MATCHING REQUIREMENTS	Required	Actual	Status
Overall Match (% based on total cost)	0	29	Pass
Overall Match (\$ based on total cost)	\$0.00	\$60,790.00	Pass

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Human Resources Director Employmen

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Mrs. Lauren Trautz has accepted the position of HR Director. Director's have employment agreements to clarify roles and benefits.

Fiscal Impact: \$139,231

Submitted by: Juan Guerra

Submitter's Email Address: jguerra@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 10/28/2021

County Attorney Review:

Required

Not Required

Comments:

CAO does not flag any legal limitations but there are ambiguities which could be addressed via amendment. (1) termination of at will employment is ambiguous because heading states by County Manager but section says Chief Financial Officer and (2) housing is ambiguous as far as timing and if not meant to be perpetual then clarification necessary. ESG

Reveiwed by: GUNCOUNTY1\egaebler

Discharge Date: 10/28/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/29/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 11/2/2021

GUNNISON COUNTY HUMAN RESOURCES DIRECTOR EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of October 2021, by and between the Board of County Commissioners of the County of Gunnison, Colorado (“County”) and Lauren Trautz (“Employee”).

1. Human Resources Director. The County agrees to employ Employee as the Human Resources Director, and Employee agrees to be employed as the Human Resources Director pursuant to the terms and conditions of this Agreement beginning on December 6, 2021.

2. Duties. Employee shall serve at the pleasure of the Chief Financial Officer, and under the direct supervision of the Chief Financial Officer or his or her designee who shall have full authority to oversee the work of the Employee and to make employment decisions, including identification of tasks, allocation of time, discipline and termination. An illustrative list of representative duties is attached as Attachment A to this Agreement.

3. Employee Handbook. Except as otherwise stipulated herein, the Gunnison County Employee Handbook (“Employee Handbook”) shall apply to Employee.

4. Term. This agreement shall remain in full force in effect from December 6, 2021 until terminated by the Employer or Employee as provided in Section 11, 12, or 13 of this agreement.

5. Employee Benefits. During the period of employment, Employee shall be eligible for those benefits afforded full-time permanent Administrative Personnel of Gunnison County.

a. Vacation. The Employee shall accrue vacation at 10 hours per month until such time as Employee would be eligible for increased accrual under Section 4-3 “Fringe Benefits” of the Employment Handbook.

b. Sick Leave. The Employee shall accrue sick leave of 8 hours per month of employment. If, and only if, there is a voluntary resignation by Employee, Employee shall receive payment for accumulated sick leave as identified in the Employee Handbook.

c. Executive Leave. 40 hours of Executive Leave will be added to the Employee’s Vacation leave balance each calendar year.

d. Cell Phone Reimbursement. Employee shall be eligible for a \$75.00 per month cell phone reimbursement.

e. Relocation Expenses. A reimbursement of up to \$8,000 will be provided to Employee to cover moving expenses.

f. Employee Housing. A County-owned townhome of Employee’s choosing in either Crested Butte or Gunnison will be available for rent to Employee.

6. Compensation. During the 2021 period of employment, the County agrees to pay

Employee for Employee's services a base salary of One-Hundred, Thirty-Nine Thousand, Two-Hundred and Thirty-One Dollars and no cents (\$139,231.00), which will increase to One-Hundred, Forty-Six Thousand, Five-Hundred and Forty-One Dollars and no cents (\$146,541) starting in January 2022. The parties specifically agree that for purposes of establishing Employee's compensation and any future adjustments to the same, the provisions of Section 3-5 "Classification System" of the Employee Handbook, and any subsequent amendments thereto, are applicable to Employee. To that end, Employee agrees that Employee's starting pay is based on a pay grade of 45, step 10.

7. Market Wage Adjustments. Employee shall receive the same market wage adjustments as those afforded other top salaried tier County employees.

8. Performance Evaluation. The Chief Financial Officer or his or her designee shall be responsible for reviewing and evaluating the performance of Employee annually.

9. Hours of Work. It is agreed by both parties that Employee is a professional hired to perform the duties specified and such other duties consistent with the job status, and that performance of these duties will at times require absence from the office, attendance at night meetings and work in excess of forty (40) hours per week. Employee shall not be eligible for wages greater than that identified in this Agreement regardless of the number of hours worked each week. To that end, Employee is free to organize Employee's work schedule in such a fashion as to accommodate Employee's workload, but shall normally be present during the County's business hours.

10. Employee's Responsibilities.

a. Exclusive Employment. Employee agrees to remain in the exclusive employ of the County throughout the period of Employment. The term "exclusive employ" shall not be construed to exclude occasional teaching or writing which is performed on Employee's time off and which does not adversely affect Employee's job performance.

b. Ethical Responsibilities. Employee shall at all times observe and comply with all ethical and professional standards and all other obligations imposed by constitution, statute or other provision of law and shall at all times conduct Employee's affairs in such a manner as to avoid a conflict of interest and in accordance with the duties and responsibilities outlined by the Chief Financial Officer. Employee shall at all times during the period of employment, other than as expressly allowed herein, devote Employee's time, attention, knowledge and skills solely to the interests of the County.

c. Status as Employee. It is the intention of County and the Employee that the Employee shall be a public employee and entitled to all of the protection and benefits of a public employee of Gunnison County pursuant to the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*

11. Termination of Employment by Chief Financial Officer.

a. Employment at Will. The employment relationship between Employee and the County is terminable at the will of the Chief Financial Officer at any time during the period of employment and nothing in this Agreement shall be interpreted or construed to

prevent, limit or otherwise interfere with the right of the Chief Financial Officer to terminate the employment relationship at any time for any reason.

b. Severance Pay. If the employment relationship is terminated by the Chief Financial Officer at any time during the period of employment and Employee is ready, willing and able to continue to perform the duties of Human Resources Director, the County shall provide Employee severance pay in the amount equal to three months base pay, plus benefits, at the rate of Employee's pay and benefits at the time of termination, or the rate of Employee's average base pay for the preceding twenty-four (24) month period, whichever is greater.

12. Termination by Resignation by Employee. During the period of employment, Employee may, at any time following sixty (60) days written notice to the County, resign from employment with the County and terminate this Agreement. If Employee resigns from employment with the County, severance pay provisions of this Agreement shall not apply.

13. Termination of Agreement for Disability of Employee. If Employee becomes permanently disabled or is prevented by accident, sickness, injury, or other mental or physical incapacity from performing the essential functions of the Human Resources Director position, and/or accommodation of the disability or incapacity would impose undue hardship on the County, the County may terminate the employment relationship, and provide severance pay to employee pursuant to Section 11b of this Agreement.

14. Entire Agreement. This Agreement constitutes the entire Agreement of the County and Employee and supersedes any and all negotiations relating to the subject matter hereof. It is expressly understood and agreed that in the event of any dispute between the County and Employee arising under this Agreement, Colorado law shall control to the extent that it is not superseded by any applicable federal law.

IN WITNESS WHEREOF, the County and Employee have executed this Agreement as of the day and date as first set forth above.

EMPLOYEE

Matthew Birnie, County Manager
For BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Lauren Trautz

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Award; Community Foundation of the Gunnison

Action Requested: County Manager Signature

Parties to the Agreement: CFGV and Gunnison County

Term Begins:

Term Ends:

Grant Contract #:

Summary:

signature needed

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: 10/28/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 10/28/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/29/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 11/2/2021



August 3, 2021

Kari Commerford
Gunnison County Juvenile Services
200 East Virginia Avenue
Gunnison, CO 81230

RE: Advancing Equity Award of \$30,000

Dear Kari,

I am very pleased to tell you that your Advancing Equity grant proposal has been funded. In order to receive your grant check, you will need to return a signed original of the enclosed Grant Contract to our office. Please keep the other copy for your files.

To foster a "learning community," we will convene you and the other grantees periodically over the next year to report activities, tell stories, and learn what has worked and what has not.

Please note that the grant funds must be used in accordance with the stated purpose in the Grant Contract and as outlined in the proposal. No substantial changes in the budget, purpose or grant period may be made without prior written approval from the Foundation. Any funds not used for the purposes described in your Grant Contract must revert to the Foundation after 12 months unless special arrangements are made in writing with the Foundation.

A condition of this grant is that you agree to submit a financial and narrative report by July 31, 2022, on the form provided by the Foundation; you also agree to provide interim reports at the Foundation's request. While a separate bank account for the grant is not required, it is necessary that expenditures of the grant funds be tracked and recorded to provide sufficient documentation that the funds were spent as presented in your application.

Any publicity given to this grant or the work it supports should acknowledge that funding was received from the Community Foundation of the Gunnison Valley. The Foundation may include information about this grant in periodic public reports, press releases, social media postings and on the Foundation's website. This includes the purpose of the grant, photographs you provide, your logo and other information about your organization and its activities.

Please attach copies of any pertinent publicity when you send us your report. We also request photographs of sufficient quality for reproduction in our publications (high resolution of at least 1 MB); please send appropriate photos via email to alicia@cfgv.org at any time during the grant year.

Thank you for your dedication to advancing conversations around equity in our community. We look forward to learning with you and the other grantees!

Warmest regards,

Lauren Kugler
Executive Director

COMMUNITY FOUNDATION OF THE GUNNISON VALLEY
Advancing Equity (aka Momentum) Grants
CONTRACT

LEAD/RESPONSIBLE ORGANIZATION: Gunnison County Juvenile Services

AMOUNT AND DURATION: \$ 30,000 over a 12-month period beginning August 1, 2021

PURPOSE: Coordinating the Offering of Spanish Courses for Various Gunnison Valley Agencies' Staff

1. Use of Grant Funds Grant funds may be **used only for the purpose(s) referenced above**. In compliance with Executive Order 13224 of the United States' Patriot Act, this grant will not be used to support named terrorist organizations or those who may be otherwise associated with terrorists. The Community Foundation of the Gunnison Valley acknowledges that "support" does not include non-violent activities intended to protect or promote constitutional rights. If monies are not expended by the Grantee for the purpose and in the time period named above, the Foundation may ask for their return.
2. Payment of Grant Funds The grant funds will be paid by the Foundation in one installment on or after August 1, 2021. The payment of funds is contingent on receipt of this executed contract.
3. Certification and Maintenance of Exempt Organization Status You certify that the lead organization has been determined by the Internal Revenue Service to be a tax-exempt organization under Section 501(c)(3) or 501(c)(6) of the Code, and "not a private foundation," within the meaning of Code Section 509(a), or in the absence of such a determination, that lead organization is a state or any political subdivision thereof within the meaning of Code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B) (referred to hereafter as a "Public Charity"), or have a fiscal sponsor. You will immediately inform the Foundation of any change in or challenge to your status as a Public Charity and any change in key leadership responsible for achieving the grant's purpose.
4. Reports You will submit a full and complete report to the Foundation on the use of the grant funds, compliance with the terms of the grant and the progress made toward achieving the goals of the grant by 5:00 pm on July 31, 2022, using the form provided to you. You also agree to provide interim reports as the Foundation requests during that time period.
5. Records You will maintain your books and records in such a manner that the expenditures of the grant funds will be shown separately in an easily-checked format and you give the Foundation reasonable access to files and records as it deems necessary concerning the grant. You agree to maintain such files and records for a period of at least four years after completion or termination of the project.
6. Acknowledgment of Support All websites, program materials, manuscripts, papers, releases, exhibits or interviews prepared for scientific meetings, the public or private press, magazines, periodicals, radio, television or other means of communication dealing with the activities or achievement of the work of the grant shall acknowledge the Foundation's support. The Foundation may review and approve the content of any proposed publicity prior to release.
7. Future Funding You acknowledge that the Foundation and its representatives have made no actual or implied promise of funding except for the amounts specified by this agreement. If any of the grant funds are returned or if the grant is rescinded, you acknowledge that the Foundation will have no further obligation to you in connection with this grant as a result of such return or rescission. However, the foregoing is not intended to prohibit the Foundation from providing you an additional grant at the termination of the grant described in this agreement upon the submission of a new proposal, if the Foundation in its sole discretion determines that an additional grant is appropriate.
8. Modification This agreement and the accompanying letter set forth all terms of the grant and replace all prior understandings and agreements. Any modification or amendment will be made only in writing signed by an authorized officer of your organization and of the Foundation.
9. Applicable Law This agreement will be construed in accordance with the laws of the State of Colorado.



Lauren Kugler, Executive Director, CFGV
Grantor

Legal or Authorized Official of Lead Applicant
Grantee

Title

Date

COMMUNITY FOUNDATION OF THE GUNNISON VALLEY
Advancing Equity (aka Momentum) Grants
CONTRACT

LEAD/RESPONSIBLE ORGANIZATION: Gunnison County Juvenile Services

AMOUNT AND DURATION: \$ 30,000 over a 12-month period beginning August 1, 2021

PURPOSE: Coordinating the Offering of Spanish Courses for Various Gunnison Valley Agencies' Staff

1. Use of Grant Funds Grant funds may be **used only for the purpose(s) referenced above**. In compliance with Executive Order 13224 of the United States' Patriot Act, this grant will not be used to support named terrorist organizations or those who may be otherwise associated with terrorists. The Community Foundation of the Gunnison Valley acknowledges that "support" does not include non-violent activities intended to protect or promote constitutional rights. If monies are not expended by the Grantee for the purpose and in the time period named above, the Foundation may ask for their return.
2. Payment of Grant Funds The grant funds will be paid by the Foundation in one installment on or after August 1, 2021. The payment of funds is contingent on receipt of this executed contract.
3. Certification and Maintenance of Exempt Organization Status You certify that the lead organization has been determined by the Internal Revenue Service to be a tax-exempt organization under Section 501(c)(3) or 501(c)(6) of the Code, and "not a private foundation," within the meaning of Code Section 509(a), or in the absence of such a determination, that lead organization is a state or any political subdivision thereof within the meaning of Code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B) (referred to hereafter as a "Public Charity"), or have a fiscal sponsor. You will immediately inform the Foundation of any change in or challenge to your status as a Public Charity and any change in key leadership responsible for achieving the grant's purpose.
4. Reports You will submit a full and complete report to the Foundation on the use of the grant funds, compliance with the terms of the grant and the progress made toward achieving the goals of the grant by 5:00 pm on July 31, 2022, using the form provided to you. You also agree to provide interim reports as the Foundation requests during that time period.
5. Records You will maintain your books and records in such a manner that the expenditures of the grant funds will be shown separately in an easily-checked format and you give the Foundation reasonable access to files and records as it deems necessary concerning the grant. You agree to maintain such files and records for a period of at least four years after completion or termination of the project.
6. Acknowledgment of Support All websites, program materials, manuscripts, papers, releases, exhibits or interviews prepared for scientific meetings, the public or private press, magazines, periodicals, radio, television or other means of communication dealing with the activities or achievement of the work of the grant shall acknowledge the Foundation's support. The Foundation may review and approve the content of any proposed publicity prior to release.
7. Future Funding You acknowledge that the Foundation and its representatives have made no actual or implied promise of funding except for the amounts specified by this agreement. If any of the grant funds are returned or if the grant is rescinded, you acknowledge that the Foundation will have no further obligation to you in connection with this grant as a result of such return or rescission. However, the foregoing is not intended to prohibit the Foundation from providing you an additional grant at the termination of the grant described in this agreement upon the submission of a new proposal, if the Foundation in its sole discretion determines that an additional grant is appropriate.
8. Modification This agreement and the accompanying letter set forth all terms of the grant and replace all prior understandings and agreements. Any modification or amendment will be made only in writing signed by an authorized officer of your organization and of the Foundation.
9. Applicable Law This agreement will be construed in accordance with the laws of the State of Colorado.



Lauren Kugler, Executive Director, CFGV
Grantor

Legal or Authorized Official of Lead Applicant
Grantee

Title

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager Signature; State

Action Requested: County Manager Signature

Parties to the Agreement: Colorado Department of Agriculture

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Colorado Department of Agriculture, Ag Events Grant.

Fiscal Impact: \$15,126.00

Submitted by: Melody Roper

Submitter's Email Address: mroper@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 10/25/2021

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by:

Discharge Date: 10/25/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/29/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 11/2/2021



STATE OF COLORADO

Department of Agriculture

ORDER		*****IMPORTANT*****				
Number:	POGG1,BAAA,202200002457	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.				
Date:	10/18/21	BILL TO				
Description:	Events Stimulus - SFY22 - Gunnison County Fairgrounds	ACCOUNTS PAYABLE AGRICULTURE 305 Interlocken Parkway Broomfield, CO 80021				
Effective Date:	10/18/21					
Expiration Date:	06/30/22					
BUYER		SHIP TO				
Buyer:		ADMINISTRATIVE SERVICES AGRICULTURE 305 Interlocken Parkway Broomfield, CO 80021				
Email:						
VENDOR		SHIPPING INSTRUCTIONS				
GUNNISON COUNTY 200 E VIRGINIA AVE GUNNISON, CO 81230-2248		Delivery/Install Date: - FOB:				
Contact:	Melody Roper					
Phone:	9706417624					
VENDOR INSTRUCTIONS						
EXTENDED DESCRIPTION						
Events Stimulus - SFY22 - Gunnison County Fairgrounds						
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	G1000		0	0.00	\$15,126.00	<input type="checkbox"/>
Description: Events Stimulus - SFY22 - Gunnison County Fairgrounds						
Events Stimulus - SFY22 - Gunnison County Fairgrounds						
Service From: 10/18/21			Service To: 06/30/22			
TERMS AND CONDITIONS						
https://www.colorado.gov/osc/purchase-order-terms-conditions						
DOCUMENT TOTAL = \$15,126.00						

STATEMENT OF WORK

I. Project Description / Objectives:

This project is undertaken in an attempt to provide financial relief and support to County Fairs and other Agricultural Events whose event activities were impacted in the calendar year 2020. The project will occur throughout the State by giving grants to County Fairs and other Agricultural Events that were adversely financially affected in Colorado due to the COVID-19 pandemic.

Through this financial assistance from the legislature, as part of a larger stimulus package, the intent of this grant is to reach communities and stimulate rural economies throughout Colorado. The focus on Agriculture Events and County Fairs will strengthen and advance Colorado agriculture by supporting and building the next generation of Agriculturalists and building agricultural resilience.

II. Definitions:

CDA, Department, or State	Colorado Department of Agriculture
Contractor	The entity receiving the grant funds
Quarter	A 3-month period of time: Q1: January – March Q2: April – June Q3: July – September Q4: October - December

III. Performance Activities:

1. The Contractor shall utilize awarded funds to support the specific event identified in the Contractor’s grant application. Support includes, but is not limited to: backfilling financial losses that resulted from the COVID-19 Pandemic, purchase of goods and/or services, or infrastructure support.
2. The Contractor shall meet the performance standards, requirements, and deliverables identified below.

IV. Performance Standards, Requirements and Deliverables:

1. The Contractor shall expend all awarded funds to support their Agriculture Event by June 30, 2022 and agree to provide proof of expenditure at the request of the Department.
2. Contractor shall provide additional information, including but not limited to Success Stories upon request of the Department, or no later than June 30, 2022.
 - a. Success Stories can include:
 - i. How the funds were used, what positive impacts were realized, etc.
 - ii. Jobs that were created or preserved.
 - iii. Photos of events.

V. Budget:

1. This Grant contains State funds, as reflected on the Small Dollar Grant Award cover sheet.
2. The Contractor's grant award is based, in whole or in part, upon a panel review of the Contractor's grant application.
3. The Contractor shall only expend funds as identified in their application.

VI. CDA Project Manager:

1. All communications, forms and supporting documentations shall be sent via email to the CDA Project Manager:

Jenifer Gurr, CDA Project Manager
Commissioner's Office
Colorado Department of Agriculture
305 Interlocken Parkway
Broomfield, Colorado 80021
303-869-9002
jenifer.gurr@state.co.us

VII. Grantee Acceptance:

To receive compensation under the Grant award, the Contractor must submit this signed SOW to the CDA Project Manager within 14 days of receipt of this notice. Electronic signatures are acceptable.

The Grantee hereby acknowledges and accepts this Small Dollar Grant Award as described in this Statement of Work and the Small Dollar Grant Award terms & conditions.

 _____ Signature	<u>Matthew Birnie</u> Printed Name
<u>Gunnison County Manager</u> Title	<u>10-25-2021</u> Date



STATE OF COLORADO

Department of Agriculture

ORDER				*****IMPORTANT*****			
Number:	POGG1,BAAA,202200002457			The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.			
Date:	10/18/21			BILL TO			
Description:	Events Stimulus - SFY22 - Gunnison County Fairgrounds			ACCOUNTS PAYABLE AGRICULTURE 305 Interlocken Parkway Broomfield, CO 80021			
Effective Date:	10/18/21			SHIP TO			
Expiration Date:	06/30/22			ADMINISTRATIVE SERVICES AGRICULTURE 305 Interlocken Parkway Broomfield, CO 80021			
BUYER				SHIPPING INSTRUCTIONS			
Buyer:				Delivery/Install Date: -			
Email:				FOB:			
VENDOR							
GUNNISON COUNTY 200 E VIRGINIA AVE GUNNISON, CO 81230-2248							
Contact:	Melody Roper						
Phone:	9706417624						
VENDOR INSTRUCTIONS							
EXTENDED DESCRIPTION							
Events Stimulus - SFY22 - Gunnison County Fairgrounds							
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.	
1	G1000		0	0.00	\$15,126.00	<input type="checkbox"/>	
Description: Events Stimulus - SFY22 - Gunnison County Fairgrounds							
Events Stimulus - SFY22 - Gunnison County Fairgrounds							
Service From: 10/18/21				Service To: 06/30/22			
TERMS AND CONDITIONS							
https://www.colorado.gov/osc/purchase-order-terms-conditions							
DOCUMENT TOTAL = \$15,126.00							

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Agreement between the Board of Count

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

MOU for monthly RN visits to Childcare center

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: 10/28/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 10/28/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/29/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 11/2/2021

MEMORANDUM OF AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF
GUNNISON, COLORADO
AND
TENDERFOOT CHILD & FAMILY DEVELOPMENT CENTER, INC.

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into this ____ day of January, 2021 by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County") and TENDERFOOT CHILD & FAMILY DEVELOPMENT CENTER, INC., a Colorado nonprofit corporation, whose address is 700 N. Colorado, Gunnison, CO 81230 ("Childcare Center").

A. RECITALS

Gunnison County, through its Department of Health and Human Services, desires to provide a childcare nurse consultant for the Childcare Center; and

The Childcare Center desires to engage Gunnison County to provide a child care nurse consultant, through its Department of Health and Human Services, according to this Agreement.

B. AGREEMENT

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants and obligations contained herein below, the parties understand and agree to the following:

1. TERM

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

2. SCOPE OF SERVICES.

Gunnison County shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and provide monthly one hour childcare nurse consultant services as more specifically set forth in Appendix "A" attached hereto and incorporated herein by reference ("Services").

3. STRATEGIC RESULT.

By approval of this Agreement the Gunnison County, through its Department of Health and Human Services, shall be working towards promoting optimal community and family health, safety and wellbeing.

4. COMPENSATION.

In exchange for Gunnison County's performance of the Services, during the Term of this Agreement, the Childcare Center shall pay Gunnison County Fifty and No/100 U.S. Dollars (\$50.00) for each monthly visit to carry out the Scope of Services attached hereto as Appendix "A".

Gunnison County shall submit a monthly invoice to the Childcare Center. Payments for compensation shall be made by the Childcare Center to Gunnison County within 30 days of receipt of an invoice.

5. INDEMNIFICATION.

A. The Childcare Center 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 the Childcare Center or its employees, sub-contractors or agents in connection with this Agreement.

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

6. 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: Matthew Birnie
Gunnison County Manager
200 E. Virginia Avenue
Gunnison, Colorado 81230

With an additional copy to: Joni Reynolds
Gunnison County Health & Human Service Director
220 N. Spruce
Gunnison, CO 81230

Childcare Center: Tenderfoot Child & Family Development Center, Inc.
700 N. Colorado
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.

7. 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.

8. 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.

9. GOVERNING LAW.

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

10. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

11. ENTIRE AGREEMENT.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Chairperson

ATTEST:

Deputy County Clerk

TENDERFOOT CHILD & FAMILY DEVELOPMENT CENTER, INC.,
a Colorado nonprofit corporation

By:  _____

APPENDIX "A"

SCOPE OF SERVICES

Services shall include the following:

- Direct observation of learning environments indoors and outdoors
- Observation of practices carried out by personnel (example: diapering, feeding, sanitizing, supervision)
- Provide staff trainings including Medication Administration and Standard Precautions
- Assist with problem solving and issue resolutions as they occur regarding health issues
- Review of health and safety written policies
- Review of parent consent forms pertaining to health and safety of children
- Review of daily medication record forms
- Review of health and safety regulatory records
- Assessment of safety hazards indoors and outdoors
- Review and assessment of child and personnel immunization certificates
- Review and assessment of child health exam forms and parent statements
- Review and assessment of employee, substitutes, and volunteers health exam or personal health statement forms
- Delegation of medication administration as per regulations
- Other assessment (specify)
- Phone consultation as needed. Medical concerns regarding a specific child should be directed to child's parents or health care provider.
- Document each visit in writing.

As required, the nurse consultant is a mandatory reporter and will notify licensing and/or child protective services if she/he observes a situation of suspected child endangerment, abuse, or neglect. The childcare director will also be notified if such a report is made.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2021 Emergency Management Performance Grant; \$75,0

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and State of Colorado DHSEM

Term Begins: January 1, 2021

Term Ends:

Grant Contract #: 21EM-22-22

Summary:

Annual EMPG contract, for 2021

Fiscal Impact: 50% match

Submitted by: scott morrill

Submitter's Email Address: smorrill@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 10/25/2021

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by:

Discharge Date: 10/22/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/29/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 11/2/2021



COLORADO

Division of Homeland Security & Emergency Management

Department of Public Safety
Office of Grants Management
8000 South Chester Street, Suite 575
Centennial, CO 80112

Scott Morrill
Emergency Manager
Gunnison County
200 E. Virginia Ave
Gunnison, CO 81230

July 9, 2021

Re: 2021 Emergency Management Performance Grant Program (EMPG) Award Letter - 21EM-22-22

Dear Mr. Morrill,

The Colorado Division of Homeland Security & Emergency Management (DHSEM) is pleased to inform you that your application for funding pursuant to the 2021 Emergency Management Performance Grant (EMPG) is approved in the amount of **\$75,000.00** (funding source: Federal Funds). Included with this Award Letter is an Acceptance Letter for signature, the Statement of Work (SOW), and terms and conditions to review for this grant award.

Please take note of the following requirements effective January 1, 2021. All supporting documentation will accompany Requests for Reimbursement (RFRs) for EMPG awards as outlined in the SOW under §7.1.3 and §7.1.4 and as described in the 2021 EMPG Master Guidance Document Final (page 7). Delays on reimbursements as a result of missing documentation will occur until documentation requirements are satisfied.

- 1) Certified time card for 100% EMPG funded staff or signed Job Description with proof of payment.
 - a) Print out from the accounting system (i.e. General Ledger)
 - b) Print out from the payroll system
- 2) All other backup documents will be required with proof of payment
 - a) Invoice
 - b) Print out from the accounting system (i.e. General Ledger)

The requirements for section 1. Above are found in the Federal Regulations under Title 2 Code of Federal Regulations (CFR) Part 200.430 *Compensation—personal services*. The following link is directly to the Federal Guidance section:

<https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-430.pdf>

The project funds awarded is based on the project description provided in the application and outlined in the table on the next page.



COLORADO
Department of Public Safety

700 Kipling Street, Lakewood, CO 80215 | www.colorado.gov/publicsafety

Jared Polis, Governor | Stan Hilkey, Executive Director

Project Activity/Line Item	Federal Share	Required Non-Federal Local Share	Total Project
EMPG Activities	\$75,000.00	\$75,000.00	\$150,000.00
Total Award Amount	\$75,000.00		

DHSEM will issue your grant award as a Small Dollar Grant Agreement (SDGA). The issuance of the SDGA functions like a 'purchase order' for RFRs in the State financial system, and **does not** require original signatures on a formal agreement from your approving authorities.

To issue the SDGA, DHSEM must receive the Letter of Acceptance signed by an Authorized Signatory (See attached) submitted electronically to Lynn Warner, cdps_dhsem_empg-admin@state.co.us, and confirm information on file for the following forms (included with this letter):

1. *Request for Taxpayer Identification Number and Certification (W-9)* form
2. *Electronic Funds Transfer (EFT)* form with appropriate bank letter or voided check

After receiving the above mentioned required form and confirming organizational information in W-9 and EFT documents on file at DHSEM, DHSEM will issue the completed SDGA and terms and conditions for your grant award to you. If the W-9 or EFT forms on file with DHSEM differ from those of your organization, new forms are required to be sent to DHSEM to update our financial system prior to issuing and completing the SDGA process.

The period of performance for the 2021 Emergency Management Performance Program (EMPG) SDGA is from **January 1, 2021 to December 31, 2021**. All requests for reimbursements must cover work completed, or expenditures claimed, within this period of performance. RFR and Progress Report submissions will continue to be submitted to your assigned Regional Field Service Manager.

For questions regarding your SDGA or the EMPG Program, please contact **Lynn Warner** at (303) 552-4545 or lynn.warner@state.co.us, or **Esther Son** at (303) 947-7701 or esther.son@state.co.us.

Please feel free to contact me at (303) 239-4183 or Larisa.Cannon@state.co.us if you have further questions on the award agreement process or agreement documents. Thank you for your assistance in managing this grant award.

Sincerely,



Larisa Cannon
 Grants and Agreements Manager
 Colorado Department of Public Safety
 Division of Homeland Security and Emergency Management

Attachments: Letter of Acceptance
 W-9 Form
 EFT Form

Commented [LC1]: I would prefer that we have the submissions going into the shared email. What if you are suddenly ill or have to leave town for some reason? I would have to gain access to your email just to keep the process moving.
 Let's consider the EMPG email for submissions?



700 Kipling Street, Lakewood, CO 80215 | www.colorado.gov/publicsafety

Jared Polis, Governor | Stan Hilkey, Executive Director



Letter of Acceptance

July 9, 2021

Encumbrance Number: 21EM-22-22
 Subrecipient Name: Gunnison County
 Grant Name: 2021 EMPG

This letter serves as notification and acceptance of the Small Dollar Grant Agreement (SDGA) for 2021 EMPG in the amount of \$ 75,000.00 (Federal funds) issued by the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management (CDPS/DHSEM).

By signing below, the agency, in accordance with acceptance, acknowledges the receipt, review and concurrence of the provided terms and conditions, scope of work, and any additional requirements identified. Additionally, the following required documents on file at DHSEM are confirmed as accurate and up-to-date, or updated documents are included with this Letter of Acceptance for issuance of the award through the State financial system:

1. Current *Request for Taxpayer Identification Number and Certification (W-9)* form
2. Current *Electronic Funds Transfer (EFT)* form with appropriate bank letter or voided check

By signing and returning this letter, the undersigned holds authority to enter into, and understands and accepts all the terms and conditions outlined for the Small Dollar Grant Agreement referenced above.

By (Printed Name): _____

Title: _____

 *Signature

Date: _____



State Agency Department of Public Safety	Grant Maximum Amount \$ 75,000.00
Grantee Board of County Commissioners of Gunnison County	Grant Issuance Date January 1, 2021
Small Dollar Grant Agreement: Encumbrance #: 21EM-22-22 Subrecipient DUNS#: 133115220 Federal Award Identification # (FAIN): EMD-2021-EP-00004 Federal Award Date: June 4, 2021 Name of Federal Awarding Agency: DHS FEMA CFDA 97.042 Emergency Management Performance Grant Identification if the Award is for R&D: No	Grant Expiration Date December 31, 2021
	Fund Expenditure End Date December 31, 2021
	Grant Authority Federal Authority to enter into this Grant exists in the Homeland Security Act of 2002 through CFDA 97.042. State Authority to enter this Grant exists in CRS §24-33.5-1604.4.

STATEMENT OF WORK

1. GENERAL DESCRIPTION OF THE PROJECT(S).

1.1 Project Description. Work Plan – Grantee will carry-out and work diligently to complete the tasks in their approved annual work plan. These tasks are listed by Emergency Management Function in the work plan document and are part of the Annual EMPG/LEMS Program Application along with the Staffing Plan, Program Budget and other required forms. Subrecipient will execute and complete the projects as specified and outlined in their approved 2021 application.

1.2 Project Expenses. Eligible project expenses for the EMPG grant award for reimbursement are allowable by Federal authority beginning on the Grant Issuance Date and ending on the Grant Expiration Date outlined in the table above.

Project expenses include costs for salaries and benefits for Grantee’s emergency manager and emergency management staff, travel, emergency management office operating costs, and the costs associated with emergency management exercises, training, and planning activities. Eligible project expenses are reimbursed upon submission and approval of the quarterly request for reimbursement form and supporting documentation. The maximum reimbursement will not exceed 50% of project expenses. No more than 5% of this Grant may be used for Management and Administration (M&A) costs. Note: salaries of local emergency managers are not typically categorized as M&A, unless the local Emergency Management Agency (EMA) chooses to assign personnel to specific M&A activities. Additional specific eligible and ineligible cost information is listed in the FY 2021 EMGP Notice of Funding Opportunity found online at <http://www.fema.gov/grants>. All eligible expenses are listed in the budget agreement amount table in §8 of this Statement of Work (SOW).

1.3 Non-Federal Match: This non-federal match section applies to this Grant. This Grant requires a non-federal match contribution of 50 % of the total Grant budget. Documentation of expenditures for the non-federal match contribution is required with each reimbursement request. If applicable the match may include in-kind match.

2. DELIVERABLES:

2.1 Grantee shall submit narrative and financial reports describing project progress and accomplishments, any delays in meeting the objectives and expenditures to date as described in §3 of this SOW.

3. REPORTING REQUIREMENTS:

3.1 Quarterly Financial Status and Progress Reports. The project(s) approved in this Grant are to be

completed on or before the termination date stated in the Award Letter and in the opening table of this SOW. Grantee shall submit quarterly financial status and programmatic progress reports for each project identified in this agreement using the forms provided by the Colorado Division of Homeland Security and Emergency Management (DHSEM) throughout the life of the grant. One copy of each required report with original or electronic signatures shall be submitted in accordance with the 2021 EMPG Master Guidance Document signed September 15, 2020, due to the assigned DHSEM Regional Field Manager (RFM) following the schedule below: *(The order of the reporting period quarters below are irrelevant to the grant. If the grant is open during the “report period” reports for that period are due on the dates listed. If the grant is for more than one year, reports are due for every quarter that the grant remains open.)*

Report Period	Due Date
January –March	April 10
April – June	July 10
July – September	October 10
October – December	January 10

3.2 Final Reports: Grantee shall submit final financial status and progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within **45 days** of the end of the project/grant period. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds. The final reports may substitute for the quarterly reports for the final quarter of the grant period. If all projects are completed before the end of the grant period, the final report may be submitted at any time before its final due date. Further reports are not due after the DHSEM has received, and sent notice of acceptance of the final grant report.

4. TESTING AND ACCEPTANCE CRITERIA:

The DHSEM shall evaluate this Project(s) through the review of Grantee submitted financial and progress reports. The DHSEM may also conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management and other requirements of this grant. The DHSEM will notify Grantee in advance of such on-site monitoring.

5. PAYMENT:

5.1 Payment Schedule: Grantee shall submit requests for reimbursement using the DHSEM’s provided form on or before the 30th of the month following the close of the quarter. One original or electronically signed/submitted copy of the reimbursement request is due to the DHSEM RFM **30 days** following the end of each quarter. All requests shall be for eligible actual expenses incurred by Grantee, as described in detail in the budget table(s) of §8 of this SOW. Requests shall be accompanied by supporting documentation as outlined in §7.1.3 and §7.1.4 of this SOW totaling at least the amount requested for reimbursement and any required non-federal match contribution. If any financial or progress reports are delinquent at the time of a payment request, the DHSEM may withhold such reimbursement until the required reports have been submitted.

5.2 Payment Amount: If non-federal match is required, such match shall be documented with every payment request. Excess match documented and submitted with one reimbursement request shall be applied to subsequent requests as necessary to maximize the allowable reimbursement.

5.3 Remittance Address. If mailed, payments shall be sent to the following representative:

Gunnison County

200 E. Virginia Ave

Gunnison, CO 81230

6. PRINCIPAL REPRESENTATIVES:

For the State:

Larisa Cannon, Grants & Agreements Manager
Department of Public Safety,
Division of Homeland Security & Emergency
Management
8000 S. Chester Street, Suite 575
Centennial, CO 80112
Larisa.Cannon@state.co.us

For Grantee:

Scott Morrill, Emergency Manager
Gunnison County

200 E. Virginia Ave
Gunnison, CO 81230
smorrill@gunnisoncounty.org

7. ADMINISTRATIVE REQUIREMENTS

Required Documentation: In accordance with the Office of Management and Budget (OMB) regulations, Title 2 Code of Federal Regulations (CFR), Subpart D, Part 200.334 *Retention requirements for records*: Grantees shall retain all procurement, payment, and award documentation on site for inspection for three years after the Federal Award is closed by the DHSEM. The DHSEM anticipates the minimum retention date for the EMPG grant program at **December 29, 2026**, or thereafter, and is subject to change.

Records retained shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, time and effort reports, grant award documents, letters from DHSEM, and requests for reimbursement forms.

7.1 Sufficient detail shall be provided with reimbursement requests to demonstrate that expenses are allowable and appropriate as detailed below:

7.1.1 Equipment or tangible goods. When requesting reimbursement for equipment items with a purchase price of or exceeding \$5,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee's invoice and proof of payment. The unique identifying number can be the manufacturer's serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that equipment items with per unit cost of \$5,000 or more are prominently marked in a manner similar to the following: Purchased with funds provided by the U.S. Department of Homeland Security.

7.1.2 Services. Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided and the nature of the services.

7.1.3 Detailed backup documentation for salaries and benefits. In accordance with the Office of Management and Budget (OMB) regulations, Title 2 Code of Federal Regulations (CFR) Part 200.430 *Compensation—personal services*. Certified time cards for 100% EMPG funded staff, or signed Job Descriptions, with proof of payment must accompany requests for reimbursement (RFRs) under this award. For further reference, please visit:

<https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-430.pdf>.

7.1.4 Supporting documentation for all expenses requested for reimbursement. Grantee shall ensure all proper supporting documentation is provided to validate expenses requested for reimbursement. Delays on reimbursements as a result of missing documentation will occur until documentation requirements are satisfied. The DHSEM reserves the right to request additional documentation and information as needed and necessary for processing requests. Supporting documentation should include, but is not limited to:

7.1.4.1 Invoices, receipts, approved travel reimbursement forms, or forms showing prior

approval obtained for specified expenses, attendance forms, after action reports/process improvement plans, etc., **and**

7.1.4.2 Proof of payment for all expenses requested for reimbursement, such as credit card statements; general ledgers which show payee name, date paid, check numbers (if applicable), transaction number, and amount; cancelled check copies; bank statements; printed receipts showing payment method used; etc. All proof of payment documents containing sensitive information should be redacted if not applicable to the expenses being supported. The DHSEM maintains sensitive documents on secured servers to protect information.

7.2 Procurement: A Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantees should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source or other procurement issues. In addition:

7.2.1 Any sole source transaction in excess of \$100,000 shall be approved in advance by the DHSEM.

7.2.2 Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.

7.2.3 Grantee shall verify that the Contractor is not debarred from participation in state and federal programs. Grantees must review contractor debarment information on <http://www.sam.gov>.

7.2.4 When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subgrantees shall use the phrase -“*This project was supported by grant #21EM-22-22, issued by the Colorado Division of Homeland Security and Emergency Management.*”

7.2.5 Grantee shall verify that all purchases are listed in **§1 or §7** of this SOW. Equipment purchases, if any, shall be for items listed in the Approved Equipment List (A.E.L) for the grant period at <https://www.fema.gov/authorized-equipment-list>. Additionally, funds used to support emergency communications activities should comply with the FY 2021 SAFECOM Guidance for Emergency Communication Grants, at

https://www.cisa.gov/sites/default/files/publications/FY%202021%20SAFECOM%20Guidance_Final_508.pdf

7.2.6 Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of \$10,000 or more, are assigned without the prior written consent of the DHSEM.

7.2.7 Grantee shall ensure that all funds are needed to supplement and not to supplant the Grantee’s own funds.

7.3 Additional Administrative Requirements:

7.3.1 The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by the DHSEM.

7.3.2 All applicant agencies that will or have purchased resources with grant funds provided through

DHSEM, must agree to participate in the State Emergency Management Resource program through the Colorado Resource Rate Form (CRRF) and update their availability status as requested.

7.3.3 All funding related to exercises must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) and must be National Incident Management System (NIMS) compliant. Regardless of exercise type or scope, After Action Reports/Improvement Plans are due to both the Service Area Manager **and** the State Training and Exercise Program Manager within 45 days of the exercise.

8. BUDGET AGREEMENT AMOUNT TABLE:

Project Activity/Line Item	Federal Share	Required Non-Federal Local Share	Total Project
EMPG Activities	\$75,000.00	\$75,000.00	\$ 150,000.00
Total Award Amount	\$75,000.00		

State of Colorado Small Dollar Grant Award Terms and Conditions

1. Offer/Acceptance. This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.

2. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** the Small dollar Grant Award document; **(2)** these terms and conditions (including, if applicable, Addendum 1 below); and **(3)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.

3. Changes. Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.

4. Definitions. The following terms shall be construed and interpreted as follows: **(a) "Award"** means an award by a Recipient to a Subrecipient; **(b) "Budget"** means the budget for the Work described in this Agreement; **(c) "Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(d) "UCC"** means the Uniform Commercial Code in CRS Title 4; **(e) "Effective Date"** means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f) "Federal Award"** means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; **(g) "Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient; **(h) "Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i) "Matching Funds"** mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j) "Recipient"** means the State agency identified on the face of the Small Dollar Grant Award; **(k) "Subcontractor"** means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l) "Subrecipient"** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m) "Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and **(n) "Work"** means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. Delivery. Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.

6. Rights to Materials. *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.

7. Grantee Records. Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, et seq. Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Reporting. If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee

shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Agreement.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

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

14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are **(a)** reasonable and necessary to accomplish the Work, and **(b)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

17. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

18. Subcontracts. Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

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

20. Survival of Certain Agreement Terms. Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

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

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

23. Indemnification. [Not Applicable to Inter-governmental agreements] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: **(a)** workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, **(b)** Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and **(c)** Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§28**.

30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

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

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

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

34. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental agreements] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

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

36. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall **(a)** not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, **(b)** notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, **(c)** terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and **(d)** comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

ADDENDUM 1:

Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: **(a) "CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; **(b) "Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 et seq.; **(c) "PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; **(d) "PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; **(e) "PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; **(f) "State Confidential Information"** means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, **(g) "State Fiscal Rules"** means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); **(h) "State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; **(i) "State Records"** means any and all State data, information, and records, regardless of physical form; **(j) "Tax Information"** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k) "Work Product"** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

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

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 et seq.

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

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies. Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant Award Letter to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Federal Provisions shall control.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. “Agreement” means the Grant Award Letter to which these Federal Provisions are attached and includes all Award types in §2.1.2.1 of this Exhibit.
 - 2.1.2. “Award” means an award of Federal financial assistance, and the agreement setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2.1. Awards may be in the form of:
 - 2.1.2.1.1. Grants;
 - 2.1.2.1.2. Contracts;
 - 2.1.2.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
 - 2.1.2.1.4. Loans;
 - 2.1.2.1.5. Loan Guarantees;
 - 2.1.2.1.6. Subsidies;
 - 2.1.2.1.7. Insurance;
 - 2.1.2.1.8. Food commodities;
 - 2.1.2.1.9. Direct appropriations;
 - 2.1.2.1.10. Assessed and voluntary contributions; and
 - 2.1.2.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
 - 2.1.2.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
 - 2.1.2.2. Award *does not* include:
 - 2.1.2.2.1. Technical assistance, which provides services in lieu of money;
 - 2.1.2.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

- 2.1.2.2.3. Any award classified for security purposes; or
- 2.1.2.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.3. “Contractor” means the party or parties to an Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
 - 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 2.1.5.2. A foreign public entity;
 - 2.1.5.3. A domestic or foreign non-profit organization;
 - 2.1.5.4. A domestic or foreign for-profit organization; and
 - 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.12. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal

funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

- 2.1.14. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.15. “Federal Provisions” means these Federal Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
 - 2.1.17.1. Salary and bonus;
 - 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.18. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

- 2.1.20. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

3. COMPLIANCE.

- 3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

- 4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s information.

5. TOTAL COMPENSATION.

- 5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
- 5.1.2. In the preceding fiscal year, Contractor received:
- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act.

No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Agreement price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Agreement and shall become part of Contractor's obligations under this Agreement.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.
 - 8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
 - 8.1.1.1. Subrecipient DUNS Number;
 - 8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient Parent DUNS Number;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
 - 8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Agreement, the following data elements:
 - 8.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 9.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
 - 11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
 - 11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

- 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

12. CONTRACT PROVISIONS FOR SUBRECEPIENT CONTRACTS

- 12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.

- 12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

- 12.1.1.1. During the performance of this contract, the contractor agrees as follows:

- 12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- 12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24,

1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”
- 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include

- a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 12.1.3. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Agreement and the State of Colorado may terminate the Agreement upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Agreement, at law or in equity.



COLORADO

Division of Homeland Security & Emergency Management

Department of Public Safety

The FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) requires the Division of Homeland Security and Emergency Management (DHSEM) to collect the following information for each EMPG sub-award of \$25,000.00 or more. This information is required by the Office of Management and Budget (OMB) and must be submitted by DHSEM into the SUB-AWARD REPORTING SYSTEM (FSRS).

Unless otherwise indicated, all fields must be completed in order to be an eligible sub-grant recipient.

Information Field	Field Description	Response
Agency or Jurisdiction DUNS #	DUNS number assigned to your jurisdiction or specifically to your agency	133115220
Parent Organization DUNS number, if applicable	If the Jurisdiction has a DUNS number and the Agency has one as well, insert the Jurisdiction's DUNS here.	
Name of Entity Receiving Award	Jurisdiction or Agency Name to which the DUNS number is assigned	Gunnison County, Colorado
Location of Entity Receiving Award	Full Street Address of the Recipient Agency	200 E. Virginia Av Gunnison, CO 81230
Primary Location of Performance of the Award	Include City, State, Zip Code (must provide 9 digits) and Congressional District	200 E. Virginia Av Gunnison, CO 81230-2248 3 rd Congressional District

The Information below is required if **all** the following three conditions are met, otherwise enter "Not Required" in row 1:

1. In the preceding fiscal year, 80% or more of the entity annual gross revenues are from the Federal government; and
2. Those revenues are greater than \$25M annually; and
3. Compensation information is not already available through reporting to the IRS or SEC

Names and Total Compensation of the Five (5) most highly compensated officers

1. Not Required
2.
3.
4.
5.

Signature: Jody Wise Date: 12/9/20
 Agency's Authorized Representative (usually the Grant Administrator or Program Manager or Coordinator)

By signing above, I certify that the information contained in this FFATA data report is complete and accurate to the best of my knowledge.

**EFT DIRECT DEPOSIT
AUTHORIZATION FORM**



COLORADO
Office of the State Controller
Department of Personnel
& Administration

SECTION I (DEPARTMENT USE) - PAYOR, STATE INFORMATION

STATE DEPARTMENT Colorado Department of Public Safety VCUST# _____
MAILING ADDRESS 700 Kipling Street ADDRESS ID _____
CITY, STATE, ZIP Lakewood, CO 80215 VERIFIED BY _____
DEPARTMENT CONTACT Izza Sakkinny
EMAIL izza.sakkinny@state.co.us PHONE (303) 239-4110

SECTION II - PAYEE, VENDOR INFORMATION

VENDOR NAME Gunnison County
D/B/A (DOING BUSINESS AS, OPTIONAL) _____
MAILING ADDRESS 200 E Virginia Ave
CITY, STATE, ZIP Gunnison, Co 81230
EMAIL (FOR REMITTANCE ADVICE) kweak@gunnisoncounty.org PHONE (970) 641-7664

SECTION III - DEPOSITORY FINANCIAL INSTITUTION AND ACCOUNT INFORMATION

INCLUDE A VOIDED CHECK (NOT A TEMPORARY CHECK OR DEPOSIT SLIP) OR SIGNED
BANK LETTER THAT INCLUDES ALL INFORMATION REQUESTED IN THIS SECTION
BANK NAME Wells Fargo Bank NA BRANCH ADDRESS 909 N Main Gunnison, CO 81230
ROUTING NUMBER 1 0 2 0 0 0 0 7 6 ACCOUNT NUMBER 7938639411
ACCOUNT TYPE **CHECKING** **SAVINGS** FOR FURTHER CREDIT (OPTIONAL) _____
PAYEE TAXPAYER ID (SSN/EIN) 8 4 6 0 0 0 7 7 0
SHOULD ALL PAYMENTS TO THIS TAXPAYER ID USE THIS BANK ACCOUNT? **YES** **NO**
IF NO, PLEASE EXPLAIN _____

SECTION IV - AUTHORIZATION FOR DIRECT DEPOSIT SET UP, CHANGE, OR CANCEL

SET UP **CHANGE** **CANCEL** FOR CHANGES ONLY, PLEASE PROVIDE EXISTING ROUTING & ACCOUNT NUMBER
ROUTING NUMBER _____ EXISTING ACCOUNT NUMBER _____

I certify that I have the authority to execute this authorization. I hereby authorize the State of Colorado to initiate, change, or cancel EFT credit entries (deposits) and if necessary to reverse any incorrect EFT payments made in error to the bank account indicated above. In the event a reversal cannot be implemented, I understand the State will utilize any other lawful means to recover the deposited funds to which the payee was not entitled. This authorization is to remain in full force until the State has received written notification of cancellation in such time as to afford a reasonable opportunity to act on it.

PRINTED NAME Debbie Dunbar TITLE Gunnison County Treasurer
SIGNATURE DATE 12/09/2020

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Commercial Lease Agreement; Eduardo Sanchez d/b/a

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Eduardo Sanchez dba Sanchez Painting LLC

Term Begins: 07/01/2021

Term Ends:

Grant Contract #:

Summary:

Agreement to lease a portion of a building owned by the Airport to Sanchez Painting for the purpose of professional painting services, store front, and storage.

Fiscal Impact: Rent: \$7,500 annually (\$625.00 each month)

Submitted by: Stephanie Williams

Submitter's Email Address: swilliams@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 10/28/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and is on CAO-created template. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 10/28/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/29/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 11/2/2021

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is dated as of this ____ day of _____, 2021 (the "Effective Date") by and between the **BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO**, a body corporate and politic, on behalf of the **GUNNISON-CRESTED BUTTE REGIONAL AIRPORT** (the "County") and **EDUARDO SANCHEZ d/b/a SANCHEZ PAINTING LLC** (the "Tenant").

RECITALS

- A. The County is the owner and operator of the Gunnison-Crested Butte Regional Airport (the "Airport") and the County owns the real property located in the City of Gunnison, Gunnison County, Colorado as more particularly described in Exhibit A, commonly known as 711 S. 10th Street and 725 S. 10th Street, Units A, A-1, B, C and D, Gunnison, CO 81230 (the "Building").
- B. The Building is located within an area directly adjacent to the Airport, sometimes referred to as a land-side property, and the County desires to lease a portion of the Building as more particularly described in Exhibit B, also known as 711 S. 10th Street, Unit C, Gunnison, CO 81230 (the "Leased Premises") to the Tenant.
- C. The Tenant desires to lease the Leased Premises from the County for the purpose of professional painting services, store front and storage and in accordance with the terms and provisions of the Lease and any applicable Airport regulations and the County desires to lease the Leased Premises to the Tenant.

AGREEMENT

For and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Tenant agree as follows:

ARTICLE I. THE LEASED PREMISES

Section 1.01 The Leased Premises. The County leases to the Tenant and the Tenant leases from County, upon the terms and provisions of this Lease and subject to the provisions of the applicable Airport regulations, including but not limited to Federal Aviation Regulations Part 77, exclusive use of the Leased Premises as shown on Exhibit B. The Tenant shall have non-exclusive access to shared parking directly in front of the Building fronting Railroad Ave. and behind the Building, off the alley between S. 9th St. and S. 10th St., all designated as common space equally shared by all tenants of the Building as shown on Exhibit B. **In no event shall any parking be permitted along either side of S. 10th Street along the side of the Building or against any of the Airport's runway fencing.** For purposes of clarity, this Lease does not permit the Tenant to use any portion of the Airport facility or property. Tenant, any of its employees, agents, guests, licensees or invitees must abide by all posted Airport signage and regulations.

Section 1.02 Fixtures, Furniture and Equipment. As part of the Leased Premises, County includes fixtures, furniture and equipment as described in Exhibit C. Subject to prior written approval by the County, Tenant may purchase and install additional fixtures, furniture and equipment within the Leased Premises that it has exclusive use of. Any such purchase and installation shall be at the Tenant's own expense. The County and Tenant shall jointly verify the existing fixtures, furniture and equipment in Exhibit C as well as catalog any Tenant-provided fixtures, furniture and equipment.

Section 1.03 Condition of Leased Premises. The Tenant has had an opportunity to inspect the Leased Premises and acknowledges that it is fit for Tenant's use and enjoyment. The taking of possession of the Leased Premises shall be deemed an acceptance of the same by the Tenant in its "AS IS" condition without any obligation whatsoever on the part of the County to repair, remodel, reconstruct or modify the Leased Premises for the Tenant. The Tenant has had an opportunity to inspect and measure the Leased Premises and acknowledges that the approximate square footage of the Leased Premises is **one thousand two hundred (1,200)** square feet.

Section 1.04 Permitted Use. The Tenant shall use the Leased Premises solely for the purpose(s) described above at D of the Recitals, as approved by the County and other related business purposes. No other use shall be permitted without the County's prior written consent.

Section 1.05 No Hazardous Use, Nuisance or Waste Permitted on Leased Premises. The Tenant shall not use or permit the Leased Premises to be used for any business or purpose deemed by the County to be hazardous, or in any manner as to constitute a violation of any federal, state, county, and local laws, rules, regulations, requirements or orders of any lawful governmental or public authority relating to the Leased Premises. Tenant covenants and agrees at its sole cost and expense to fully and promptly comply with all such laws, regulations, ordinances and every order or regulation enacted by such authorities, including but not limited to, the United States, the County of Gunnison, the State of Colorado and the Federal Aviation Administration. The Tenant agrees that it shall not permit any noxious or offensive activity on the Leased Premises or allow any nuisance to exist on the Leased Premises which may cause disturbance to other tenants of the Building or to others on adjacent or nearby property. Further, the Tenant agrees that nothing shall be done or kept on the Leased Premises which might impair the value of the Leased Premises or which would constitute waste.

Section 1.06 No Smoking, Vaping and E-Cigarettes. Smoking, vaping and the use of e-cigarettes is not permitted on the Leased Premises, in the Building or in any County building. The Tenant may, at the Tenant's discretion, permit its employees and invitees to smoke, vape or use e-cigarettes outside of the Leased Premises and Building; provided, however, that such activities must occur at a distance of at least twenty-five (25) feet from any entrance. Smoking, vaping and e-cigarette use is not permitted in any location where prohibited by law or regulations governing the Airport. The Tenant shall remove all smoking, vaping and e-cigarette debris (including wrappers, butts and matches) from the Leased Premises and Building at least twice per week. If this task is not performed to the satisfaction of the County, the County may

remove such debris and charge the cost of removal, plus an administrative fee of 50% of such cost, to the Tenant.

ARTICLE II. TERM

Section 2.01 Term. The term of this Lease shall be a period of one (1) year (the "Term"), commencing on **July 1, 2021** (the "Commencement Date") and ending on **June 30, 2022** unless terminated earlier in accordance with the terms of this Lease.

Section 2.02 Option to Extend. Upon expiration of the Term and provided that the Tenant is not in default of its obligations under this Lease, the Tenant may request an extension of this Lease for additional one (1) year periods (each an "Extended Term"), upon the same terms and conditions, but any such grant of an Extended Term shall solely be at the County's discretion. The Tenant shall make any such request for an Extended Term by providing written notice to the County no later than sixty (60) days prior to the expiration of the Term or Extended Term and no earlier than six (6) months prior to the expiration of the Term or Extended Term. Rent, for each Extended Term, if granted, shall be adjusted as set forth in this Lease.

ARTICLE III. RENT

Section 3.01 Rent. The Tenant shall make annual rental payments (the "Annual Rent") for the Premises of **seven thousand and five hundred and 00/100 U.S. Dollars (\$7,500.00)** payable in monthly installments in advance on the first day of each month of **six hundred and twenty-five and 00/100 U.S. Dollars (\$625.00)**. The Tenant shall pay as "Additional Rent" all other payments of whatever nature that Tenant has agreed to pay or assume under this Lease, Annual Rent and Additional Rent may be referred to collectively as "Rent." The payment of Rent shall begin on the Commencement Date, without demand in accordance to the amounts set forth in the table below.

Section 3.02 Extended Term Increased Annual Rent. Effective for any Extended Term, the Annual Rent shall be adjusted by the greater of either (1) the CPI Adjustment as described below, or (2) a flat three percent (3%) increase in the Annual Rent. The "CPI Adjustment" shall be calculated using the Bureau of Labor Statistics (BLS) CPI inflation calculator using the monthly installment of Annual Rent for the January of the expiring Term or Extended Term compared to the January of the year in which the Extended Term shall begin.

Section 3.03 Security Deposit. The Tenant has previously paid, and the County continues to hold a security deposit in the amount of **six hundred and twenty-five and 00/100 U.S. Dollars (\$625.00)**. This security deposit will be held by the County to ensure the Tenant's faithful performance of all of the terms, conditions and covenants of this Lease. The County may apply the security deposit to cure any default. The Tenant may not apply the security deposit to the payment of Annual Rent or for the performance of other obligations. The County will refund the security deposit within 30 days after termination of the Lease, less any deductions for past due amounts or damage to the Leased Premises.

Section 3.04 Manner of Payment. All amounts due under this Lease shall be paid on the first of each month during the Term or any Extended Term and paid to the County at

Gunnison County Finance
200 E. Virginia Ave.
Gunnison, CO 81230
Attn: Juan Guerra, Interim Finance Director

or at such place as County designates by proper notice as provided in Section 18.12. All checks shall be subject to collection and the Tenant shall pay all bank charges incurred by the County as a result of dishonor. Any Rent or fees not received by the County within five (5) days of the applicable date due shall incur a late fee of ten and 00/100 U.S. Dollars (\$10.00) per day until paid. The County shall apply all payments received first to past due amounts and second to current Rent and fees.

Section 3.05 Proration. If the Term or Extended Term commences on a day other than the first calendar day of a month, then Tenant shall pay to County a prorated monthly installment of Annual Rent, calculated using the number of days that exist prior to the first day of the succeeding month, with a similar adjustment being made at the termination of the Lease.

ARTICLE IV. MAINTENANCE; UTILITIES; INSEPCCTIONS

Section 4.01 Tenant Maintenance Obligations. Throughout the duration of the Lease, all repairs or maintenance to the Leased Premises shall be the obligation of the Tenant. The Tenant agrees to: (1) maintain the Leased Premises and all improvements, fixtures, furnishings and equipment in good working order and repair; (2) keep the interior of the Leased Premises painted, clean and sanitary, (3) keep shared parking areas, paved walkways leading to the Leased Premises clear of ice, snow, litter and debris, (4) perform routine maintenance of the Leased Premises, including, but not limited to, maintaining any landscaping adjacent to the Leased Premises, restroom plumbing, lighting, ballasts, doors and locks. The Tenant shall not overload the floors or walls of the Leased Premises. The Tenant shall be responsible for janitorial services for the Leased Premises. For purposes of this Section 4.01, "routine maintenance" shall mean any repair or maintenance done in the ordinary course for the purpose of preserving machinery, equipment and improvements in good working order and condition and shall not include any extraordinary maintenance or repair.

Section 4.02 Failure to Maintain. Should the Tenant fail to maintain the Leased Premises in a satisfactory manner according to the terms of this Lease, the County may conduct such maintenance on behalf of the Tenant, and the Tenant shall reimburse the County for all costs and expenses plus an administrative charge of 50% of such costs incurred in connection with such maintenance.

Section 4.03 Service and Maintenance by Professionals. All Tenant maintenance obligations at the Leased Premises shall only be performed by qualified or licensed service professionals. Upon request by the County, Tenant shall promptly provide a list of all service agreements, a copy of any service agreements in place as well as contact information for personnel providing such services to Leased Premises. The County shall have the right to enter the Leased Premises as more specifically set forth in Section 4.07 below, to determine compliance with this Section 4 of the Lease.

Section 4.04 Utilities. The Tenant shall be responsible for obtaining all utilities associated with the Leased Premises, including but not limited to, electricity, heat, internet service, telecommunications services, snow removal, trash removal and any other services not provided by the County to the Leased Premises at the Tenant's sole cost and expense. To the extent the provision of additional services to the Leased Premises requires alterations of the Building, the Tenant shall comply with the terms of Article V below. The disruption, failure, lack or shortage of any service or utility due to any cause whatsoever shall not affect any obligation of the Tenant hereunder, and the Tenant shall faithfully keep and observe all the terms, conditions and covenants of this Lease and pay all Rent due hereunder, all without diminution, credit or deduction. The County shall not be liable for any failure to make any repairs or to perform any maintenance to utilities unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to the County by the Tenant. If any maintenance or repair is necessitated due to the acts or omissions of the Tenant, its employees, agents or invitees, the Tenant shall pay the costs of such repairs or maintenance to the County within thirty (30) days after receipt of an invoice, together with an administrative charge in the amount equal to fifteen percent (15%) of the cost of the repairs. The County shall not be liable to Tenant for any interruption of Tenant's business or inconvenience caused due to any work performed within the Leased Premises or Building. To the extent allowed by law, the Tenant waives the right to make repairs at the County's expense under any law, statute or ordinance now or hereafter in effect.

Section 4.05 County Provided Services. Notwithstanding the above, the County shall provide to the Tenant during the Lease, as part of the rental consideration, the following services: **water and sewer**

Section 4.06 Inspection of Leased Premises. The Tenant will permit the County, its representatives or agents to make inspection of the Leased Premises at any time to confirm compliance with the terms of this Lease. If there is a potential (based upon reasonable facts or circumstances) or an actual material breach or violation of this Lease, or if an emergency exists which necessitates the County's access to the Leased Premises in the County's sole discretion, the County shall have the right to enter upon and inspect the Leased Premises and to do any reasonable act or thing in order to enforce its rights and obligations under this Lease. In all cases except an emergency, the County shall give the Tenant twenty-four (24) hours prior written notice, which shall specify the particular purpose for entering onto the Leased Premises.

Section 4.07 Accident Reports. In the case of an accident or emergency, Tenant agrees to cooperate with the County in the formulation of an action plan and any response to media inquiries. All accidents, significant occurrences, incidents, situations requiring official reporting or action, including law enforcement response, shall be reported to the County as soon as possible but no later than the next business day. Reports provided must include the name, address, telephone number for any injured persons and any witnesses, any statements collected, a description of the accident including when, where and how it occurred, a

description of any bodily injury or property damage and the action taken by Tenant or other persons.

ARTICLE V. IMPROVEMENTS; ALTERATIONS; ADDITIONS

Section 5.01 Requirements for Improvements; Alterations; Additions. No improvements, alterations or additions (“Alterations”) shall be made to the Leased Premises by the Tenant without prior written consent of the County, including but not limited to, Alterations of Building walls, roofs, support, finishes, any mechanical, electrical or plumbing system, carpet, paint, interior remodel of spaces and any exterior alterations. In such event, any permitted Alterations shall be performed subject to the following conditions.

- (a) Prior to the construction of any Alterations, the Tenant shall submit Detailed Plans and Specifications to the County for approval. “Detailed Plans and Specifications” means drawings, maps or plans depicting the location, character, dimension and details of the Leased Premises and all improvements the Tenants desires to make to the Leased Premises. The Detailed Plans and Specifications may include, without limitation, construction details, fire protection systems, lighting, utilities, architectural drawings, layout and colors, containment areas for construction equipment and materials, building footprint, fencing and gates and any other information which may reasonably be required by the County to assess the plans.
- (b) The Tenant shall be responsible for obtaining all applicable planning and zoning approval, building permits and other required governmental authorizations, including but not limited to, any necessary Federal Aviation Administration approvals, for the Alterations with copies of all permits and authorizations provided to County prior to commencement of any Alteration.
- (c) The Tenant shall execute a contract for construction with a provision naming the County as a third-party beneficiary, with a copy of this provided to the County.
- (d) The Tenant shall provide proof of surety bonds in a form acceptable to the County covering the Alterations.
- (e) All Alterations shall be done in a good and workmanlike manner in compliance with all applicable laws, ordinances, rules and regulations and subject to the County’s reasonable acceptance. If Alterations are not done in a good and workmanlike manner and in accordance with all applicable authorities, the County shall have the right to correct such Alterations and the Tenant shall pay the cost and expense of such correction to the County immediately upon demand by the County, plus an amount equal to the County’s cost of overhead expense attributable to the making of such repairs (to be reasonably determined by the County).
- (f) All work done in connection with Alterations shall be at the Tenant’s sole cost and expense and Tenant shall be wholly responsible to all contractors, subcontractors, laborers and materialmen.
- (g) The Tenant shall ensure that at no time shall any mechanic’s lien or lien for work connected to Alterations be asserted against the Leased Premises or any part of the Building. If such a lien or encumbrance is filed or recorded against the Leased Premises or Building, the Tenant shall promptly discharge said lien or encumbrance. If any such lien or encumbrance has not been removed within thirty (30) days from the date it is filed or recorded, the Tenant shall deposit with the County an amount in cash equal to one

hundred fifty percent (150%) of the amount of the lien filed or post a bond in form reasonably satisfactory to the County until said lien or encumbrance is discharged. If the Tenant fails, neglects or refuses to satisfy any such lien or encumbrance or refuses to secure the County as provided above, then the County shall have the option, but not the obligation, to satisfy such lien or encumbrance and any amounts paid by the County shall be promptly reimbursed by the Tenant.

- (h) The Tenant shall diligently pursue construction of any approved Alterations until completion.
- (i) Upon completion of work on any Alterations, the Tenant shall be responsible for restoring all areas disturbed by construction activities, whether or not such areas are located outside the Leased Premises, to the general condition existing prior to construction.
- (j) Approved Alterations shall not be removed, expanded or materially altered without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.
- (k) Approved Alterations constructed in accordance with this process shall be permanently attached to the Premises and at the termination of this Lease shall not be removed, altered or changed by the Tenant in any way.
- (l) In no case shall any Alterations constitute grounds for extending the term of this Lease.

ARTICLE VI. SIGNAGE

Section 6.01 Signage. The Tenant shall not install any new sign, lettering, advertisement or posting in, upon or around the Leased Premises or Building without the prior written consent of the County. The Tenant shall pay for all costs in connection with the posting of a sign approved by the County, including, but not limited to, artwork, application, permits, installation and maintenance. The County shall have absolute discretion in approving any such sign. The Tenant shall pay for costs of removal of signs from the Leased Premises and Building upon termination of the Lease and the Tenant shall pay the costs of repair if any damage is caused by such removal.

ARTICLE VII. INSURANCE; INDEMNIFICATION; DAMAGE

Section 7.01 Insurance. During the Term and any Extended Term of this Lease, the Tenant shall carry and maintain in full force and effect and at its sole cost and expense, the following insurance policies, which limits can be met with a combination of primary and excess/umbrella policies. Within thirty (30) days of the execution of this Lease, Tenant will provide insurance certificates to the County, listing the County as an additional insured for all liability insurances, for the coverages required herein. Any such policies shall not be materially changed or cancelled without thirty (30) days advance written notice to the County.

- (a) Comprehensive General Liability Insurance, or the equivalent, in the minimum amount of one million ninety-three thousand and no/100 U.S. Dollars (\$1,093,000.00) per occurrence or as a combined single limit each occurrence.
- (b) Fire or Extended Coverage Insurance in an amount sufficient to fully cover replacement costs for Tenant's improvements, fixtures, furnishings, equipment and any other personal property of Tenant's kept or maintained at the Leased Premises.
- (c) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Tenant during the term of this Agreement.
- (d) Automobile Insurance on all vehicles used by Tenant in the course of business related to this Lease, including but not limited to, any storage or operation of owned or hired vehicles on the Leased Premises or Building, in the minimum amount of one million ninety-three thousand and no/100 U.S. Dollars (\$1,093,000.00) per occurrence or as a combined single limit each occurrence.

Section 7.02 County Rights. If the Tenant fails to obtain and maintain insurance, the County may obtain insurance coverage on behalf of the Tenant, and the amount of any premium paid by the County for such insurance shall be immediately payable by the Tenant to the County. The County may also treat the failure of the Tenant to obtain insurance as a default under this Lease and may proceed with any remedy available to it.

Section 7.03 Additional Insurance. The Tenant may insure the Premises in such additional amounts and for such other risks as the Tenant deems appropriate or as may be required by the County.

Section 7.04 Waiver of Subrogation. The Tenant agrees to waive all rights of recovery against the County if any damage, claim, loss or liability sustained by Tenant is covered and paid for by insurance to the extent of the insurance coverage. Tenant shall give notice to its insurance carrier(s) that a waiver of subrogation is contained in this Lease and all policies required shall contain a waiver of subrogation endorsement naming the County.

Section 7.05 Indemnification. The Tenant shall indemnify, defend and hold the County, its elected officials, officers, employees and agents harmless from and against any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees) in connection with: (1) the Tenant's failure to perform its obligations under this Lease, and (2) the acts and omissions of Tenant, its officers, employees, agents and invitees that occur on or about the Airport, Building and Leased Premises during the term of this Lease. The indemnities set forth in the paragraph shall survive the termination or expiration of this Lease.

Section 7.06 Risk of Loss. The Tenant assumes the risk of loss or damage to the contents of the Leased Premises, whether from fire, theft, accident, earthquake, snow, water damage or any other cause whatsoever. The Tenant assumes all risk of loss to personal property located on the Leased Premises, and the County shall not be liable for any damage to, or loss of, such property, or for damage or loss suffered by Tenant in connection with any act or omission of a third party. The County shall not be liable for damage or loss resulting from: (1) bursting, overflowing or leaking water, (2) sewer or steam pipes, (3) heating or plumbing fixtures, (4) electrical wiring, (5) gases or odors or (6) or any other loss or damage that would otherwise

have been avoided if Tenant had obtained appropriate insurance that insured against such loss or damage.

Section 7.07 Casualty Damage.

- (a) In the case where the Leased Premises shall be rendered untenable by fire, explosion or other casualty, which is not the fault of the Tenant, and the Leased Premises cannot be restored within 180 days after such occurrence, the County or the Tenant may, at their option, terminate this Lease. The Tenant shall pay all amounts due and accruing through such date of termination, and the parties shall be discharged of all further obligations under this Lease.
- (b) If the Leased Premises are damaged, without fault of the Tenant, in such a way as to make the Leased Premises unfit for occupancy, the Tenant's obligation to pay Rent shall be abated until such damage is repaired and the Leased Premises are again fit for occupancy. If such damage can be repaired within a reasonable period of time by the County's estimation, then the County shall repair such damage with all reasonable speed and Rent shall be abated for the period during which the Tenant is deprived of the use and occupancy of the Leased Premises.
- (c) If the Leased Premises, without fault of the Tenant, receives only minor damage but such damage does not render the Leased Premises unfit for occupancy, the County, upon receipt of notice of the occurrence of such event, shall repair such damage with reasonable promptness; provided, however, that there shall be no abatement of Rent.
- (d) If the Leased Premises are damaged or destroyed by the Tenant, its employees, invitees or agents, the Tenant shall be liable for all costs and expenses to repair the Leased Premises and Building to substantially the same condition that existed prior to the casualty, and the Tenant shall continue to pay Rent during the pendency of any such repairs. The Tenant agrees to commence any remedial work within 15 days after written notice by the County and to complete all remedial work required in the reasonable opinion of the County to restore the Leased Premises and Building to its original condition, within the number of days specified in the written notice provided such work can be reasonably performed within such number of days. If remedial work is not undertaken and completed in the specified time frame, the County may undertake and complete the work or contract to complete the remedial work and shall be reimbursed by the Tenant for any and all reasonable costs incurred by the County in performing such repairs, including any overhead costs reasonably allocable to the performance thereof. The remedies in this section are cumulative to any other remedies provided in this Lease.

Section 7.08 Environmental Matters. If the Tenant stores, spills or releases any hazardous or toxic substance or material (including any substance that could constitute a hazardous waste or environmental condition) on, near, in or at the Leased Premises or Building (each, an "Incident"), the Tenant shall immediately notify the County and any other governmental authority with jurisdiction (such as the Environmental Protection Agency) and shall promptly take all action necessary to remediate the Incident and restore the affected area in accordance with applicable law. The remediation and restoration of any such area shall not adversely affect

the maintenance, operations or future development of the adjacent Airport. The Tenant agrees to release, hold harmless and indemnify the County, its officials, employees, officers and agents from and against any and all fines, suits, claims, losses, demands, penalties, liabilities, costs or expenses (including reasonable attorney's fees), settlements, remedial action requirements, enforcement actions, administrative proceedings and any other action of any kind or nature, including personal injury, wrongful death or property damage arising out of, or in connection with, the discovery, remediation or disposal of any hazardous waste or environmental condition existing on, in, under or about the Leased Premises, Building or the Airport caused directly or indirectly by an act or omission of the Tenant or its officers, employees, agents, contractors, invitees, successors, predecessors, sublessees, or assigns. As used in this Lease, the terms "hazardous waste" and "environmental condition" shall mean (a) any "hazardous waste" as defined in the Solid Waste Disposal Act (as amended by the Resource Conservation and Recovery Act of 1976, as amended) and the regulations promulgated thereunder; (b) any "Hazardous Substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and the regulations promulgated thereunder; (c) any oil, petroleum products or by-products; (d) asbestos or asbestos-containing substances; and (e) any Hazardous Substance, toxic substance, toxic pollutant, or any substance whose release, disposal, generation, storage or emission is regulated by federal, state or local law.

ARTICLE VIII. DISCLAIMER OF LIABILITY

THE COUNTY HEREBY DISCLAIMS, AND THE TENANT HEREBY RELEASES THE COUNTY AND ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY THE TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS LEASE OR ANY EXTENSION THEREOF INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF TENANT OR TENANT'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE LEASED PREMISES OR BUILDING, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY THE COUNTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR IS CAUSED BY THE COUNTY'S BREACH OF ITS OBLIGATIONS UNDER THIS LEASE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE FOR SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, WITHOUT LIMITATION, PUNITIVE DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT BE CONSTRUED TO CONSTITUTE AN AGREEMENT BY THE TENANT TO INDEMNIFY THE COUNTY FOR THE COUNTY'S NEGLIGENT, WILLFUL OR INTENTIONAL ACTS.

ARTICLE IX. LIENS AND BANKRUPTCY

Section 9.01 Liens Prohibited. The Tenant shall not permit any lien or encumbrance to be placed upon the Leased Premises. If a lien or encumbrance is placed upon the Leased Premises, the County may satisfy such lien or encumbrance, and the Tenant shall reimburse the County

in full at the next rent payment date. If the Tenant fails to reimburse the County by the next rent due date, amounts remaining past due shall bear interest at the lesser of: (1) the maximum rate permitted by law or (2) 18% per annum until paid and the County may pursue any other remedy available to it.

Section 9.02 Bankruptcy. If Tenant is unable to pay its debts when due, files for bankruptcy, seeks relief from creditors or has a receiver appointed on its behalf, the County may terminate this Lease, except to the extent such termination may be avoided by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect regarding creditors' rights generally or principles governing the availability of equitable remedies. Nevertheless, the County shall have a claim in such bankruptcy or receivership proceeding in an amount equal to the aggregate amount of Rent due and payable from the date such proceeding commenced through the remainder of the Term (and any renewal or extension thereof). The amount of such damages may be satisfied by the County out of monies or assets deposited by the Tenant under this Lease as security for payment of its obligations.

ARTICLE X. REPRESENTATIONS & WARRANTIES

Section 10.01 Representations & Warranties. The Tenant represents and warrants to the County as follows:

- (a) The Tenant is lawfully existing entity or individual that is qualified to conduct business in Colorado.
- (b) The Tenant has all requisite power and authority to enter into, and perform its obligations under, this Lease.
- (c) All requisite entity action authorizing the Tenant to enter into, and perform its obligations under this Lease have been duly taken and approved.
- (d) The execution, delivery and performance of this Lease by the Tenant does not and will not: (1) require the consent of any person or entity, (2) violate any legal requirement, (3) conflict with or constitute a breach or violation of (a) the Tenant's articles of organization, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Tenant is bound or affected.
- (e) The Tenant understands and shall comply with Colorado Revised Statutes §18-8-301, et seq. (Bribery and Corrupt Influences) and Colorado Revised Statutes §18-8-401, et seq. (Abuse of Public Office) and that no violation of such statutes has occurred or is occurring.
- (f) No officer or employee of the County has any personal, financial or beneficial interest whatsoever in this Lease or in any operations to be conducted by the Tenant upon the Leased Premises.

ARTICLE XI. DEFAULT AND REMEDIES.

Section 11.01 Events of Default. Any one or more of the following events shall be an “Event of Default”:

- (a) The failure of the Tenant to make any payment of Rent or any other payment required to be paid by the Tenant under this Lease when and as the same shall become due and payable, if such failure continues for a period of ten (10) days after written notice thereof from the County to the Tenant;
- (b) The Tenant shall vacate or abandon the Leased Premises; however, as long as no monetary default exists, Rent is being paid and the Tenant is maintaining the insurance described in Article VII above, vacation or abandonment of the Leased Premises shall not constitute a default;
- (c) The Tenant shall fail to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease other than those referred to in the foregoing Sections 11.01(a) and (b), and the Tenant fails to remedy the same within thirty (30) days after the County has given the Tenant written notice specifying such default or such additional period, if any, as may be reasonably required to cure the failure if the failure reasonably cannot be cured within a thirty (30) day period, provided the Tenant commences to cure such default within thirty (30) days after receipt of notice and thereafter diligently pursues such cure to completion;
- (d) The Tenant fails to vacate the Leased Premises upon the termination of a hold-over term in accordance with Section 11.03 of this Lease; or
- (e) The making by the Tenant of any general arrangement or assignment for the benefit of creditors; (ii) the filing by the Tenant of a voluntary petition in bankruptcy under Title 11 U.S.C. or the filing of an involuntary petition against the Tenant which remains uncontested for a period of sixty (60) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of the Tenant’s assets located at the Leased Premises or of the Tenant’s interest in this Lease; or (iv) the attachment, execution or other judicial seizure of substantially all of the Tenant’s assets located at the Leased Premises or of the Tenant’s interest in this Lease, provided, however, in the event that any provisions of this Section 11.01(e) is contrary to any applicable law, such provision shall be of no force or effect.

Section 11.02 Remedies. Upon the occurrence of an Event of Default, the County shall have the option to (i) institute suit against the Tenant to collect Rent or other sum as it becomes due or to enforce any obligation under this Lease, (ii) terminate this Lease, (iii) terminate the Tenant’s right to possession without terminating this Lease, or (iv) cure the Event of Default on behalf of the Tenant. If County cures an Event of Default on behalf of the Tenant, the Tenant shall, on demand and as Additional Rent, reimburse the County for the County’s expenses incurred thereby including the costs of removing and storing the Tenant’s or any other occupant’s property. All past due payments required of the Tenant hereunder shall bear interest from the date due until paid at the lesser of ten percent (10%) per annum or the maximum lawful rate of interest. If the County terminates either this Lease or the Tenant’s right to possession of the Leased Premises, the Tenant will immediately surrender the Leased

Premises to the County. If the Tenant fails to surrender the Leased Premises, the County may enter upon and take possession of the Leased Premises and expel or remove the Tenant and any other person who may be occupying the Leased Premises or any part thereof. Any termination only of the Tenant's right to possession of the Leased Premises will not relieve the Tenant of the Tenant's obligation to pay the Rent under this Lease. The County shall use reasonable efforts to mitigate any damages incurred by the County and to re-let the Leased Premises. In determining the amount of loss which the County suffers by reason of termination of this Lease, allowance shall be made for the expense of repossession and any necessary repairs, but not for any remodeling undertaken by the County following repossession. Except as provided otherwise in this Lease, the County shall have the option to terminate all or a portion of this Lease upon default by the Tenant, and in addition to, or in lieu thereof, the County may seek any relief available to it at law or in equity. Nothing in this Lease shall be deemed a restriction or waiver of any right or remedy that either party may have at law or equity for any breach or default by either party.

Section 11.03 Surrender and Holding Over. Upon the expiration or earlier termination of this Lease, the Tenant shall quit and surrender the Leased Premises in generally good and serviceable condition, reasonable wear and tear excepted. Thereafter, the County shall have the right to enter and take possession of the Leased Premises, with or without process of law and without liability for trespass. Holding over or failure to vacate the Leased Premises at the end of the initial Term or any Extended Term shall not be construed to be the granting or exercise of any additional term. Any holding over after the expiration of the initial Term or any Extended Term without the written consent of the County shall be construed to be a month-to-month tenancy at sufferance, at 150% of the Annual Rent payable during the last month of the Term or the Extended Term thereof, whichever is applicable (prorated on a monthly basis, the "Holdover Rent"), but shall otherwise be subject to all of the terms and conditions of this Lease. Notwithstanding anything to the contrary contained in this Section, the Tenant shall not be deemed to be holding over the Premises in the event that both parties are engaged in good faith negotiations to extend the term of the Lease. The County and the Tenant each agree to give the other party written notice at least thirty (30) days prior to the last day of a monthly term to terminate this holdover tenancy. In the event the Tenant does not vacate the Premises thirty (30) days after County's notice terminating the holdover tenancy and the County re-lets the Leased Premises to a new tenant with a lease term commencing after the date the Tenant is required to vacate the Leased Premises, such failure shall be an Event of Default under Section 11.01 of this Lease.

Section 11.04 Performance of Covenants. If the Tenant is in default in the performance of any covenant or condition required to be performed by it, the County may, without notice, perform such covenant or condition for the account and at the expense of the Tenant. Such expense may include reasonable attorney's fees in prosecuting or defending any action or proceeding instituted by reason of default of the Tenant, and the Tenant shall promptly reimburse the County for the amount of such expense.

Section 11.05 Title to Leased Premises & Improvements. Any fixtures or improvements erected or constructed on the Leased Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written consent of the County. Title to the Leased Premises and improvements is and shall remain vested in the County. All of the

Tenant's moveable personal property located in or on the Leased Premises shall remain the property of the Tenant. The Tenant shall have the right at any time during the term of this Lease and upon expiration or termination, to remove all such equipment and property; provided that the Tenant is not in default of its obligations under the Lease. If the Tenant has been provided with notice of default or breach under this Section 11, the Tenant shall not be entitled to remove any of the Tenant's personal property from the Leased Premises until such default has been cured. Any property affixed to the Leased Premises so that the same may not be removed without material damage to the Leased Premises shall not be removed by the Tenant at any time, but shall become the property of the County upon expiration or earlier termination of this Lease.

Section 11.06 Payments Received After Termination. No payment received by the County from the Tenant after the termination of this Lease or after the giving of a notice of termination, shall reinstate, continue or extend the Term or any Renewal Term or affect any prior termination notice delivered to the Tenant. The parties agree that after (1) delivery of a notice of termination, (2) commencement of an action for repossession or (3) final judgment that grants the County possession of the Leased Premises, the County may receive and collect any amounts past due and owing under the terms of this Lease, and the collection of such amounts shall not waive any notice previously given or waive such action or judgment.

ARTICLE XII. ASSIGNMENT AND SUBLETTING

Section 12.01 Transfers and Assignments by the Tenant. Except as provided below, the Tenant shall not, without the prior written consent of the County: (a) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law; (b) permit any other person or entity to become the Tenant hereunder by merger, consolidation or other reorganization; (c) if the Tenant is an entity other than a corporation whose stock is public traded, permit the transfer of an ownership interest in the Tenant that results in a change in current control of the Tenant; (d) grant any license, concession, or other right of occupancy of any portion of the Leased Premises; or (e) use or permit the use of the Leased Premises by any parties other than the Tenant (any of the prior described events in Section 12.01 (a to e) being a "Transfer"). Any Transfer of this Lease shall require that the Transfer is to (i) a transferee who is commercially reasonable and acceptable to the County; and (ii) the use and occupancy of the Leased Premises and any improvement following the Transfer remains substantially the same as contemplated by this Lease. The Tenant shall provide copies to the County of any and all documents or instruments that effect a Transfer of the Premises. No Transfer shall release the Tenant from its obligations under this Lease, but rather the Tenant and the transferee shall be jointly and severally liable.

Section 12.02 Subleasing. The Tenant shall not have the right to sublease property within the Leased Premises without the written consent of the County.

Section 12.03 Successors to County. The rights and obligations of the County under this Lease may be assigned by the County at its option and without the consent of the Tenant.

ARTICLE XIII. ABANDONMENT

Section 13.01 Abandonment/Vacation of the Premises. If Tenant abandons or vacates the Leased Premises before the end of the Term (or any renewal or extension thereof), the County may enter the Leased Premises, remove fixtures and personal property of the Tenant and re-let the Leased Premises as it sees fit without terminating this Lease. In addition, the County may make any repairs, changes, alterations or additions to the Leased Premises as may be necessary or desirable for the purpose of re-letting. If the County cannot obtain rent from such re-letting (after payment of all costs and expenses, including payment of Rent accruing from the date of abandonment) in an amount equivalent to the Rent, then Tenant shall be liable for any such deficiency. If the Tenant neglects to retrieve its personal property from Leased Premises upon abandonment or upon termination or expiration of the Lease, the County may remove and store such personal property (without liability to the Tenant for risk of loss), and the Tenant agrees to reimburse the County on demand, for any and all expenses incurred in such removal and storage, including court costs, attorney's fees and storage charges for the period of time such property remains in storage. The County may, after 30 days' notice to the Tenant, sell such property, in whole or in part, at private sale and without legal process, and apply the proceeds of such sale towards any amounts due from the Tenant to the County and render the surplus, if any, to the Tenant.

ARTICLE XIV. OBLIGATIONS OF THE COUNTY

Section 14.01 Quiet Enjoyment. The Tenant shall be entitled to quiet enjoyment of the Leased Premises and County will not interfere with that right, as long as the Tenant pays Rent in a timely manner and performs all other obligations under this Lease. The Tenant acknowledges that its right to enjoy the Leased Premises is subject to the use of the surrounding property for industrial, commercial and airport purposes with the accompanying industrial, commercial and airport noises, odors, smoke, sonic booms and low-flying aircraft and the danger and nuisance thereof.

ARTICLE XV. EMINENT DOMAIN; CONDEMNATION

Section 15.01 General. If the Leased Premises (or a substantial part thereof) are taken in eminent domain, or are conveyed under threat of condemnation proceedings ("a Taking"), then this Lease shall forthwith terminate upon such taking as if the Term expired at the time of such Taking; provided that Rent and any other amounts due under this Lease shall be paid to the County by the Tenant as of the date of such taking.

Section 15.02 Partial Taking – Tenant's Rights. If any part of the Leased Premises becomes subject to a Taking and such Taking will prevent the Tenant from conducting its business in the Leased Premises in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than 180 days, then the Tenant may terminate this Lease as of the date of such Taking by giving written notice to the County within 30 days after the Taking, and Rent shall be apportioned as of the date of such Taking. If the Tenant does not

terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Leased Premises rendered untenable by the Taking.

Section 15.03 Partial Taking – County’s Rights. If any material portion, but less than all, of the Building becomes subject to a Taking, then the County may terminate this Lease by delivering written notice thereof to the Tenant within 30 days after such Taking, and Rent shall be apportioned as of the date of such Taking. If the County does not terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Leased Premises rendered untenable by the Taking.

Section 15.04 Award. If an award is made for a taking of the Leased Premises in condemnation proceedings, the County is entitled to all amounts awarded or paid for such Taking; provided, however, the Tenant may separately pursue a claim (to the extent it will not reduce the County’s award) against the condemner for the value of the Tenant’s personal property which the Tenant is entitled to remove under this Lease, moving costs, loss of business and other claims it may have.

ARTICLE XVI. COMPLIANCE WITH LAWS; ADDITIONAL RULES

Section 16.01 Compliance with Laws. Both parties hereto shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules, ordinances, policies, and standards, including but not limited to, any County land development regulations, zoning regulations and Airport requirements, all as may be amended from time to time.

Section 16.02 Additional Rules. The Tenant, its officers, employees, agents and invitees shall comply with the following:

- (a) Sidewalks, entries, passages and stairways shall not be obstructed in any manner, this shall include prompt removal of all snow from any walkways, drives, porches, sidewalks and parking areas that serve the Leased Premises.
- (b) The Leased Premises shall be maintained at all times in a clean, sanitary and attractive condition with all rubbish, garbage and other waste properly contained and disposed of to appropriate refuse facilities.
- (c) Items, which may constitute a hazard or danger to the any person or property, shall not be moved into the Leased Premises.
- (d) Antennas, satellite dishes and other equipment may not be erected or installed on the Leased Premises without the prior written consent of the County.
- (e) All appliances, utilities and fixtures shall be properly operated and used, restrooms are not to be used for any purpose other than that for which they are intended, and any damage resulting to any appliance, utility or fixture from the Tenant’s misuse shall be paid by the Tenant.
- (f) Animals, except qualified services animals, are prohibited in the Leased Premises and in

the Building.

- (g) The Tenant shall not play loud music or cause other nuisances that disturb the occupants or adjoining tenants or other parties in the Building.
- (h) The Tenant shall obtain the written consent of the County prior to installing or changing locks on doors of the Leased Premises. If locks are changed or installed, it shall be accomplished at the Tenant's sole expense, the Tenant shall provide copies of new keys to the County.
- (i) The Tenant must obtain the prior written consent of the County for installation of, change to or temporary installation of any objects along the exterior of the Leased Premises or Building, all such exterior changes are subject to any applicable pre-notice or approval regulations given the designation as a land-side property, including but not limited to the Federal Aviation Regulations Part 77.
- (j) Tenant shall not deface the walls, ceilings, partitions or floors of the Leased Premises or of the Building. The Tenant shall pay for any defacement, damage or injury caused by the Tenant, its agents, employees or invitees.
- (k) The County may institute such other rules and regulations as in its reasonable judgment may be necessary or desirable for the safety, care and preservation of the Leased Premises and the Building.

ARTICLE XVII. COMPLIANCE WITH LAWS; AIRPORT CONSTRUCTION

Section 17.01 Taxes. The Tenant is responsible for all taxes assessed against the Tenant's personal property located upon the Leased Premises during the term of this Lease and any sales or other taxes that may be assessed in connection with Tenant's use of the Leased Premises.

Section 17.02 Non-Discrimination. The Tenant and its successor and assigns shall comply with pertinent statutes, executive orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, religion, sexual orientation, political affiliation or disability be excluded from participating in any activity conducted that is directly or indirectly related to this Lease. The Tenant shall use the Leased Premises in compliance with all requirements imposed by or pursuant to Title 49, Part 21 of the Regulations of the Office of the Secretary of Transportation, the Colorado Anti-Discrimination Act of 1957 and any other laws and regulations respecting discrimination, all as may be amended from time to time. The Tenant and County shall comply with any enforcement procedures as may be demanded by any authority for the purposes of complying with such laws and regulations.

Section 17.03 Agreements with Other Governmental Authorities. This Lease shall be subject to the provisions and requirements of any existing or future agreement between the County and the United States, the Federal Aviation Administration or the State of Colorado.

Section 17.04 Energy Conservation Requirements. The Tenant agrees to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy

conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

Section 17.05 Fair Labor Standards Act Requirements. The Tenant shall comply with the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (“FLSA”), with the same force and effect as if given in full text herein. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Tenant has full responsibility to monitor compliance to the referenced statute or regulation. The Tenant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Section 17.06 Occupational Safety and Health Act of 1970 Requirements. The Tenant shall comply with the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Tenant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Tenant retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Tenant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Section 17.07 Clean Air and Water Pollution Control Requirements. The Tenant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Tenant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. The Tenant must include this requirement in all contracts and subcontracts relating to the Leased Premises that exceeds \$150,000.

Section 17.08 Airspace Above Premises. The County reserves for itself and for the use and benefit of the public, and the Tenant acknowledges and accepts the Leased Premises subject to, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise, vibration, exhaust and fumes as may be inherent in the operation of aircraft now known or hereafter used for landing upon, taking off from, or operating on, the Airport.

Section 17.09 Interference with Aircraft. The Tenant shall not erect or permit the erection of any structure or object on the Leased Premises above the elevations established by the Airport. The Tenant shall not make use of the Leased Premises in any manner that might interfere with the landing, taking off, or operation of aircraft upon the Airport nor create any hazard at the Airport. If the Tenant fails to comply with this Section, the County reserves the right to enter upon the Leased Premises and remove any offending structure or object, or cause the abatement of any interference or hazard, at the sole cost and expense of the Tenant.

Section 17.10 Construction by the County. From time to time, it may be necessary for the County to carry out extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair to the Building and adjacent County Buildings, including but not

limited to the Airport, which programs may inconvenience or temporarily interrupt the Tenant's operations. The County shall give the Tenant at least seven (7) days' notice prior to commencement of such construction only in the event that such construction must necessarily commence in seven (7) days due to the emergency nature of the situation; in all other cases, the County must give the Tenant not less than thirty (30) days prior notice. The County shall use commercially reasonable efforts to minimize any interruption of the Tenant's use of the Leased Premises as permitted under this Lease. The Tenant acknowledges and agrees that such construction may require the Tenant to take a longer route to its Leased Premises during construction.

ARTICLE XVIII. MISCELLANEOUS

Section 18.01 County Representative. The Airport Manager and the County Manager, as appointed by the Gunnison Board of County Commissioners, each acting independent of the other, shall be a County Representative for purposes of this Lease.

Section 18.02 Force Majeure. A party shall not be deemed in violation of this Lease (excluding payment obligations) if such party is prevented from performing any of its obligations by reason of, boycott, embargo, act of nature, act of God, pending litigation or legal proceedings or any other circumstance which is beyond its reasonable control and conditioned on the other party providing reasonable written notice to the other of the circumstance and taking commercially reasonable actions to mitigate any such impact.

Section 18.03 Brokerage. Neither the County nor the Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease. The Tenant shall indemnify, defend and hold the County harmless from and against all costs, expenses, attorneys' fees, liens and other liability for commissions or compensation claimed by any broker or agent claiming the same, by, through or under the Tenant. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

Section 18.04 Headings. The Section headings contained in this Lease are for convenience in reference and are not intended to define or limit the scope of any provision.

Section 18.05 Time of Essence. Time is of the essence in this Lease.

Section 18.06 Attorneys' Fees. In the event any action or proceeding is brought to take possession of the Leased Premises, breach of any provision of this Lease or to enforce compliance with this Lease for failure to observe any of a party's covenants, the prevailing party shall be awarded reasonable attorneys' fees, expenses and costs.

Section 18.07 Waiver. Waiver by a party of, or the failure of a party to insist upon, the strict performance of any provision of this Lease shall not constitute a waiver of such party's right or prevent such party from requiring the strict performance of any such provision in the future. Any waiver of an obligation, right, term or provision contained in this Lease must be in writing and signed by the party against whom enforcement is sought.

Section 18.08 Limitation of Benefit. There are no third-party beneficiaries of this Lease. Without limiting the generality of the preceding sentence, this Lease does not create in or

bestow upon any other person or entity not an express party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not an express party to this Lease.

Section 18.09 Severability. If any provision of this Lease is held invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Lease.

Section 18.10 Successors. The terms and provisions in this Lease shall extend to and bind the permitted successors and assigns of each party.

Section 18.11 Non-Exclusive Right. Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right. The County reserves the right to grant to others the privilege and right of conducting activities at the Building. The County reserves the right, during the term hereof, to reduce and reallocate space leased for the exclusive use of the Tenant in any case where the failure to do so might reasonably constitute the granting by the County to the Tenant of an exclusive right. Notwithstanding anything contained herein, this Section shall not be construed to permit the interference with the Tenant's right to the undisturbed, peaceful and quiet enjoyment of the Leased Premises throughout the Term of this Lease.

Section 18.12 Notices. All notices required under this Lease shall be in writing and delivered personally, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when actually received. If delivered email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notice shall be delivered to:

If to Tenant:

Sanchez Painting LLC
Attn: Eduardo Sanchez
711 S. 10th Street, Unit C
Gunnison, CO 81230
Email: _____

If to the County:

Gunnison-Crested Butte Regional Airport
Attn: Rick Lamport, Airport Manager
519 W. Rio Grande
Gunnison, CO 81230
Email: rlamport@gunnisoncounty.org

County Manager's Office
Attn: Matthew Birnie, County Manager
200 E. Virginia Ave.
Gunnison, CO 81230

with a copy to:

Gunnison County Attorney's Office
200 E. Virginia Ave.
Gunnison, CO 81230
Email: mhoyt@gunnisoncounty.org

or to such other address or addresses as the parties may designate in writing.

Section 18.13 Governing Law; Jurisdiction. This Lease shall be governed by, and construed in accordance with, the laws of the State of Colorado without regard to its conflicts of law provisions. The parties submit this Lease and any dispute arising under this lease to the sole and exclusive jurisdiction of the courts in and for Gunnison County, Colorado. Any action to enforce or interpret the provisions of this Lease shall be brought in a court in and for Gunnison County, Colorado.

Section 18.14 Incorporation of Exhibits, Other Documents. The Exhibits and any applicable Airport regulations are incorporated by reference into this Lease and made a part of this Lease. In the event of a conflict between this Lease and the applicable Airport Regulations, the Airport regulations shall control.

Section 18.15 Entire Agreement. This Lease embodies the entire agreement between the parties concerning the subject matter and supersedes all prior written or oral conversations, proposals, negotiations, understandings and agreements. This Lease may not be altered or modified in any manner whatsoever except by a writing signed by the parties.

Section 18.16 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties as creating a relationship of principal and agent, partners, joint venturers or any other relationship. It is understood and agreed that neither the method of computation of fees, nor any other provision contained herein, nor any act of a party creates a relationship other than the relationship of County and the Tenant.

Section 18.17 No Waiver of Immunity. Nothing in this Lease shall be deemed a waiver of any protections available to the County under the Colorado Governmental Immunity Act, or any similar statutory provision.

Section 18.18 Counterparts. This Lease may be executed in counterparts, each of which will be deemed an original. Delivery of an executed signature page of this Lease by facsimile or email transmission will constitute effective and binding execution and delivery of this Lease. The County and the Tenant agree to allow the use of electronic signatures for execution of this

Lease. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

[Signatures appear on following page.]

The parties have executed this Commercial Lease Agreement as of the Effective Date listed above.

LANDLORD:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON,

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

TENANT:

EDUARDO SANCHEZ, D/B/A SANCHEZ
PAINTING LLC,

By:  _____
Eduardo Sanchez

EXHIBIT A

LEGAL DESCRIPTION OF BUILDING

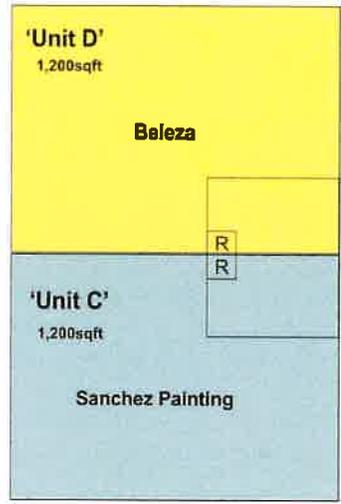
Lots 16 through 26, Block 11, RIO GRANDE ADDITION, according to the plat recorded April 14, 1961 as Reception No. 247973, TOGETHER WITH the E 15' of the vacated north-south alley adjacent to Lots 16 through 22, said Block 11,

City of Gunnison
County of Gunnison
State of Colorado;

known as 725 S. 10th Street, Units A, A-1, B, C, D and 711 S. 10th Street, Gunnison, CO 81230, consisting of three buildings, together with all appurtenances.

EXHIBIT B
LEASED PREMISES DESCRIPTION

**Gunnison County
10th Street Leases**



10th Street

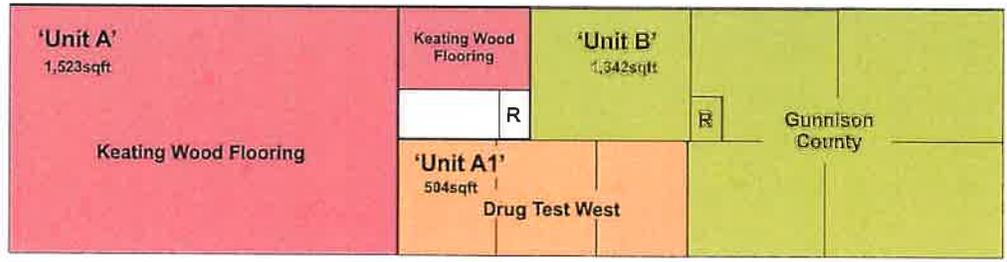


EXHIBIT C

EXISTING FIXTURES, FURNISHINGS, EQUIPMENT

- None

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Insurance Liability; Uncompahgre Valley Trail Ride

Action Requested: Motion

Parties to the Agreement: Uncompahgre Trail Riders and Gunnison County Sno Trackers

Term Begins: November 2, 2021

Term Ends:

Grant Contract #:

Summary:

Both snowmobile clubs are covered by V&V Insurance Co out of Cresco, IA. They only provide \$1,000,000 liability coverage for the 700 clubs they insure nationwide and have never received a similar request. Matt Hoyt asked me to bring this to the BOCC as a request for approval of the amount

Fiscal Impact: County would assume liability of \$93,000 for each club.

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:

By not procuring the full liability insurance necessary to insure the County, the County will be exposed to liability in the event of an accident. We respectfully disagree with permittee's non-lawyer insurance agent about potential scope and extent of potential liability as it is not possible to predict what that will be in relation to a claim out of NY or the application of CO assumption-of-risk law. The choice before the BOCC is whether to share risk here.

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 10/21/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/21/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Report

Agenda Date: 11/2/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/04/2021

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

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

PRODUCER V & V Insurance Agency Inc Po Box 159 Cresco IA 52136		CONTACT NAME: Dale Vagts PHONE (A/C, No, Ext): 563-547-2161 E-MAIL ADDRESS: insurance@vandvins.com FAX (A/C, No): 563-547-2046	
INSURED UNCOMPANHGRE VALLEY TRAIL RIDERS PO BOX 3503 MONTROSE CO 81401		INSURER(S) AFFORDING COVERAGE INSURER A: Mesa Underwriters Specialty Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 36838	

COVERAGES

CERTIFICATE NUMBER: 20211004170729424

REVISION NUMBER:

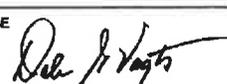
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	MP0022001900026	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 0 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Snowmobile/ATV Club and Trail Liability Insurance, including Liability coverage for (2) Groomers. Additional Insured for Trail usage: Gunnison County 200 East Virginia Gunnison CO 81230. Terrorism coverage is Excluded on this policy.

CERTIFICATE HOLDER**CANCELLATION**

Gunnison County 200 East Virginia GUNNISON CO 81230	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 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

Snowmobile Grooming

ENVIRONMENTAL INFORMATION and APPROVAL for NON-FEDERAL PROJECTS ONLY (Part C-2)

Project Name Snowmobile Trail Grooming Project Sponsor Uncompahgre Valley Trail Ride

This Project as described in this application, has my approval:

Owner or Authorized Person's Signature and Title: Marlene D. Crosby Date: 7/13/2020

Marlene D. Crosby, Assistant County Mgr. & Public Works Director Print or type Owner or Authorized Person's Name and Title

1. Principal source of information on wildlife (e.g. Colorado Division of wildlife, Colorado Natural Heritage Program, local agency, staff biologist, consultant, etc.):

2. Name, title, and telephone number of person consulted:

3. This project will remain open to public access for a minimum of:

5 years, 10 years, 25 years, X Indefinitely

4. If capital equipment is to be purchased as part of this project, how it will be used after project completion? Returned to Colorado State Parks X Kept in service on trail-related work for years Other (explain):

5. Does any portion of this project enter or facilitate access to a U.S. Forest Service Research Natural Area, BLM Area of Critical Environmental Concern, federally designated Wilderness Area, a Colorado State Natural Area, or a Colorado Natural Heritage Site? X No Yes If yes, please attach description.

Describe the process or efforts made to review potential wildlife impacts of the project.

Examples are given of the types of information that may be of value. Please be concise and as specific as possible. Use a separate sheet for your responses to the five questions below.

1. Sensitive Species-- Is it likely that sensitive plant or wildlife species may be present on the project site? Federally listed, Threatened, or Endangered species, or species which are rare or have limited range in Colorado.

2. Habitat value-- How important, productive, or pristine is the wildlife habitat in the project area? Existing development or human impacts to the project area. Critical habitat for a particular species, or an area with high value for nesting, feeding, or calving. Large blocks of undisturbed wildlife habitat.

3. Potential Impacts-- How will the project have, or potentially have, a negative impact on wildlife? Disturbance of sensitive species during rest, feeding, or reproductive cycles. Loss or serious reduction of critical habitat or damage to riparian areas and wetlands. Intrusion into areas with little existing human impacts. Impacts to threatened or endangered species.

4. Mitigation-- How will these impacts be addressed? Trail design or route selection. Screening of trail users from wildlife area, protection of critical habitat area, channeling use through less sensitive areas. Management of trail users and related activities, such as signs, fencing, and education programs.

5. Benefits-- How is the project planned to have a positive impact on wildlife? Habitat improvement like restoration of wetlands, river corridor cleanup, or plantings for cover, nesting, or food. Screening of trail users from sensitive habitat area, environmental education programs, opportunities for "watchable wildlife" facilities, and wildlife impact monitoring.

The Uncompahgre Valley Trail Riders, a non-profit ATV/Snowmobile/
Grooming club located in Montrose Colorado, is hereby authorized to
perform yearly winter snowmobile trail grooming with a snow cat on
9.7 mile of non-federal county road right-of-way on Gunnison County
Little Cimarron CR 864 road north of the Uncompahgre Natl. Forest
Boundary between the dates of 1 December and 15 April, snow
conditions permitting.

x Marlene D. Crosby

7/13/2020

Marlene D. Crosby,

Date

Deputy County Mgr. & Public Works Director Gunnison County



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/04/2021

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

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

PRODUCER V & V Insurance Agency Inc Po Box 159 Cresco IA 52136		CONTACT NAME: Dale Vagts PHONE (A/C, No, Ext): 563-547-2161 FAX (A/C, No): 563-547-2046 E-MAIL ADDRESS: insurance@vandvins.com	
INSURED GUNNISON COUNTY SNO TRACKERS PO Box 3847 196 Lake Drive CRESTED BUTTE CO 81224		INSURER(S) AFFORDING COVERAGE INSURER A: Mesa Underwriters Specialty Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 36838	

COVERAGES

CERTIFICATE NUMBER: 20211004170403961

REVISION NUMBER:

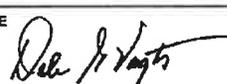
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		MP0022001900013	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 0 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Snowmobile Club and Trail Liability Insurance, Including Liability Coverage for (1) Groomer. Additional Insured for Trail usage: Gunnison County 200 East Virginia Gunnison, Co 81230. Terrorism coverage is Excluded on this policy.

CERTIFICATE HOLDER**CANCELLATION**

Gunnison County 200 East Virginia GUNNISON CO 81230	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 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

**SNOWMOBILE TRAIL GROOMING PERMIT
COUNTY ROAD #12, KEBLER PASS
WINTER SEASONS 2020 - 2022**

In order to facilitate the use of a County road for winter recreation, the Gunnison County Public Works Department may allow a private individual or company to groom all or part of a County road.

Such grooming shall be done in a manner to preserve and protect roads during the term of the agreement and to the extent necessary to insure safe and efficient transportation and to prevent excessive erosion damage to roads or streams.

Grooming work shall include: (1) Grooming of a trail, which will provide for safe and efficient use, and (2) leaving culvert inlets in a natural condition without snow or other material pushed into them so that the drainage system will function normally, and (3) all grooming must be done so that signs and delineators are not damaged.

Permittee shall perform grooming as follows:

1. No one shall groom a trail on County roads without first receiving written permission from the Gunnison County Public Works Director.
2. Grooming of the trail should not negatively effect other users.
3. All debris, except snow and ice, that is removed from the road surface and ditches shall be deposited away from stream channels at agreed upon locations.
4. The bank shall not be undercut nor shall gravel or other surfacing material be pushed off the road.
5. Ditches and culverts shall be kept functional during and upon completion of grooming operations. Any damage done to ditches and culverts which impair their proper use shall be immediately repaired or replaced by the permittee at the sole cost and expense of the permittee.
6. The Permittee must give the Gunnison County Public Works Department at least two working days advance notice before grooming ceases.
7. Vehicles and equipment used to groom must be licensed and insured pursuant to Colorado law.
8. **The section of County road to be groomed is from the trailhead on CR #12 at the Amax Mine to the trailhead on the West side of Kebler.**

The term of this permit for grooming shall be for three winter seasons and may, upon request, be renewed annually by the Gunnison County Board of County Commissioners.

The County may impose other requirements and restrictions as required in the sole discretion of the Gunnison County Director of Public Works.

An inspection will be conducted at the end of the winter season when the snow is off the road.

PERMITTEE MUST NOTIFY THE PUBLIC WORKS DIRECTOR BEFORE GROOMING COMMENCES.

Obligations Binding:

The undersigned permittee agrees:

That the permittee has read and understands all of the foregoing requirements, restrictions and conditions;

That, for valuable and sufficient consideration, the permittee is contractually obligated to the Board of County Commissioners of the County of Gunnison, Colorado to fully and faithfully abide by and perform all of the foregoing requirements, restrictions and conditions; and

That the Board of County Commissioners of the County of Gunnison, Colorado may legally and specifically enforce each of the foregoing requirements, restrictions and conditions by informal action (e.g., suspending this permit) and by formal action (e.g., litigation).

Signed by the parties hereto on the day and year first set forth below.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

CONTRACT PERMITTEE
GUNNISON COUNTY SNO TRACKERS, INC.
PHIL CHAMBERLAND - PRESIDENT

BY Margene A. Crosby
TITLE Public Works Director

BY Phil Chamberland
TITLE Secretary Treasurer

ADDRESS: 195 Basin Park Drive
Gunnison, CO 81230

ADDRESS: 23501 State Hwy 135
Crested Butte, CO 81224

Date 8/8/20

Date 8/31/2020

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Continued Public Hearing; Tincup Street Vacation R

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Sally Kuisle

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is a continuation of a public hearing to consider the street vacation request for a portion of Laurel Street presented by Sally Kuisle

Fiscal Impact: Applicant pays fees and costs

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

This is not to approve the request. Simply that the postponed hearing must be opened and then continued once more to the 11/2/21 meeting.
ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 10/15/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/15/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 10/19/2021

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2021-_____

A RESOLUTION VACATING A CERTAIN PORTION OF LAUREL STREET LYING
WITHIN THE TOWN OF TINCUP, 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 Laurel Street lying within the Town of Tincup, County of Gunnison, State of Colorado described as follows:

That portion of Laurel Street adjacent to Lots 18-24, Block 14 and Lots 1-7, Block 13, Town of Tincup, County of Gunnison County, State of Colorado; and

WHEREAS, the vacation of the above described portion of Laurel Street lying within the Town of Tincup, 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 Laurel Street lying within the Town of Tincup; and

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

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

That portion of Laurel Street adjacent to Lots 18-24, Block 14 and Lots 1-7, Block 13, Town of Tincup, County of Gunnison County, State of Colorado; and

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

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

1. This Resolution.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth K. Smith, Commissioner

ATTEST:

Deputy County Clerk

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 THE TOWN OF TINCUP, COLORADO

The Board of County Commissioners of Gunnison County, Colorado, will hold a public hearing regarding the petition filed by Sally Kuisle and Lyle & Cheryl Rieger (Humming Bird Properties, LLC) to vacate a portion of a certain street in the Town of Tincup, Colorado. The portion of the street that the petitioners seeks to have vacated is described as follows:

That portion of Laurel Street adjacent to Lots 18-24, Block 14, and Lots 1-7, Block 13, Town of Tincup, County of Gunnison, State of Colorado. The public hearing will be held on **September 7, 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 via zoom.

/s/ Marlene Crosby
Public Works Director

Gunnison Country Times: Publish as a Legal Notice for the weeks of 8/16/21 and 8/23/21.

**Street Vacation Checklist
Items from the Applicant**

#1.	Application Letter (Kuisle/Hummingbird)	Yes	No	N/A
	Signed Letter	Yes	No	N/A
	Location Map	Yes	No	N/A
#2	Identification of Area to be Vacated	Yes	No	N/A
	Narrative describing the area	Yes	No	N/A
	Shown on a map/plat/etc	Yes	No	N/A
#3.	Application Fees Paid	Yes	No	N/A
#4.	Certified Mail to Adjacent Property Owners (copies of receipts)	Yes	No	N/A

August 2, 2021

Marlene Crosby
Gunnison County Roads and Bridges

I am requesting that a portion of Laurel Street in Tin Cup, Colorado, be vacated.

This is a dead end portion that borders the west end of my property at 132 Laurel St., Tin Cup.

This end of Laurel St. runs into the above grade American Mt. road and is impassable due to the road elevation and a steep grade.

My neighbors, Lyle and Cheryl Rieger of Hummingbird Properties LLC, are agreeable and will be sending in their request.

The purpose of this request is to make our old septic system compliant. We were recently surprised to learn that it is in the road and the leach field extends onto the Riegers property.

I have hired Sara Bergstrom of Williams Engineering to design the new septic system. She has surveyed the situation and using my 30 feet of the vacated road is the only option.

I am willing to cluster my lots and will be starting that process.

Thank you,
Sally Kuisle
4622 47th St.
Boulder, Co.
303-829-2621

August 6, 2021

Marlene Crosby
Gunnison County Roads and Bridges
Vacation of Laurel Street Tincup, CO

Humming Bird Properties, LLC supports the vacation of Laurel Street next to the property located at 155 Laurel Street.

This portion of Laurel Street is a dead end and is impassable by both vehicle and pedestrians. The street dead ends at American Mountain and is very rocky and steep.

The most important reason for the vacation is that the Kuisle Septic System was installed in the street and on the Humming Bird Properties, LLC property. The leach field runs under the deck of this property.

The vacation of Laurel Street will allow the Kuisles to install a septic system on their property and close and eliminate the leach field on the property at 155 Laurel Street.

Lyle and Cheryl Rieger
Humming Bird Properties, LLC
Managers

Marlene Crosby

From: Sally Kuisle <bigsal100@yahoo.com>
Sent: Tuesday, July 6, 2021 4:50 PM
To: Marlene Crosby
Cc: sara.bergstrom@scjalliance.com; lyle rieger; cheryl rieger
Subject: Sally Kuisle/ Tin Cup 132 Laurel St. - To Vacate Dead End portion
Attachments: Tin Cup Plat.pdf; PDF2921-01.pdf

[EXTERNAL SENDER - USE CAUTION]

Hi Marlene,

This is Sally Spencer Kuisle in Tin Cup/ Boulder. We have communicated over the years, starting with my mother's Tin Cup property and Eleanor McAuliffe's misadventures way back in the 1980s and recently being on the TCCA BOD.

Today, I need to vacate the north end of Laurel St. that borders my property at 132 Laurel St. This section of Laurel St. dead ends because it is blocked by American Mountain's road going up their hill.

My neighbors, Lyle & Cheryl Rieger- Hummingbird Properties LLC, are on the other side of 60' Laurel St. and are agreeable to this closure.

I've hired William Engineering, Sara Bergstrom, to design a new septic system. Our present system originated in late 1970's with Roy Cranor and Hap Channel as installers. It turns out that the solo leach line runs fully across Laurel St. and onto the Rieger's property.

I had no idea of this design. As you can see from my survey, my cabin lies on the edge of our property.

The cabin at 132 Laurel St. is on the NW part of Block 14, Lots 18-24. I also own Lots 5,6,7 and 9,10 of Block 14.

There's no other direction for our septic system to go but west onto the road because of water wells and hillside. Again the road dead ends with no possible outlet to the north.

How shall I proceed in getting this section of Laurel St. closed?

Thanks so much,

Sally S. Kuisle

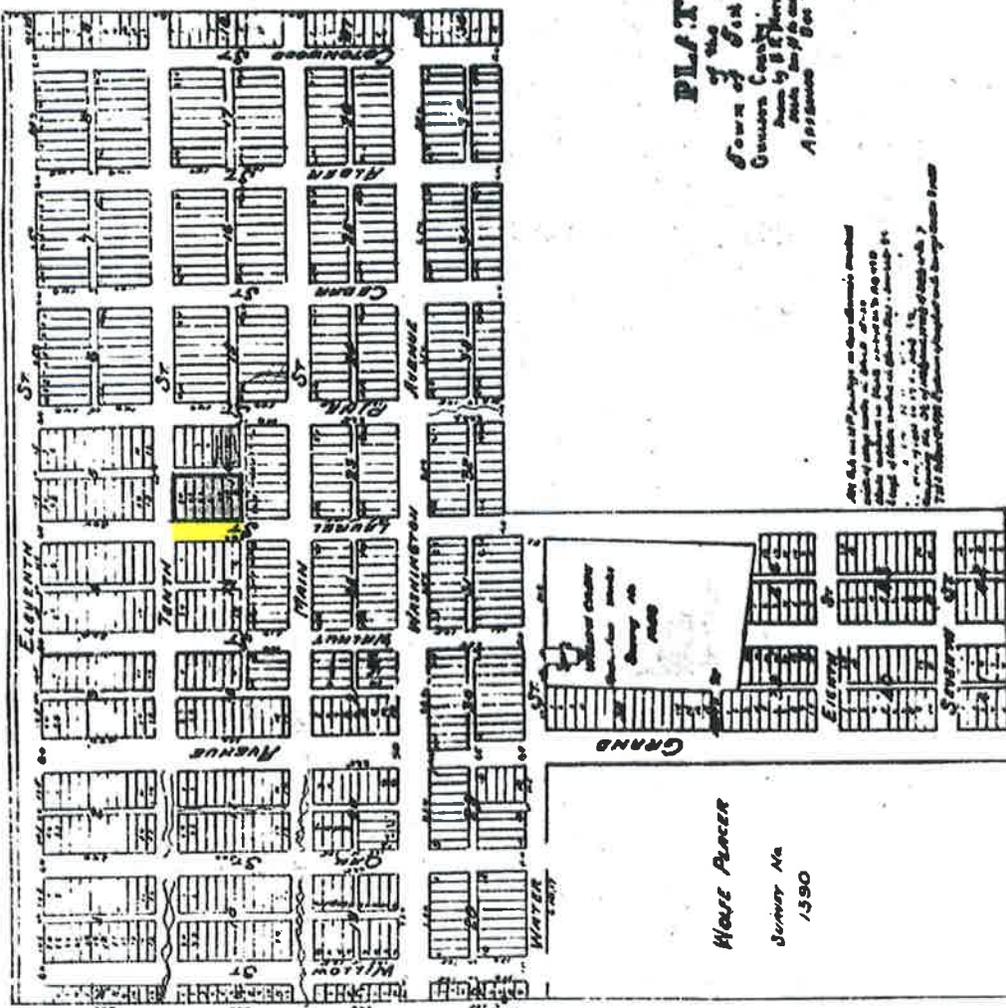
303-829-2621

970-641-1017

I hereby certify that the herein is a correct representation of the city of the City and County of Denver as approved by the Board of Public Works on the 7th day of August 1900.



PLAT
 of the
Town of Sixth City
 Golden, Colorado
 Approved by the Board of Public Works on the 7th day of August 1900



Any lot or lots shown on this plat which are not shown on the plat of the City and County of Denver as approved by the Board of Public Works on the 7th day of August 1900, shall be void.

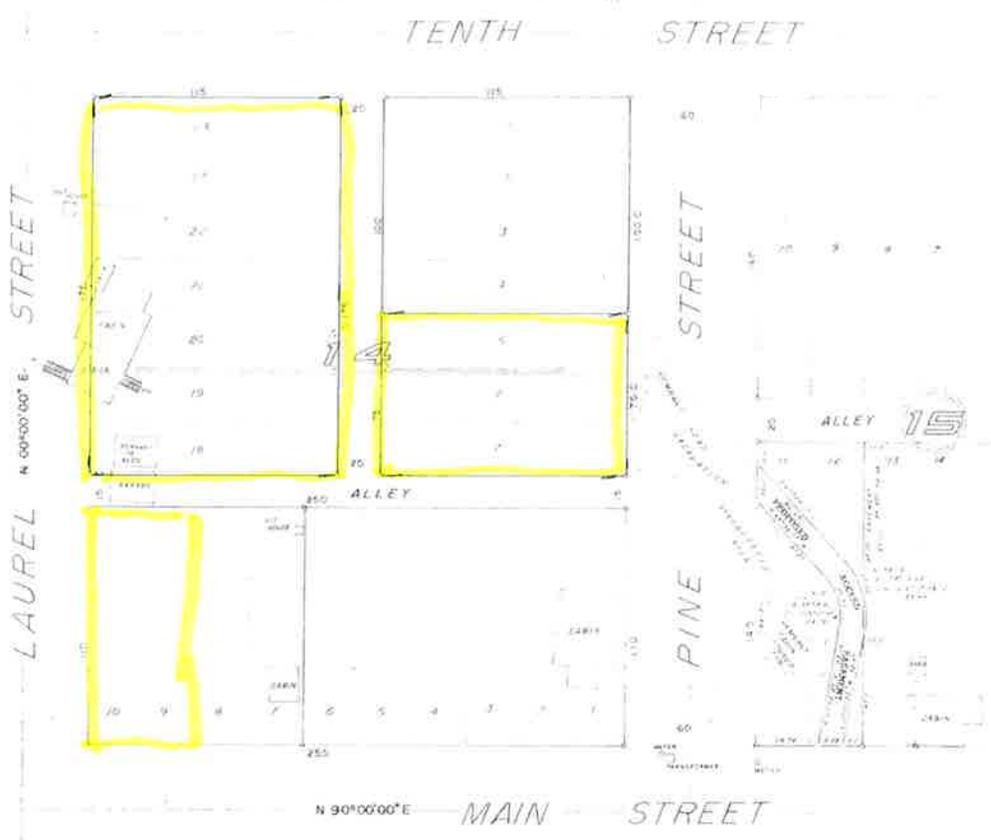
House Placer
 Summer Ave
 1390

STATE OF COLORADO
 County of Golden
 Filed for Record at 1 o'clock
 P.M. Dec 12 1899, and
 copy recorded in Book
 Page
 D. C. Steiner, Recorder
 Dec 12 '99

I hereby certify that the herein is a correct representation of the city of the City and County of Denver as approved by the Board of Public Works on the 7th day of August 1900.

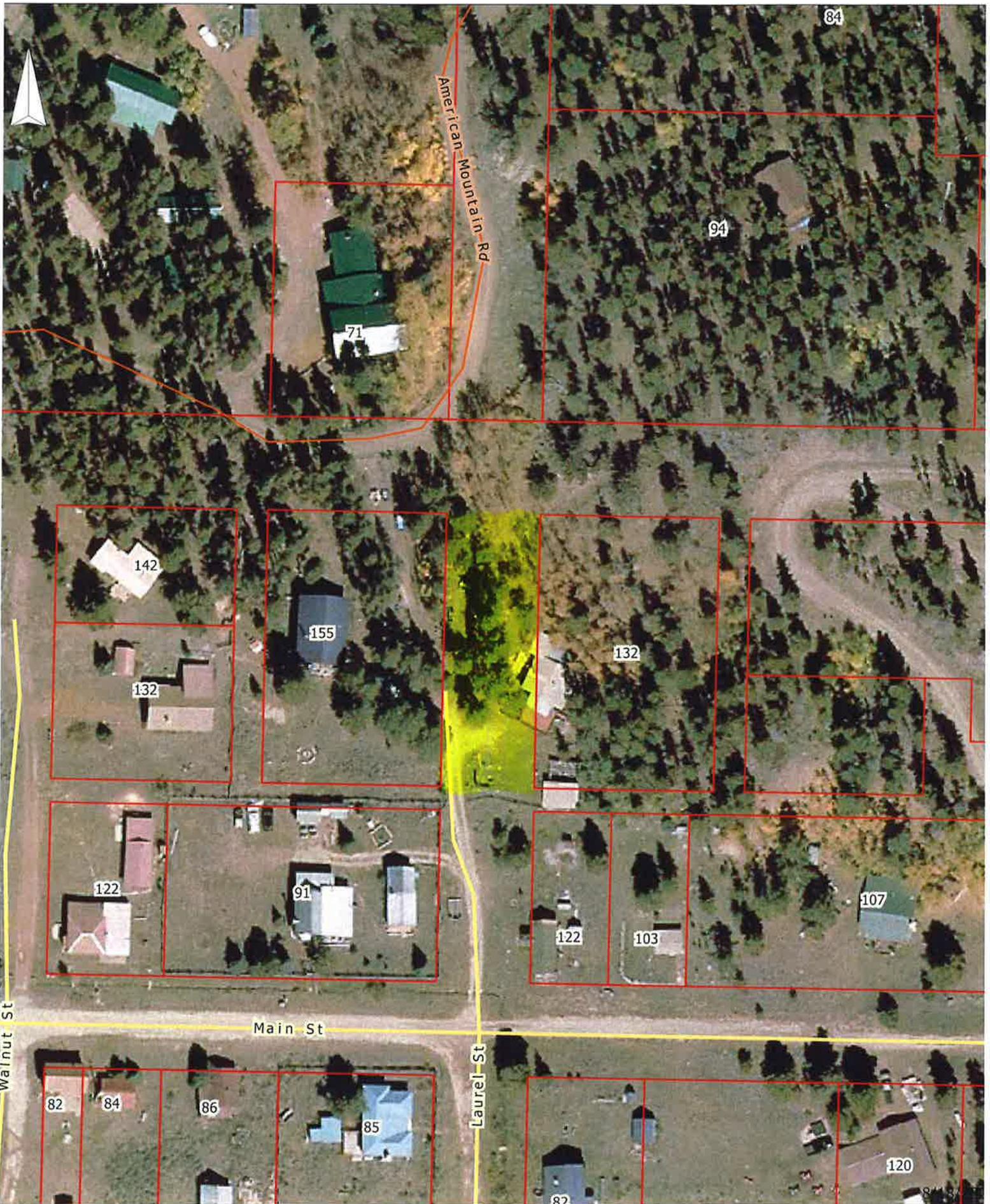
BLOCK 14 and part of BLOCK 15
 TOWNSITE OF TINCUP
 GUNNISON COUNTY, COLORADO

SCALE 1 INCH = 30 FEET



BIGLOW LAND SURVEYORS
 P.O. Box 112, Tincup, Colorado 81221
 (719) 533-8336

See also the 1911 and 1912 Plans of this Block.



Scale = 1:970

The data herein is general in nature and not assumed to be complete nor accurate in its entirety and is therefore to be used with all discretions necessary. The data

Summary

Account Number R007759
Parcel Number 3427-074-13-002
Account Type Residential
Economic Area Econ Area 8
Tax District 601
Mill Levy 55.561
Property Location 132 LAUREL ST , TINCUP AREA
Neighborhood TAYLOR PARK
LEA TINCUP IMP LARGE BLDG SITE >5000 SQFT (80430)
Subdivision TINCUP (TOWN OF)
Condo N/A
Legal Description LOTS 18-24, BLOCK 14, TINCUP
Parcel Notes N/A



[View Map](#)

Note: Legal Description above is abbreviated for use on Assessor records and is not valid for use on legal documents.

Owner

Owner
 KUISLE SALLY S REVOCABLE TRUST
 4622 47TH ST
 BOULDER, CO 80301-1710

Business Name

Current Assessment Information

	2021
+ Land Actual Value	\$42,460
+ Building Actual Value	\$112,500
= Total Actual Value	\$154,960
+ Land Assessed Value	\$3,040
+ Building Assessed Value	\$8,040
= Total Assessed Value	\$11,080

Prior Year Assessment Information

Year	Actual Value	Assessed Value	Mill Levy	Ad Valorem Taxes
2020	\$155,020	\$11,080	55.561	\$615.62
2019	\$155,020	\$11,080	54.316	\$601.82
2018	\$156,630	\$11,270	55.788	\$628.73
2017	\$156,630	\$11,270	56.488	\$636.62
2016	\$159,220	\$12,670	56.272	\$712.96
2015	\$159,220	\$12,670	55.585	\$704.28
2014	\$136,530	\$10,860	56.853	\$617.43
2013	\$136,530	\$10,860	50.446	\$547.86
2012	\$141,510	\$11,260	44.797	\$504.40
2011	\$141,510	\$11,260	44.988	\$506.56
2010	\$155,240	\$12,360	41.575	\$513.87
2009	\$155,240	\$12,360	40.414	\$499.52
2008	\$126,690	\$10,080	42.029	\$423.64
2007	\$126,690	\$10,080	36.828	\$371.24
2006	\$116,290	\$9,250	44.434	\$411.00

Contact the Treasurer's Office for current property tax amount due. Do not use the figures above to pay outstanding property taxes.

Land

Land Description	Land Type	Acres	Site Access	Electricity	Sewer	Water	Other Attributes
SINGLE FAM.RES.-LAND	Residential	0.462	SEASONAL	INSTALLED	ISDS SEPTIC SYSTEM INSTALLED	WELL INSTALLED	TREE TYPE - TREE

WHEN RECORDED RETURN TO:
RUSSELL LOMBARDY II, ESQ.
450 MAIN STREET
LONGMONT, CO 80501



SPECIAL WARRANTY DEED

Sally S. Kuisle, whose address is 4622 47th Street, Boulder, Colorado, 80301, of the County of Boulder and the State of Colorado, Grantor, for the consideration of ten dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, hereby sells and conveys to Sally Spencer Kuisle, Trustee of The Revocable Trust of Sally S. Kuisle (as amended from time to time), Grantee, 4622 47th Street, Boulder, Colorado, 80301, the following real property located in the County of Gunnison, State of Colorado, to wit:

Lots 5, 6 and 7, Block 14, and Lots 18 through 24, both inclusive, Block 14,
TOWN OF TINCUP, County of Gunnison, State of Colorado.

Subject to a right of way as reserved in United States Patent recorded in Book 115 at
Page 353.

TOGETHER with all and singular and hereditaments and appurtenances thereunto belonging, or in anyway appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the Grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND HOLD the said premises above described with appurtenances, unto the Grantee(s), their heirs, successors and assigns forever. The Grantor, for their selves and their successors and assigns, do covenant and agree that they shall and will warrant and forever defend the above premises in the quiet and peaceable possession of the Grantee, its heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor(s), subject to easements, reservations, restrictions, covenants and rights of way of record, if any.

Sally S. Kuisle
Sally S. Kuisle

4/18/16
Date

State of Colorado)
County of Boulder) ss.

I, Daniel Scott Swanson, a Notary Public of said State and County, do hereby certify that Sally S. Kuisle personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 18 day of April, 20 16. My commission expires: 3-4-2017

D Swanson
Notary Public

DANIEL SCOTT SWANSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134014070
MY COMMISSION EXPIRES MARCH 4, 2017

Summary

Account Number R027617
Parcel Number 3427-074-12-001
Account Type Residential
Economic Area Econ Area 8
Tax District 601
Mill Levy 55.561
Property 155 LAUREL ST , TINCUP AREA
Location
Neighborhood TAYLOR PARK
LEA TINCUP IMP LARGE BLDG SITE >5000 SQFT (80430)
Subdivision TINCUP (TOWN OF)
Condo N/A
Legal Description LOTS 1-7, BLOCK 13, TIN CUP
Parcel Notes LOT CLUSTER AGREEMENT AND DECLARATION #472725 RECORDED DEC 19 1998



[View Map](#)

Note: Legal Description above is abbreviated for use on Assessor records and is not valid for use on legal documents.

Owner

Owner **HUMMING BIRD PROPERTIES LLC**
 359 VINO TINTO LN
 PALISADE, CO 81526-9579
Business Name

Current Assessment Information

	2021
+ Land Actual Value	\$42,460
+ Building Actual Value	\$95,380
= Total Actual Value	\$137,840
+ Land Assessed Value	\$3,040
+ Building Assessed Value	\$6,820
= Total Assessed Value	\$9,860

Prior Year Assessment Information

Year	Actual Value	Assessed Value	Mill Levy	Ad Valorem Taxes
2020	\$145,640	\$10,410	55.561	\$578.39
2019	\$145,640	\$10,410	54.316	\$565.43
2018	\$135,700	\$9,770	55.788	\$545.05
2017	\$135,700	\$9,770	56.488	\$551.89
2016	\$145,080	\$11,540	56.272	\$649.39
2015	\$145,080	\$11,540	55.585	\$641.49
2014	\$129,170	\$10,280	56.853	\$584.47
2013	\$129,170	\$10,280	50.446	\$518.58
2012	\$133,590	\$10,630	44.797	\$476.18
2011	\$133,590	\$10,630	44.988	\$478.22
2010	\$190,190	\$15,140	41.575	\$629.45
2009	\$190,190	\$15,140	40.414	\$611.88
2008	\$185,420	\$14,760	42.029	\$620.36
2007	\$185,420	\$14,760	36.828	\$543.60
2006	\$173,970	\$13,840	44.434	\$614.96

Contact the Treasurer's Office for current property tax amount due. Do not use the figures above to pay outstanding property taxes.

Land

Land Description	Land Type	Acres	Site Access	Electricity	Sewer	Water	Other Attributes
SINGLE FAM.RES.-LAND	Residential	0.462		NO			TREE TYPE - TREE

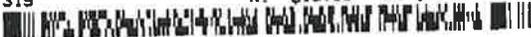
Sales and Conveyance

Sale Date	Sale Amount	Adjusted Sales Price	Grantor	Grantee	Vacant or Improved (at time of sale)	Reception #	Deed Type	Sale Note
9/9/2011	\$0	\$0	MATHEWS JAMES R ETAL	HUMMING BIRD PROPERTIES LLC		608173	QUIT CLAIM DEED - NO FEE	

Recording requested by:
James R Mathews, Carole J Mathews, Lyle W Rieger, Cheryl D Rieger

For recorder's use only

and when recorded, please return this deed and tax statements to:
Humming Bird Properties, LLC
6536 Vesuvius Road
Evergreen, CO 80439-5307

S Dominguez Gunnison County, CO 508173
09/09/2011 03:36 PM Pg: 1 of 2
319 R: \$16.00 D: \$0.00


Escrow No.:

Title Order No.:

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

THIS QUITCLAIM DEED, made and entered into on September 9, 2011, between James R Mathews, Carole J Mathews, Lyle W Rieger and Cheryl D Rieger ("Grantor") whose address is 6536 Vesuvius Rd, Evergreen, CO 80439-5307 and Humming Bird Properties, LLC ("Grantee") a Limited Liability Company organized and existing under the laws of the State of South Dakota whose mailing address is 6536 Vesuvius Rd, Evergreen, CO 80439-5307.

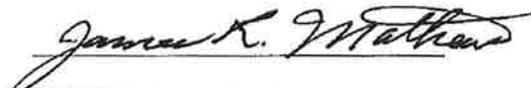
FOR A VALUABLE CONSIDERATION, in the amount of One DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby REMISES, RELEASES, AND FOREVER QUITCLAIMS to Grantee, all right, title, interest and claim to the plot, piece or parcel of land, with all the buildings, appurtenances and improvements thereon, if any, located at 154 Laurel Street, in the City of Tincup, County of Gunnison, State of Colorado described as follows:

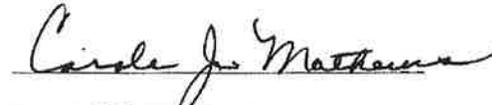
LOTS 1 - 7 BLOCK 13 TINCUP B682 P551 #472725

SUBJECT TO all, if any, valid easements, rights of way, covenants, conditions, reservations and restrictions of record.

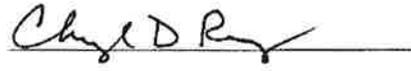
TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above described property unto Grantee, Grantee's heirs, successors and/or assigns forever; so that neither Grantor nor Grantor's heirs, successors and/or assigns shall have claim or demand any right or title to the property described above, or any of the buildings, appurtenances and improvements thereon.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed on September 9, 2011.


James R Mathews Grantor


Carole J Mathews Grantor


Lyle W Rieger Grantor

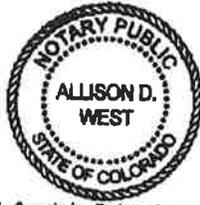

Cheryl D Rieger Grantor

State of Colorado }
County of Gunnison } ss.

The foregoing instrument was acknowledged before me this 9th day of September, 2011,
by James Mathews, Carol Mathews, Lyle Riegn + Cheryl Riegn (if by natural person or persons,
insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, insert name of
person as executor, attorney-in-fact, or other capacity or description; if by officer of corporation, insert name of such
officer or officers as the president or other officers of such corporation, naming it). If acknowledgment is taken by a
notary public, the date of expiration of his commission shall also appear on the certificate.
Witness my hand and official seal.

Allison D. West
Notary Public

My commission expires:



My Commission Expires 09/04/2013

7019 0700 0002 1570 4861

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

Next Day™ TX 76667

Certified Mail Fee \$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 2.80

Return Receipt (electronic) \$ 0.00

Certified Mail Restricted Delivery \$ 0.00

Adult Signature Required \$ 0.00

Adult Signature Restricted Delivery \$ 0.00

Postage \$ 10.55

Total Postage and Fees \$ 14.85

Sent To **Jacksons**
 Street and Apt. No., or PO Box No. **POB. B**
 City, State, ZIP+4® **Merida, TX 76667-1255**

Postmark Here

03/19/2021

PS Form 3800, April 2018 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0700 0002 1570 4793

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

Priority Mail® TX 76667

Certified Mail Fee \$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 2.80

Return Receipt (electronic) \$ 0.00

Certified Mail Restricted Delivery \$ 0.00

Adult Signature Required \$ 0.00

Adult Signature Restricted Delivery \$ 0.00

Postage \$ 10.55

Total Postage and Fees \$ 14.85

Sent To **Rickards**
 Street and Apt. No., or PO Box No. **9202 Fanchon Dr.**
 City, State, ZIP+4® **Zionville, In. 46077-9107**

Postmark Here

03/19/2021

PS Form 3800, April 2018 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0700 0002 1490 2527

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

Priority Mail® TX 78801

Certified Mail Fee \$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 2.80

Return Receipt (electronic) \$ 0.00

Certified Mail Restricted Delivery \$ 0.00

Adult Signature Required \$ 0.00

Adult Signature Restricted Delivery \$ 0.00

Postage \$ 10.55

Total Postage and Fees \$ 14.85

Sent To **G. Mack**
 Street and Apt. No., or PO Box No. **698 W. Fannin St.**
 City, State, ZIP+4® **Uvalde, TX 78801-3200**

Postmark Here

03/19/2021

PS Form 3800, April 2018 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0700 0002 1570 4854

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

Priority Mail® CO 81224

Certified Mail Fee \$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 2.80

Return Receipt (electronic) \$ 0.00

Certified Mail Restricted Delivery \$ 0.00

Adult Signature Required \$ 0.00

Adult Signature Restricted Delivery \$ 0.00

Postage \$ 10.55

Total Postage and Fees \$ 14.85

Sent To **W. Coburn**
 Street and Apt. No., or PO Box No. **POB 901**
 City, State, ZIP+4® **Crested Butte, 81224**

Postmark Here

03/19/2021

PS Form 3800, April 2018 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0700 0002 1570 4809

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

Priority Mail® CO 81224

Certified Mail Fee \$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 2.80

Return Receipt (electronic) \$ 0.00

Certified Mail Restricted Delivery \$ 0.00

Adult Signature Required \$ 0.00

Adult Signature Restricted Delivery \$ 0.00

Postage \$ 10.55

Total Postage and Fees \$ 14.85

Sent To **Hemmingb. Progo uc**
 Street and Apt. No., or PO Box No. **359 Vingo Tinto Lane**
 City, State, ZIP+4® **Palmerade Co. 81826-9579**

Postmark Here

03/19/2021

PS Form 3800, April 2018 PSN 7530-02-000-9047 See Reverse for Instructions

USPS Certified Mail Receipts for Sally Kuisle/ Laurel St. Vacation in Tin Cup

Tracking Number: 70190700000214902527

R

Status

Your item was delivered to an individual at the address at 3:32 pm on August 25, 2021 in UVALDE, TX 78801.

✓ Delivered, Left with Individual

August 25, 2021 at 3:32 pm
UVALDE, TX 78801

Get Updates ▾

Delivered

G. Mack

Tracking Number: 70190700000215704809

R

Status

Your item has been delivered to an agent for final delivery in PALISADE, CO 81526 on August 21, 2021 at 3:59 pm.

✓ Delivered to Agent for Final Delivery

August 21, 2021 at 3:59 pm
PALISADE, CO 81526

Get Updates ▾

Delivered to Agent

Riegers

Tracking Number: 70190700000215704854

Status

Your item was delivered at 1:47 pm on August 24, 2021 in CRESTED BUTTE, CO 81224.

✓ Delivered

August 24, 2021 at 1:47 pm
CRESTED BUTTE, CO 81224

Coburns

Tracking Number: 70190700000215704861

Status

Your item was delivered at 12:45 pm on August 23, 2021 in MEXIA, TX 76667.

✓ Delivered

August 23, 2021 at 12:45 pm
MEXIA, TX 76667

Jacksons

Tracking Number: 70190700000215704793

Status

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

In Transit to Next Facility

August 30, 2021

Rickards, I have email

them the packet of information, since this is still in transit.

Payment Receipt Confirmation**Your payment was successfully processed.****Transaction Summary***Receipt Confirmation*

Description	Amount
Gunnison County Public Works Transaction	\$500.00
Service Fee	\$12.02
TOTAL	\$512.02

Transaction Detail*The following amounts will be remitted back to the agency.*

SKU	Description	Unit Price	Quantity	Amount
1200 002	Miscellaneous - Street Vacation Fee	\$500.00	1	\$500.00
	Service Fee	\$12.02		\$12.02
			Total	\$512.02

This online service is provided by a 3rd party working in partnership with the state of Colorado. The price includes a service fee of \$.75 plus 2.25% of the order total for credit card payments or \$1 for electronic check payments.

Customer Information

Customer Name	Sally Kuisle	Receipt Date	9/1/2021
Local Reference ID	0c14ac4d-9eee-41da-a8ad-eb5323e08825	Receipt Time	04:22:58 PM MDT

Payment Information

Payment Type	Credit Card	Credit Card Num...	*****5100
---------------------	-------------	---------------------------	-----------

Marlene Crosby

From: Marlene Crosby
Sent: Friday, October 8, 2021 2:43 PM
To: 'Roger Sauerhagen'
Subject: Eugene Rickard

Good Afternoon Roger,

At our meeting at the Courthouse Eugene Rickard said he did not receive a certified letter about the street vacation. In my last e-mail I forgot to tell you that I checked the file and there is a receipt for a certified mail to:

Rickards
9202 Fanchon Drive
Zionsville, IN 46077-9107

I am assuming they have received it by now.

Thank you,
Marlene

Street Vacation Checklist PWD Review

#1.	Public Notice	Work with Admin & set Public Hearing Date & Time		
		(2x in local newspaper)	<input checked="" type="radio"/> Yes	No N/A
		County Website	Yes	No <input checked="" type="radio"/> N/A
		Notice to Utility Companies	<input checked="" type="radio"/> Yes	No N/A
		Notice to County Departments	<input checked="" type="radio"/> Yes	No N/A
#2	Compliance with <u>Road Standards</u> Section 2.9.2			
2-1	Compliance with C.R.S. 43-2-301 et.seq		<input checked="" type="radio"/> Yes	No N/A
2-2	Consistency with comp plan		Yes	No <input checked="" type="radio"/> N/A
2-3	Restricts or makes difficult access to any parcel		Yes	<input checked="" type="radio"/> No N/A
2-4	Disruptive to existing travel modes See Map labeled 3-4 for existing travel routes <i>Access via Walnut to 10th</i>		Yes	<input checked="" type="radio"/> No N/A
2-5	Changes conditions in traffic or development plans		Yes	<input checked="" type="radio"/> No N/A
2-6	Anticipates changes or conditions in traffic or developments		Yes	<input checked="" type="radio"/> No N/A
2-7	Adverse impacts to natural environment		Yes	<input checked="" type="radio"/> No N/A
2-8	Impacts to community needs		Yes	<input checked="" type="radio"/> No N/A
2-9	Impact on <input checked="" type="radio"/> public health, safety or welfare <i>positive impact</i>		<input checked="" type="radio"/> Yes	No N/A
2-10	Conflicts with other established County roads or public Roads under County jurisdiction		Yes	<input checked="" type="radio"/> No N/A
2-11	Increased risk to emergency services personnel		Yes	<input checked="" type="radio"/> No N/A
2-12	Benefits outweigh detriments		<input checked="" type="radio"/> Yes	No N/A

2-13 Public Benefits (may include a benefit not on this list)

Lot Cluster Hummingbird 1996 Kuisle – Concurrent	Yes	No	N/A
OWTS build or improvement	Yes	No	N/A
E-mail documenting use of the street provides the only viable Alternative for compliant septic system.			
Increased safety of route	Yes	No	N/A
Unbuildable route	Yes	No	N/A
Unreasonable scar on landscape	Yes	No	N/A

2-14 Impacts on maintenance of structures deemed Necessary by the County	Yes	No	N/A
--	-----	----	-----

Correspondence

Ted Walker 2

Lyle Rieger

Ameriaan Mtn.

HOA President(s)

Roger Sauerhagen

Ginger Riffel

2.9 Deletions from the Road System

2.9.1 Abandonment

- A. Abandoned State Highway. When a portion of a state highway is relocated and, because of such relocation, a portion of the route as it existed before such relocation is, in the opinion of the State Transportation Commission, no longer necessary as a State Highway, such portion shall be considered as abandoned. If it appears that the abandoned portion is necessary for use as a public highway, street or road, or other public purpose the abandoned portion shall become a County road, upon adoption of a resolution to that effect by the Board. Such resolution shall be adopted within ninety days after such abandonment. If the portion of the road is not needed for a public purpose, title to it shall revert to the owners of the land through which such abandoned portion may lie subject to the provisions of state law.
- B. Abandoned County Roads. A County road shall be abandoned only when a portion of the County Road System is relocated and because of such relocation a portion of the route as it existed before such relocation is, in the written and recorded opinion of the Board, or no longer needed for a public purpose; in such a case, such portion shall be considered as abandoned, and title to it shall revert to the owners of the land through which such abandoned portion may lie, subject to the provisions of state law.

2.9.2 Policy and Procedures Regarding Vacation of County Road or Public Road Under County Jurisdiction

A. Purpose.

The purpose of this section is to establish standards and a uniform process by which the Board will act on request to vacate a county road or public road under county jurisdiction.

It is the intent of the Board in adopting this section to exercise the Board's authority pursuant to, among other statutes, C.R.S. 43-2-301 et. seq.

On occasion, vacation of all or a portion of a county road or public road under county jurisdiction may be warranted due to specific circumstances or changes in traffic or development patterns. In those limited circumstances, the Board has discretion, but no obligation, to vacate all or a portion of a county road or public road under county jurisdiction. No such road shall be vacated so as to leave any parcel adjoining such road without an established public road connecting said parcel with another established public road.

The applicant for a vacation shall bear the burden to prove to the Board that the request meets the criteria of C.R.S. 43-2-301 et. seq. and these Standards and Specifications.

This wisdom of granting a vacation is a matter committed to the discretion of the Board and is not controlled by any one factor. In determining whether to grant a request to vacate all or a portion of a county road or public road under County jurisdiction, the Board of shall consider the following criteria:

1. Requirements of C.R.S. 43-2-301 et. seq.;
2. Consistency with any comprehensive plan adopted by Gunnison County;
3. Vacation shall not restrict access to any parcel so that access is unreasonably difficult or costly;
4. Not disruptive to existing travel modes;
5. Changed conditions in traffic or development patterns;
6. Anticipated conditions in traffic or development patterns;
7. No adverse impact to natural environment;
8. Community needs;
9. Public health, safety and welfare;
10. No conflict with other established County roads or public roads under County jurisdiction;
11. No increased risk to emergency services personnel;
12. Benefits outweigh detriments;
13. Public benefits; and
14. Effect on maintenance of structures deemed necessary by the County.

2016 Colorado Revised Statutes

Title 43 - Transportation

Highways and Highway Systems

Article 2 - State, County, and Municipal Highways

Part 3 - Vacation Proceedings: Roads, Streets, and Highways

§ 43-2-303. Methods of vacation

Universal Citation: CO Rev Stat § 43-2-303 (2016)

(1) All right, title, or interest of a county, of an incorporated town or city, or of the state or of any of its political subdivisions in and to any roadway shall be divested upon vacation of such roadway by any of the following methods:

(a) The city council or other similar authority of a city or town by ordinance may vacate any roadway or part thereof located within the corporate limits of said city or town, subject to the provisions of the charter of such municipal corporation and the constitution and statutes of the state of Colorado.

(b) The board of county commissioners of any county may vacate any roadway or any part thereof located entirely within said county if such roadway is not within the limits of any city or town.

(c) If such roadway constitutes the boundary line between two counties, such roadway or any part thereof may be vacated only by the joint action of the boards of county commissioners of both counties.

(d) If said roadway constitutes the boundary line of a city or town, it may be vacated only by joint action of the board of county commissioners of the county and the duly constituted authority of the city or town.

(2) (a) No platted or deeded roadway or part thereof or unplatted or undefined roadway which exists by right of usage shall be vacated so as to leave any land adjoining said roadway without an established public road or private-access easement connecting said land with another established public road.

(b) If any roadway has been established as a county road at any time, such roadway shall not be vacated by any method other than a resolution approved by the board of county commissioners of the county. No later than ten days prior to any county commissioner meeting at which a resolution to vacate a county roadway is to be presented, the county commissioners shall mail a notice by first-class mail to the last-known address of each landowner who owns one acre or more of land adjacent to the roadway. Such notice shall indicate the time and place of the county commissioner meeting and shall indicate that a resolution to vacate the county roadway will be presented at the meeting.

(c) If any roadway has been established as a municipal street at any time, such street shall not be vacated by any method other than an ordinance approved by the governing body of the municipality.

(d) If any roadway has been established as a state highway, such roadway shall not be vacated or abandoned by any method other than a resolution approved by the transportation commission pursuant to section 43-1-106 (11).

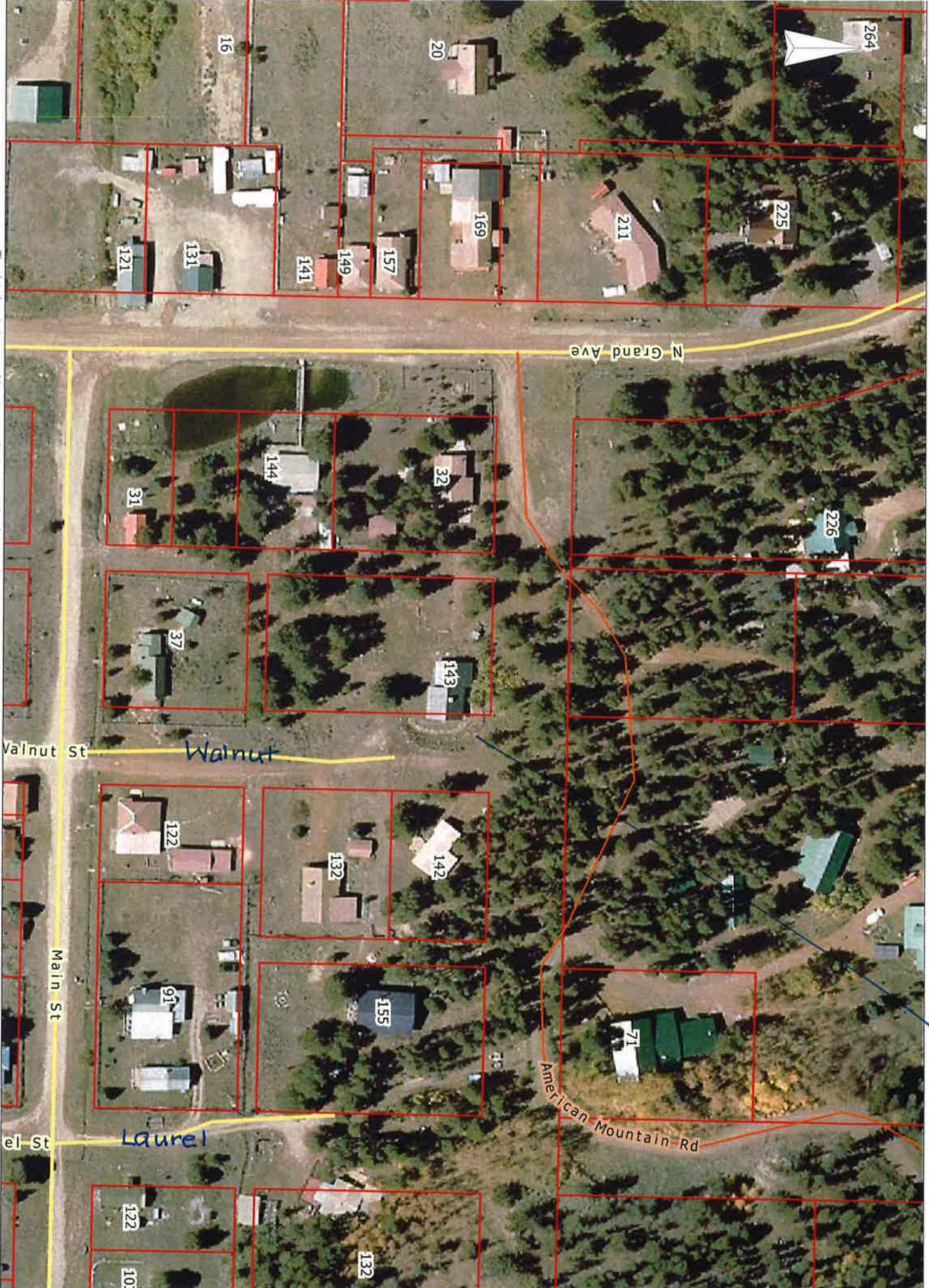
(e) Paragraphs (b), (c), and (d) of this subsection (2) shall not apply to any roadway that has been established but has not been used as a roadway after such establishment.

(f) If any roadway is vacated or abandoned, the documents vacating or abandoning such roadway shall be recorded pursuant to the requirements of section 43-1-202.7.

(3) In the event of vacation under subsection (1) of this section, rights-of-way or easements may be reserved for the continued use of existing sewer, gas, water, or similar pipelines and appurtenances, for ditches or canals and appurtenances, and for electric, telephone, and similar lines and appurtenances.

(4) Any written instrument of vacation or a resubdivision plat purporting to vacate or relocate roadways or portions thereof which remains of record in the counties where the roadways affected are situated for a period of seven years shall be prima facie evidence of an effective vacation of such former roadways. This subsection (4) shall not apply during the pendency of an action commenced prior to the expiration of said seven-year period to set aside, modify, or annul the vacation or when the vacation has been set aside, modified, or annulled by proper order or decree of a competent court and such notice of pendency of action or a certified copy of such decree has been recorded in the recorder's office of the county where the property is located.

Disclaimer: These codes may not be the most recent version. Colorado may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.



Map 3-4

Alternate Access

264

225

211

169

20

157

149

141

16

131

121

N Grand Ave

226

32

144

31

37

143

Walnut St

Walnut

122

132

142

91

155

71

American Mountain Rd

el St

Laurel

122

100

132

LOT CLUSTER AGREEMENT AND DECLARATION

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made this December 19, 1996 by and between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County") and James R. & Cheryl D. Rieger (jointly and severally) (hereinafter "Owner"). Mathews

RECITALS:

1. The undersigned (are) the owner of the following described properties:

Lots 1 thru 7 Block 13 TOWN of Tincup

2. As a legally valid condition of approval by Gunnison County of the _____ is legally sufficient and valuable consideration for this Agreement, Gunnison County and Owner desire to create a single parcel of the above described properties.

NOW, THEREFORE, it is agreed that:

1. Gunnison County and Owner, on behalf of themselves, their heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the Gunnison County Land Use Resolution.
2. This Agreement does not independently change or amend any fee, assessment or charge regarding any service to such real property.
3. This Lot Cluster Agreement And Declaration is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity.
4. This Agreement and Declaration shall not have effect until it is recorded, at the cost of the applicant, with the Clerk and Recorder of Gunnison County. Gunnison County. Upon recording, applicant shall file a copy of the recorded document with the Gunnison County Attorney's office.

Date: _____

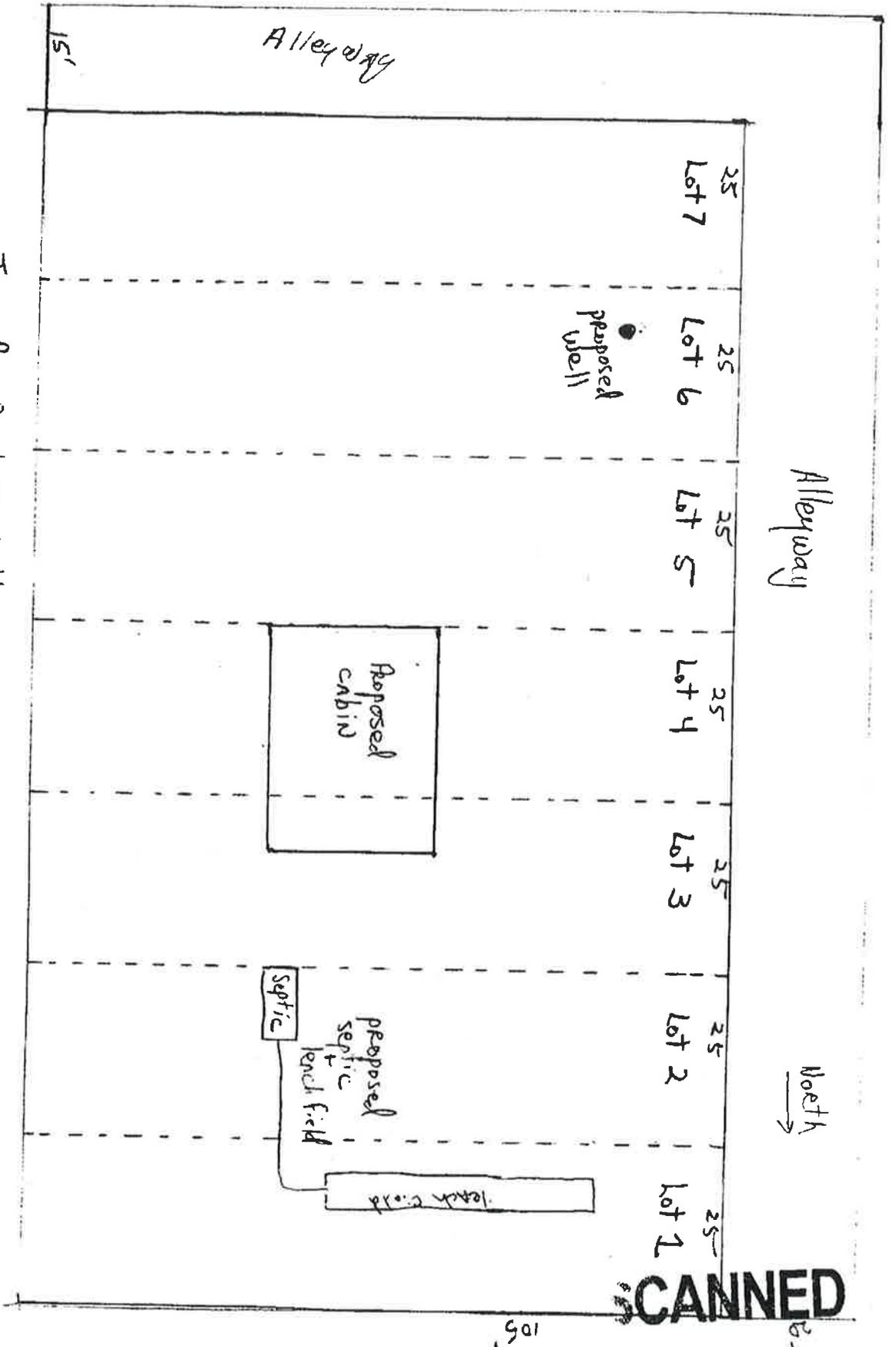
Date: 9/18/96

Date: _____

Owner
Lyle Rieger Cheryl D Rieger
Owner

Lien Holder

ANNEXED



James R + Creole T Mathews and Lyle D + Cheryl D Riegler
 Lots 1 thru 7 Block 13 Town of Tincup Colorado
 Cluster all lots and unclerk all lot boundary lines (AttHod)

9/19/16 Kyle D Riegler

Total area: 18,375 square feet

11. Attach to this Application a plat map, on 8.5 x 11 inch paper, with a scaled drawing of:

- a. exterior lot lines for all parcels described in #4 above;
- b. all existing and proposed structures, wells, leach fields, utility lines, ditches and easements;
- c. boundary line which is to be vacated between parcels.
- d. If the parcel is located within a platted Townsite or subdivision, indicate on the drawing as to the date and actual book and page as recorded in the Gunnison County Clerk and Recorders Office.

Each undersigned Applicant, for themself, their heirs, successors, personal representatives and assigns, declares an intention to combine the parcels described in #4 above into one parcel to be maintained as one new integrated parcel and single building lot and further declares an intention that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged, encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the Gunnison County Land Use Resolution. The above declaration is for the benefit of Gunnison County, Colorado and shall run with the land in perpetuity.

Date: 9/24/96 Juan R. Matthews Carole J. Matthews
Applicant

Date: 9/18/96 Sylvia Rain Cynthia Rain
Applicant

Date: 11/24/96 David Baumgarten
Gunnison County Attorney

Date: 11-21-96 Bob [Signature]
Gunnison County Building
Inspector

Date: 11-21-96 Jeanne Will
Gunnison County Planning
Director

FEE: \$25.00

SCANNED

Marlene Crosby

From: Sara Bergstrom <sara.bergstrom@scjalliance.com>
Sent: Thursday, September 16, 2021 2:25 PM
To: Marlene Crosby
Cc: Sally Kuisle
Subject: Kuisle On-site Wastewater Treatment System
Attachments: OWTS Site and System Details-Kuisle stamped.pdf

[EXTERNAL SENDER - USE CAUTION]

Marlene,
??

Attached is the Site Plan for the proposed Kuisle septic system. You will see where the proposed installation location is directly in the 60' ROW of Laurel St. **This was the only viable location as we need to be 100' off the existing well and there are hillsides to the north and east which prohibited installation of the system in other areas of the property.** Sally will be submitting for the septic permit this week. I just wanted to let you know about the existing site constraints/limitations.

Please contact me if you have any questions.

Thank you,

Sara

??

??

The Williams Engineering team is now a part of SCJ Alliance, a professional services firm specializing in civil engineering, planning, transportation, and landscape architecture.

??

Sara Bergstrom

SCJ Alliance

Project Engineer

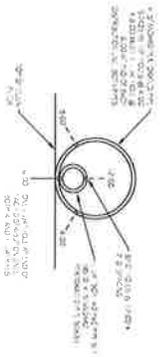
www.scjalliance.com

970.641.2499

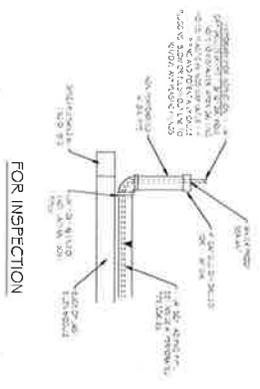
??

This communication may contain privileged or other confidential information. If you have received it in error, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you.

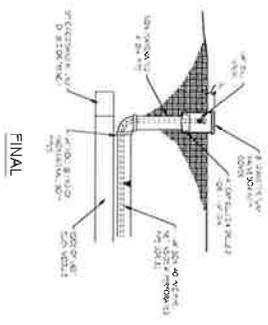
??



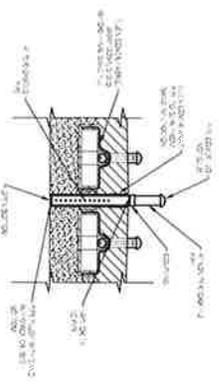
DETAIL B
SCALE: N.T.S.



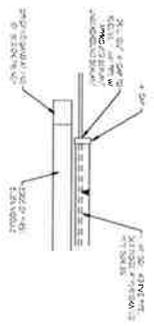
FOR INSPECTION



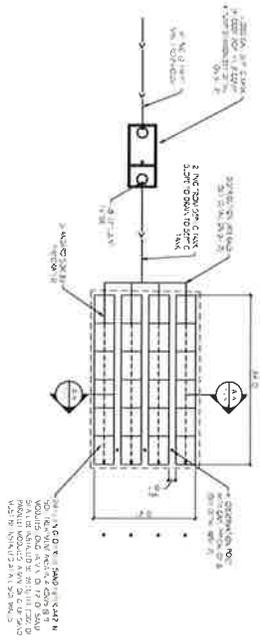
FINAL



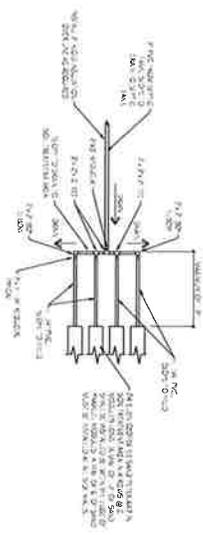
DETAIL D
SCALE: N.T.S.



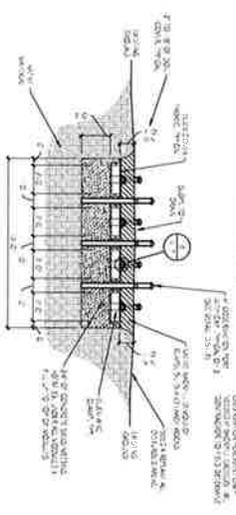
DETAIL E
SCALE: N.T.S.



SOIL TREATMENT AREA
SCALE: 1/8" = 1'-0"



DISTRIBUTION LATERAL
SCALE: N.T.S.



SECTION AA
SCALE: 1/4" = 1'-0"

	ENGINEER'S STAMP S 1.2	KUISLE, SALLY TOWN OF TINCUP 132 LAUREL ST., TINCUP LOT 18-24 BLOCK 140 46 ACRES PARCEL #3427-074-13-002 ACCT. R007739 GUNNISON COUNTY, COLORADO	ON-SITE WASTEWATER TREATMENT SYSTEM		SHEET NO. 215 OF 215 DATE: 11/15/2023
	PROJECT NO. 215 DRAWN BY: [Name] CHECKED BY: [Name] DATE: 11/15/2023	1800 WEST MAIN STREET, GUNNISON, COLORADO 81030 TEL: 970.240.1000 FAX: 970.240.1001 WWW.SCJALLIANCE.COM	1800 WEST MAIN STREET, GUNNISON, COLORADO 81030 TEL: 970.240.1000 FAX: 970.240.1001 WWW.SCJALLIANCE.COM	1800 WEST MAIN STREET, GUNNISON, COLORADO 81030 TEL: 970.240.1000 FAX: 970.240.1001 WWW.SCJALLIANCE.COM	1800 WEST MAIN STREET, GUNNISON, COLORADO 81030 TEL: 970.240.1000 FAX: 970.240.1001 WWW.SCJALLIANCE.COM

Marlene Crosby

From: T Walk <tincupwalker@gmail.com>
Sent: Friday, October 8, 2021 12:11 PM
To: Marlene Crosby
Subject: Laurel vacate comment #2

[EXTERNAL SENDER - USE CAUTION]

Marlene-

Ted Walker here. I have been looking on the assessor website at the GIS data/map and it has raised a few questions pertinent to the Kuisle request to vacate Laurel for a septic repair (which I support), since the American Mountain arguments were about pedestrian access.

#1 It appears to me all 3 of the gates on American Mountain road are actually on 10th street, and should be moved or removed.

#2 Many non-vacated PUBLIC roads on American Mountain are no longer accessible to Tin Cup residents since they have placed a locked gate across the road below. Tin Cup residents should not be deprived of access to these public roads. I request this situation be remedied with removal of the locked gate on American Mt road.

#3 In the last few years, several law enforcement entities have not been able to drive up AM rd due to this locked gate, including the USFS following smoke for a potential fire, and CPW investigating reports of salt blocks.

Ted Walker

Marlene Crosby

From: T Walk <tincupwalker@gmail.com>
Sent: Saturday, September 18, 2021 8:03 AM
To: Marlene Crosby
Subject: Kuisle's Laurel St vacation

[EXTERNAL SENDER - USE CAUTION]

Marlene-

By way of introduction I am a 16 year property owner in Tin Cup. I was unable to attend the public hearing regarding the Kuisle request to vacate Laurel street to install a proper septic system, but watched it today via recording.

I support the Kuisles and find them responsible citizens willing to invest large capital amounts to rectify an improperly installed leachfield from many years ago. I fully support the vacation of Laurel street to help accomplish this goal. There are at least two wells negatively affected by the existing leachfield.

I want to note that some statements from the American Mountain people were inaccurate and slightly deceptive, in that the platted Laurel street cannot be hiked as it is nearly vertically impossible, and the current "private road" is adequate access for vehicles and pedestrians.

I would also like to remind the BOCC that the "private road" to American Mountain is gated off and NO Tin Cup residents may access the many streets up there. Several of the American Mtn residents present at the hearing have walked down through private property even after being requested not to do so.

I intend to attend the next public hearing if my schedule permits, but want the BOCC to continue to advance ancient septic systems and problems and would support a waiver granted to the Kuisles if the necessary dimensions are too tight.

Please forward to all BOCC members and permission hereby granted to include this letter in the public debate or record.

Ted Walker
107 Main St
Almont, CO (Tin Cup)
303-941-1172

September 25, 2014

Commissioner Jonathan Houck
Gunnison County Commissioner
421 North Boulevard
Gunnison, CO 81230

RE: AMHA Property Access

Dear Commissioner Houck,

I am president of the American Mountain Homeowners Association (AMHA) within Tincup, Colorado. We are an association that presently has seven lots with cabins on properties as well as other undeveloped parcels within our boundaries. As president, part of my duties is to insure that access is maintained to all property owners. Access is gained from County property within Tincup to a private road system maintained by the AMHA. The streets owned by the County within Tincup that could directly affect AMHA's access are Road 765, Tenth Street, Laurel Street and Walnut Street.

Specifically I am requesting that AMHA, with the president as the contact for the association, be notified if any activity or action is requested or contemplated that would affect the four streets listed above in any way. This could include such things as: request for vacation by adjacent property owners, street closures, selling or modifying the bounds of the streets rights-of ways, etc.

It is our request that this letter stay on file and be accessible those departments and individuals within the County should anything come up as described above. We sincerely thank you for honoring this request. Please feel free to contact me if you need anything further or have questions.

I may be contacted at the following:

E-mail:

gingrif@gmail.com

Summer address:

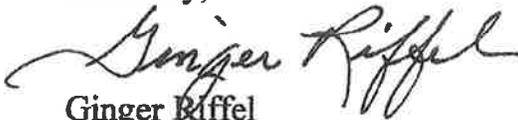
228 American Mountain Road

TinCup, CO 80121(970) 641-314Or Winter Address:65777 E Mesa Ridge CT

Tucson, AZ 85739

(520) 818-0774

Sincerely,



Ginger Riffel

President, American Mountain Homeowners Association

Marlene Crosby

From: Lyle Rieger <lylerieger@aol.com>
Sent: Thursday, September 16, 2021 12:44 PM
To: Marlene Crosby
Cc: bigsal100@yahoo.com; cherylrieger@aol.com
Subject: Kuisle OWTS application and Vacation of Laurel Street Tincup, CO

[EXTERNAL SENDER - USE CAUTION]

Hello Marlene,

We are the owners and managers of Humming Bird Properties, LLC that is on the west side of Laurel Street between Main and 10th. We were unable to attend or join via Zoom the County Commissioners meeting on 9/7/2021. We were able to view the meeting on line and we are confused as to the objection of the closing of Laurel Street. The current septic system and leach field was installed in the 1970s by Hap Channel and Roy Cranor. This system was installed with the septic tank in Laurel Street and the leach field continuing on our property. This current leach field is 53 feet from the well servicing the home on Walnut Street and 55 feet from the well serving the home on Laurel Street. This creates an environmental and safety issue for both homes.



This is the leach file that goes under the deck of the home on Humming Bird Properties, LLC on Laurel Street. This picture shows the difference in vegetation (daisies) where the leach field terminates and dry grass.

We are confused with the concern of the American Mountain Homeowners Assoc. on why they would object to the vacation of Laurel Street for pedestrian access. Laurel Street has never been used for pedestrian access due to the Aspen Grove and the steep and rocky climb on the north side where Laurel intersects with Tenth Street. This steep embankment and rocky conditions is due to the development of American mountain road. As long as we have owned this property, we have never witnessed pedestrians using Laurel Street from Main Street through to Tenth Street or American Mountain Road. In any emergency situation, neighbors are welcome to use our property as needed.



This is Laurel Street looking north. Laurel Street is on the right of the Blazer and goes directly into the dense Aspen Grove.



This is the steep and rocky grade where Laurel Street intersects with Tenth Street. You can see American Mountain Road in the upper portion of the picture. There is obviously no reasonable access here. This would also not be used for utility (fiber optic cable) placement.

Thank you Marlene, hopefully this will shed some light on why this is an important environmental and health issue and not an issue of public access.

Lyle W Rieger and Cheryl D Rieger
Humming Bird Properties, LLC
359 Vino Tinto Ln
Palisade, CO 81526
303-674-5052 Office
303-880-3105 Cell

9/7/2021

Comments by the American Mountain Homeowner's Association (AMHA)

RE: PETITION TO VACATE A PORTION OF LAUREL STREET IN THE TOWN OF TINCUP, COLORADO

Comments by Roger Sauerhagen, President of AMHA on behalf of the AMHA

INTRODUCTION/OUR RELEVANCY

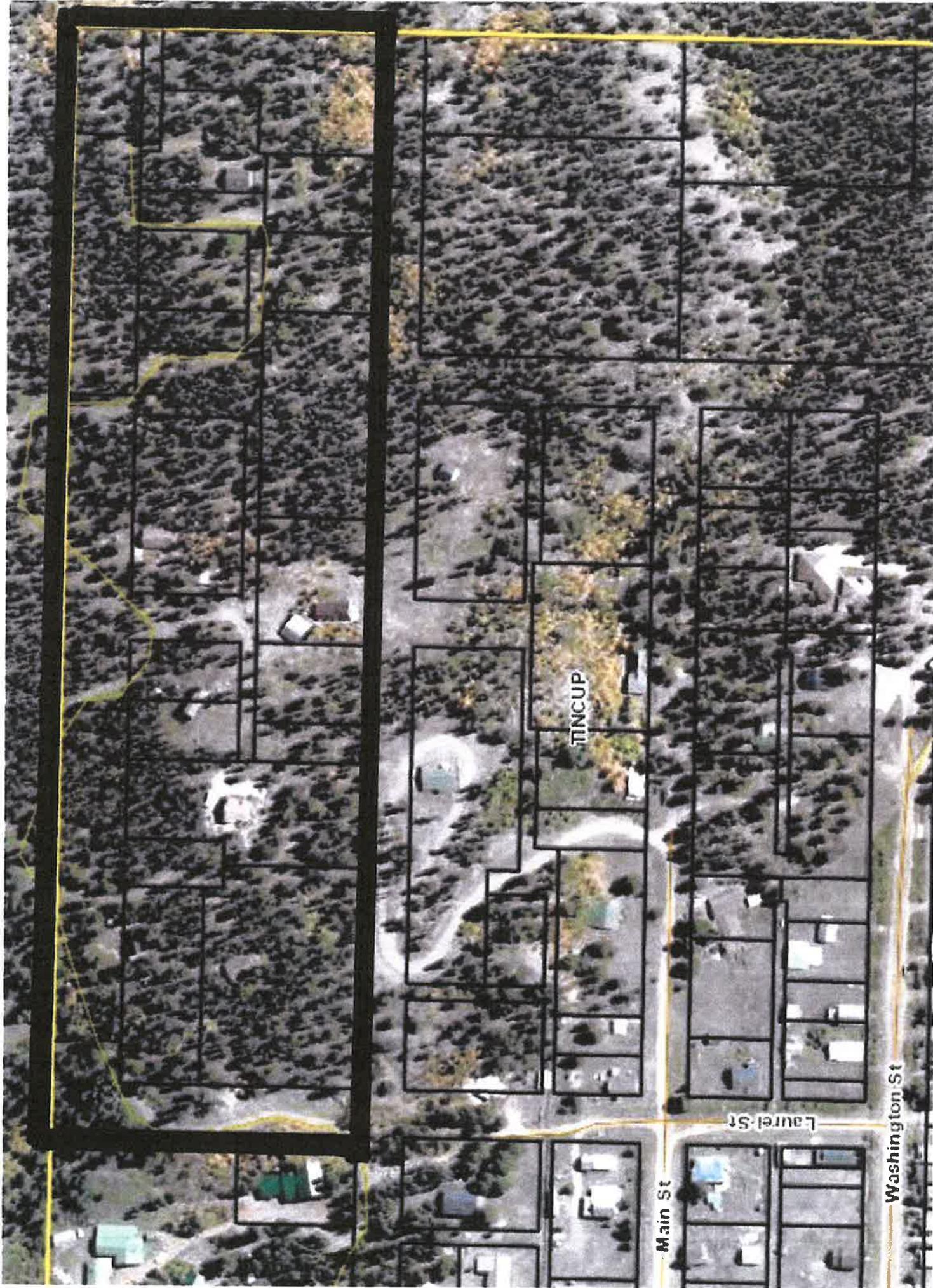
- AMHA is an association representing 15 property owners in Tincup, 7 of the properties have cabins that are actively used summer and winter. Owners of 4 of those properties are in attendance today. The properties total approximately 13.5 acres.
- The overview map shows the associations boundaries' relative to other Tincup properties. The only access to AMHA properties is at the southwest corner which is adjacent to the proposed property to be vacated.
- Our present vehicular access is on Tenth Street and through private property (enlarged map).
- Our only non-vehicular public access is from Tenth St. and Laurel St. If this section of Laurel Street is vacated, it would prevent (or inhibit or another word) its use for pedestrian and other public access, new utility services such as high speed internet or upgrades to existing utilities.

RESPONSES TO THE POLICY AND PROCEDURES REGARDING VACATION OF COUNTY OR PUBLIC ROAD UNDER COUNTY JURISDICTION

- It is our understanding that the criteria from Section 2.9.2 of the County Road and Bridge Standards for New Construction is used to evaluate if vacation is warranted. We take exception to several of the comments submitted by Public Works recommending approval of this vacation:
- #3 – We disagree that the term “access” in this point and elsewhere refers to vehicular access only. We believe “access” should also include pedestrian, hiking, utilities including new services such as high-speed internet and potential other uses. Should the vacation occur, a broader view of access would be restricted.
- #4 –Travel modes (pedestrian) are presently disrupted (there is a padlocked gate and fence across Laurel St.) and would continue to be disrupted in the future.
- #8 - Community needs – again potential impact to pedestrian and utility access. Pine Street has been previously closed and now the final non-vehicular access to AMHA properties would be closed if this portion of Laurel Street is vacated.
- #9 – We do not understand the relevancy of an individual clustering lots and designing a private septic system by requesting to obtain public property (ROW). This is a dangerous precedent of permitting public property being used to solve a private property owner's problems.
- #12 – We disagree as it seems the benefits are primarily to two property owners at the expense of the public loss of potential use in the future.
- #13 – We are not clear on the individual's septic system problem, but again this vacation should not be used to solve this problem. Also, to say that fixing one septic system is a significant public benefit is anecdotal and not really provable. Is the County now responsible for fixing other similar problems in town?

SUMMARY OF POINTS

- AMHA has no plans or desires to build a road along this portion of Laurel Street, however, we want to maintain as many **options** for the public land in the future
- The view in the recommendations and evaluation of the use of a public street should be **broader** than simply vehicular access and public access should be maintained now and in the future.
- Public roads and rights of way should not be used to solve **private landowner's problems**.
- We see **benefit** directly to two property owners and not to the general public.
- The septic issue in this instance is a **PRIVATE Problem seeking a PUBLIC Solution**.
- To quote from 2.9.2, “In those limited circumstances, the Board has discretion, but no obligation, to vacated all or a portion of a county road or public road under county jurisdiction.” We don't feel the standards for vacation have been met and we **recommend denial**.



TINCUP

Main St

Laurel St

Washington St



AMHA
PROPERTY

American Mountain Rd
(present access)

10th STREET

WALNUT ST

LAUREL ST

Main St

N Grand Ave

Marlene Crosby

From: Roger Sauerhagen <rdsauerhagen@gmail.com>
Sent: Monday, October 18, 2021 4:28 PM
To: Marlene Crosby
Subject: Portfolio for October 19, 2021 - Laurel St. Vacate
Attachments: Possible Trail to Laurel St.pdf

[EXTERNAL SENDER - USE CAUTION]

Marlene-

Late Friday we downloaded the Portfolio for the October 19, 2021 BOCC meeting. We see that the County Attorney has noted that the purpose of the meeting is to continue the hearing until November 2, 2021. Again thank you for letting us know this was to occur. There are several issues on which we would like to comment.

First, several comments and items were added to the Kuisle Vacate issue. We were surprised to not find my email and sketch relating to potential pedestrian usage and access to Laurel Street. This sketch was sent directly to the commissioners. Perhaps I should have copied you but I was trying to answer questions asked directly of me at the hearing by the commissioners. The email was sent with the sketch September 13, 2021. The sketch has been attached to this email to ensure that you have a copy.

Walker Comments of September 18, 2021:

We do not feel American Mountain's statements were "inaccurate and slightly deceptive". Several points:

-Laurel Street CAN easily be hiked to 10th Street. Reference the attached sketch and the email of September 13, 2021 described above.

-The reason that the "private road" is gated off is because it is a "private road" as opposed to a public road and is maintained by AMHA at considerable expense.

Walker Comments of October 8, 2021 (For all of these comments, we are not sure what relevance this has to the Laurel St. vacation but we'll respond anyway) :

#1 - The "east" gate may or may not be on 10th Street. A survey would need to be done to determine. In any case the gate has not been used in many, many years. The "middle" gate has been in place for many years (no one can remember) and would probably be partially in the ROW, however, it also has not been used in many years. The west gate has been in place since 1975 when the "private road" was built on private property by the original developer (according to Rich Riffel who was involved with the process). It serves three other properties in addition to AMHA. A survey done by an adjacent property owner indicated that the gate was NOT IN 10TH St. More importantly, this gate is not owned by AMHA. It is owned by the adjacent property owner. We do have a lock (one of several for several owners beyond the gate) which allows us to use this private property. The gate is only locked when no one is in (during the winter) for obvious security issues.

#2 - There are NO PUBLIC roads on American Mountain. All roads north of 10th St. and east of Laurel St. were deeded to AMHA in the late 1960's or early 1970's as part of an agreement between the County and the developer. ALL of American Mountain including the original platted roads are private. The roads on American Mountain are maintained by AMHA and we treat it as private property.

#3 - We know of no instances where access was denied to law enforcement or USFS entities. Again, the gate is not locked (it may be closed to restrict livestock or errant ATVers) unless there are no homeowners present in

AMHA cabins (winter) when it would be locked. Even during the winter, the properties and electrical services have been accessed by GCEA as needed.

Reiger Comments of September 16, 2021:

-While there is a steep embankment at the intersection of 10th and Laurel St., the embankment can easily be bypassed by jogging to the west 50-75 feet. Again see attached sketch. The aspen grove has little impact on being able to be used as a pedestrian path.

Please share these comments with the Commissioners and include them as part of the public record. This would include the Portfolio for the November 2 and any future meetings discussing this Laurel St. vacation.

Marlene, to be honest with you, this all seems to be more complicated than we think it should be. At this point, all we are asking is for simple pedestrian access through the properties. Just because this access on the ROW has not been utilized in the past, we still believe this should remain as an option for the town in the future. We also understand the septic dilemma and the desire to improve water quality in the town. Having said this, it seems that the solution that was utilized in the Washington St. vacation in Tincup in 2020 might be applicable in this case. In researching the Washington St. vacation, I believe this was an easement for the public for public access. This would give us pedestrian access, while at the same time allow flexibility for solving the septic problem which should be a win win for all concerned.

Please let me know your thoughts on the above paragraph and as always, please feel free to ask questions should they arise.

Thank You

Roger Sauerhagen
AMHA, President



Slight
Transition
to Road

American Mountain Rd

Relatively Flat Trail

Laurel St

Marlene Crosby

From: Sally Kuisle <bigsal100@yahoo.com>
Sent: Sunday, October 24, 2021 7:59 AM
To: Marlene Crosby
Subject: Re: Document from file
Attachments: IMG_4343.jpeg; TinCup_Block13_and_Block14_Topo_20211014_hillshade.pdf; Screen Shot 2021-10-24 at 7.53.04 AM.png

[EXTERNAL SENDER - USE CAUTION]

Good morning- I hope your vacation was restful.

I have not sent any paperwork yet, but could overnight a packet today.

Or is it okay for your office to highlight this survey & picture and hand them to the panel?

My surveyor shows that the section the Sauerhagans want to walk is at a 59.5% grade.

In looking at their proposed "walkway" they would have to come to the middle of present Laurel St. which is in the significant grade area. Why would they want to cling to the steep slope when they could just go west to Walnut St.?

Now, with a clear survey, it does not seem logical for me to grant them a "walkway" that is dangerous. Who would be liable for accidents?

I want to highlight the 59.5% grade mark.

The photograph shows the west side of Laurel St. going up 10th to meet the American Mt. corner.

Does this help?

Thanks so much,

Sally Kuisle

On Sunday, October 24, 2021, 07:11:07 AM MDT, Marlene Crosby <mcrosby@gunnisoncounty.org> wrote:

Hi Sally,

Please see attached. Your documents may show that there is not room for a trail through the aspens solely in the right-of-way.

Marlene

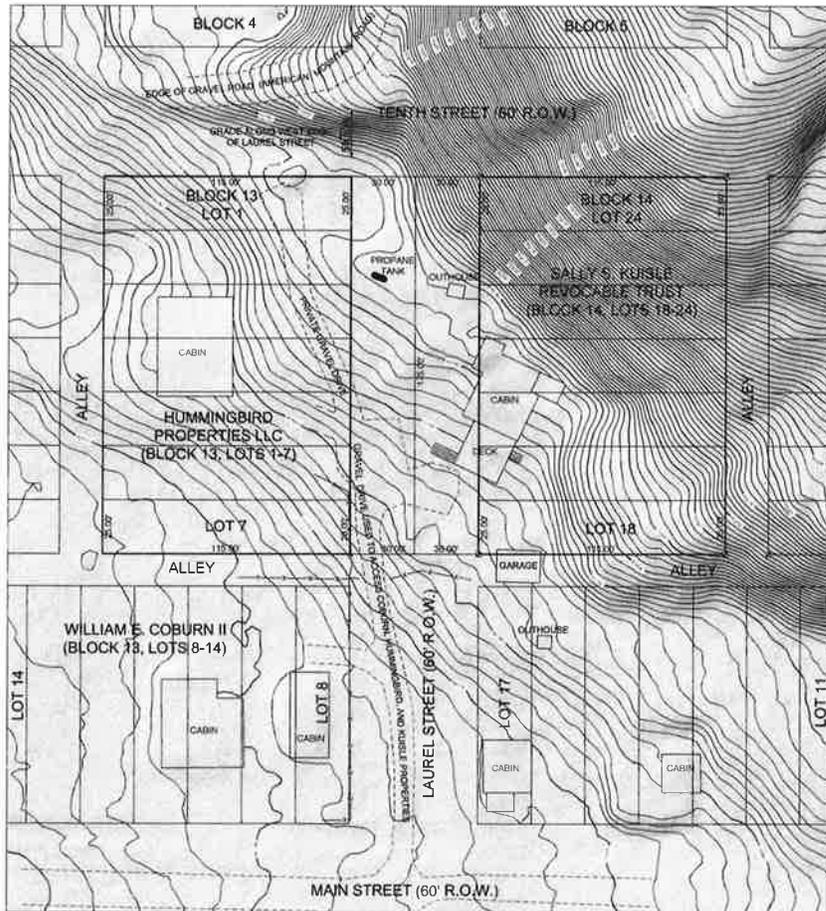
From: noreply@gunnisoncounty.org <noreply@gunnisoncounty.org>
Sent: Sunday, October 24, 2021 6:48 AM
To: Marlene Crosby <MCrosby@gunnisoncounty.org>
Subject: Scanned Document Attached

**TOPOGRAPHIC BOUNDARY
MAP**
FOR A PORTION OF
BLOCKS 13 & 14, TOWN OF TIN CUP
A PORTION OF
SECTION 7, T. 15 S., R. 81 W., 6TH P.M.
GUNNISON COUNTY, COLORADO



LEGEND

	10' CONTOUR INTERVAL
	5' CONTOUR INTERVAL
	1' CONTOUR INTERVAL
	1/4" SCALE BOUNDARY
	1/2" SCALE BOUNDARY
	1" SCALE BOUNDARY
	2" SCALE BOUNDARY
	4" SCALE BOUNDARY
	8" SCALE BOUNDARY



- NOTES**
- 1) The boundaries shown herein are based on record bearings and distances as shown on the Plat of the Town of Tin Cup recorded at Gunnison County Registrar #54312.
 - 2) Lot lines are assumed to follow natural bearings (e.g. - North, South, East and West) as shown.
 - 3) This map does not show setbacks or easements and does not purport to be a site search by North Valley Mapping.
 - 4) Contour interval is 1'.
 - 5) Contours were developed from a combination of LIDAR data and ground survey measurements.
 - 6) Elevation values are referenced to the North American Vertical Datum of 1988 (NAVD83).
 - 7) Contours are provided for planning purposes and should not be relied upon by a contractor.

SHEET 1 OF 1

NORTH VALLEY MAPPING
P.O. BOX 193
SAGUACHE, CO 81149

DATE	DRAWN BY	DRAFT	JOB NO.
10/14/2021	DMM	A	049-21001

TOPOGRAPHIC BOUNDARY MAP
FOR A PORTION OF
BLOCKS 13 & 14, TOWN OF TIN CUP
GUNNISON COUNTY, COLORADO



Marlene Crosby

From: Roger Sauerhagen <rdsauerhagen@gmail.com>
Sent: Monday, October 25, 2021 12:21 PM
To: Marlene Crosby
Subject: Re: Packet Addition
Attachments: Trail on Survey.pdf

[EXTERNAL SENDER - USE CAUTION]

Marlene-

Thanks for keeping us informed. See the attached sketch on the survey with a markup which clearly shows how one can easily walk 10th and Laurel Streets. This is the same route we showed on the aerial photograph previously. We are not proposing walking up the 59 degree slope. Easier and more direct than Walnut.

A couple of questions:

- Was my email of October 18 and sketch also added to the packet?
- Could this attached sketch of the trail on the survey please be added to the packet?
- What are the Countie's thoughts on treating this vacation as was done with the Washington St. vacation (easement for the public for public access) last year as brought up in the email of October 18?

Thank you.

Roger Sauerhagen
AMHA President

On Mon, Oct 25, 2021 at 10:32 AM Marlene Crosby <MCrosby@gunnisoncounty.org> wrote:

Good Morning,

I wanted to let you know that I just added this information to the Commissioner's packet.

Marlene

From: noreply@gunnisoncounty.org <noreply@gunnisoncounty.org>
Sent: Monday, October 25, 2021 9:55 AM
To: Marlene Crosby <MCrosby@gunnisoncounty.org>
Subject: Scanned Document Attached

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lot Cluster Agreement and Declaration; Sally S. Ku

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Revocable Trust of Sally S. Kuisle requests
Lot Cluster approval: Lot 18 through 24. Block 14. Town of Tincun

Fiscal Impact:

Submitted by: Beth Baker

Submitter's Email Address: bbaker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Application appears nominally sufficient, but Board may want to confirm with applicant on record -- no liens on subject properties. Perhaps more importantly, CAO understands cluster will not result in 1-acre lot to obtain OWTS permit and applicant would still need variance. This and Site Map suggests possible concern re whether land use meets community character standard LUR 5-103(A)(2). MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 10/28/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/29/2021

Consent Agenda Regular Agenda Worksession

Time Allotted: 5

Agenda Date: 11/2/2021



Date: September 16, 2021

RE: Lot Cluster- The Revocable Trust of Sally S. Kuisle

LUC-21-00049

The Sally S. Kuisle Revocable Trust has applied to cluster Lots 18-24, Block 14, Town of Tincup. The applicant is doing this in conjunction with a street and alley vacation request before you.

- The county attorney's office has reviewed and consented for the BOCC review of the application
- The taxes are current
- Utility providers have consented
- There are no liens on the property

You may review the file:

<https://permitdb.gunnisoncounty.org/citizenaccess/>

projects

Search by application number- LUC-21-00049

Click on file

Attachments

View

Thanks,

Beth Baker

Gunnison County Community and Economic Development



**APPLICATION TO COMBINE EXITING PARCELS OF REAL PROPERTY
IN GUNNISON COUNTY**

Gunnison County Community Development Department 221 N. Wisconsin St. Gunnison, CO
Website: <https://www.gunnisoncounty.org/144/Community-and-Economic-Development>
Telephone: 970-641-0360 FAX: 970-641-8585

SUBMIT ALL PERMIT PACKET INFORMATION TO PLANNING@GUNNISONCOUNTY.ORG

Application Fee- \$280.00

APPLICANT/ Owners : <i>Sally Spencer Kuisle</i>		
PRIMARY CONTACT: <i>Sally S. Kuisle</i>		
MAILING ADDRESS: <i>4622 47th St., Boulder</i>		
CITY: <i>Boulder</i>	STATE: <i>Co.</i>	ZIP: <i>80301</i>
PHONE (home):		(cell): <i>303-829-2621</i>
E-MAIL ADDRESS: <i>bigsal100@yahoo.com</i>		E-MAIL ADDRESS:

1. **LEGAL DESCRIPTION.** The undersigned (is) (are) the owner (s) of the following described adjacent parcels of real property in Gunnison County, Colorado (**Insert or attach the full legal description**):

lots 18-24, Block 14

Town of Tincup, County of
Gunnison, State of Colorado

and any adjacent street or alley that is or may
be vacated. County of Gunnison, State of
Colorado.

2. **REQUEST TO COMBINE LOTS AND VACATE BOUNDARY LINE(S).** The undersigned desire(s) to create a single undivided building lot from the adjacent parcels described above; the undersigned expressly desires to vacate the boundary line(s) between such adjacent parcels. (Signature blocks on last page of application)

3. **LIEN OR MORTGAGE HOLDER ADDRESS(ES).** For each parcel described in #1, above, state the name, address and telephone number of each lien and or mortgage holder and briefly describe each lien and/or mortgage: Attach information
4. **LIEN OR MORTGAGE HOLDER CONSENT.** For each lien and/or mortgage described in #4, above, as applicable, provide notarized letters of consent or a signed and notarized subordination to the lot cluster from lien or mortgage holders of the individual pre-clustered lots; the lien/mortgage holder is required to sign the attached "Lot Cluster Agreement and Declaration."
5. **PROTECTIVE COVENANTS OR DEED RESTRICTIONS.** Attach a copy of the applicable Declaration of Protective Covenants, and /or deed restriction.
6. **NOTARIZED SIGNATURES.** Provide a notarized signature and affirmation that the application complies with applicable covenants or deed restrictions, by an authorized representative for the association that administers the protective covenants, or by the beneficiary of the deed restriction, as applicable.
7. **LOCATION WITHIN SPECIAL DISTRICT.** Identify each district or entity (such as a water and sanitation district) that provides service to each lot described in #1, above. Approval of this application to combine the described parcels or lots does NOT affect fees, assessments, or charges regarding any serve to those lots; changes to those fees, assessments or charges can only be made by such districts.

8. **CONSENT BY UTILITIES.** As applicable, notarized letters of consent to the lot cluster from utility companies whose facilities are located in legal easements on or adjacent to the proposed clustered lots, and a copy of the easement agreements, if such agreements exist.
9. **SITE PLAN.** All the listed information **MUST** be shown on the drawing, as applicable. The site plan must be legible, clearly marked, on 8.5 x 11 inch paper, with a scaled representation of the lots. Exterior lot lines for all parcels described in #1, above
- All existing and proposed structures
 - Locations of driveways and parking areas/spaces
 - Locations of utilities (septic tanks, leach fields, wells, electric, gas, telephone or cable lines)
 - Distance of structures from property lines
 - Easements (include width as well as locations)
 - Irrigation and drainage ditches
 - Boundary line(s) to be vacated between lots
 - If the lots are located within a platted townsite or recorded subdivision, indicate on the site plan the date, book and page or receipt numbers as recorded in the Office of the Gunnison County Clerk and Recorder.
 - The lots immediately adjacent to all boundaries of the lots that will be clustered.

18-24
Block 14

Each undersigned applicant, for themselves, their heirs, successors, personal representatives and assigns, declares an intention to combine the parcels described in #1, above, into one lot to be maintained as one new integrated single building lot and further declares an intention that no portion of such new lot constituting less than the entire new lot may be conveyed, mortgaged, encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to those required by the *Gunnison County Land Use Resolution*. The above declaration is for the benefit of Gunnison County, Colorado and shall run with the land in perpetuity. Nothing in this Agreement is or shall be construed to be a waiver of applicable County building, sewage disposal, driveway and/or other permit requirements.

Date: 8/31/2021

Sally Spunar Kniske
Owner/ Applicant

Date: _____

Owner/ Applicant

AUTHORIZATIONS

Date: 2/17/21

[Signature]
Gunnison County Attorney

Date: 10/7/21

C. Pajano
Gunnison County Community Development Director

DATE RECEIVED
(Community Development Dept): _____
BY: _____



LOT CLUSTER AGREEMENT AND DECLARATION

Date of Meeting _____ (filled in by staff)

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

The Revocable Trust of Sally S. Kuisle by Sally Spencer Kuisle Trustee

Owner

RECITALS:

Legal Description: Complete – please attach if too long

**Lots 18 through 24 inclusive, Block 14
Town of Tincup
and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado**

2. This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, it is agreed that:

1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.
2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.
3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.
4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.
4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.
5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.
6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Date: 8/31/21 Sally Spencer Kuiste, Trustee
 Date: _____ of the Revocable Trust of Sally S/Kuiste **Owner**
 Date: _____ **Owner**
 Date: _____ **Owner**
 _____ **Mortgage or Lien Holder**

STATE OF COLORADO)
)ss
 COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 31st day of August 2021
 by Sally Spencer Kuiste (Owner/s).

Witness my hand and official seal.
 My Commission expires: 6/15/23

Clarissa Williams
 Notary Public

Address:
2525 4th St. Boulder CO 80304

STATE OF COLORADO)
)ss
 COUNTY OF GUNNISON)

CLARISSA WILLIAMS NOTARY PUBLIC - STATE OF COLORADO Notary ID #20154023289 My Commission Expires 6/15/2023

The foregoing instrument was acknowledged before me this _____ day of _____ 20__ by _____ (Mortgage/Lien Holder).

Witness my hand and official seal.

My Commission expires: _____

Notary Public

Address: _____

Date: _____

Jonathan Houck
Chairperson

Roland Mason
Vice-Chairperson

Elizabeth Smith
Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

Gunnison County Clerk and Recorder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2022 Work Plan and Budget Request; Marble Crystal

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is an annual report from the Marble Crystal River Chamber of Commerce, They will be presenting their 2020-2021 Financial statements and 2022 Budget request. via Zoom.

Fiscal Impact: \$45,390

Submitted by: Melanie Bollig for Christy Villalobos

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Currently have \$25.5k budgeted in the LMD fund for 2022.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 10/28/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/29/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 11/2/2021

Marble Crystal River Chamber

620 W. Park Street, Marble, CO 81623 - www.mcrchamber.org - (970) 963-7300

October 28th, 2021

Christy Villalobos, President: 963-7117; Amber McMahill, Treasurer: 963-2504; Nicole Farrell, Secretary: 963--

Vicki Branson: Arts Guild Representative; Cyndi Fowler: Hub Representative; Larry Good: Lodging Representative; Richard Wells: Park and Recreation Representative

Dear Board of County Commissioners, and County Planner,

The Marble Crystal River Chamber (MCRC) was recently notified that we received a Colorado Tourism Office grant that our Treasurer, Amber McMahill applied for on our behalf. Besides financial assistance for our rebranding efforts, the grant includes background financial assessment, technical support such as cell location data pertaining to visitors, and action plan support from experienced professionals. This CTO Grant is meant to help our businesses to emerge whole from the pandemic. It is both a blessing and a responsibility which we don't take lightly.

What we need now is an efficient force to transform some of this attention for the public good, so we can accept all our visitors with grace and care. The responsibility directed by The CTO Grant and your support of this 2022 Budget Request will make it possible for our group to be that efficient force.

The tourism strategies and re-branding undertaken by the MCRC throughout the Covid crisis were both hampered by, and illuminated by the freak business climate we saw through the pandemic. Our attempts to quantify and reason through the motorized use of our valley were covered closely in the local press, which publicized our plight all the more. Once we all emerged from the pandemic we saw that the cost of all this growth and management had gone way up.

This year, we have gathered a wider range of community advocates together, under the umbrella of the Marble Crystal River Chamber. We are making our community needs known through the Chamber so that we are all moving in the same direction. Included in our budget requests are support for the Marble Parks Committee, Marble Fest, the Marble Charter School, the Hub, the Marble Arts Guild, the Marble Stone and Gem Show, Marble Carving Symposium, the Lead King Loop Committee, Crystal River Heritage Association, Marble's history, ongoing programs, old events and new events and guided hikes. This new Chamber is roughly the same as the old Chamber, but with more volunteers who have proven to work well together.

We will continue rebranding our valley's tourism, staging music festivals and one-off concerts, giving our wide range of artists a regular voice through our Arts Guild and events, providing camping, and lodging, wilderness guides, a coffee bar and education programs through the Hub, the Lead King Loop (running!) Race . . . the list goes on as you will see in our Work Plan and Budget Request.

Last year (2020), with LMDT producers hobbled by closures and staggered re-openings, Gunnison County still took in a total of \$37,000 from Marble area lodging businesses. 2021 was a record year for Marble tourism, and so we anticipate another increase in the LMDT being made available to the Marble Crystal River Chamber. With your support, we will in turn be responsible to our supporters and members, as an efficient force to help manage the growing and thriving tourism of Marble and the Upper Crystal River Valley.

The Marble Crystal River Chamber is bigger and stronger than ever before. Our Sincere Thanks for your Support and Attention! – **The MCRC Board**

Attached: 2020 MCRC Budget Request Spreadsheet
2020 Y-T-D Financials

Date: _____

Date: _____

Marble Crystal River Chamber
2021 allocation of unspent LMDT funds

From 2010 - 2020, MCRC accrued a balance of \$20,726.71 in unused LMDT Funding. Since a good portion of our commitment are due in the Spring, prior to receiving funds from the County, this overage has been useful to cover costs. Annually, overages or shortages have been negligible, but over a period of 10 years, they have added up to a substantial amount. In case you have not noticed this line in our financial reports, we wanted to draw your attention to it. We also wanted to ask your permission to make a disbursement from this amount.

The initial costs associated with set-up and creation of the Marble Crystal River Chamber were paid by 2 local business owners, Karen & Larry Good, and Linda and Dave Adams. We want to reimburse the legal fees they incurred, \$13,541.04, out of the overages in LMDT funding. Without this initial support, the Chamber would not be the viable, inclusive and transparent entity that it is today.

We ask your permission to make the following disbursements from LMDT restricted funds from prior years:

Karen & Larry Good	\$ 6,770.52
Linda & Dave Adams	\$ 6,770.52

	\$ 13,541.04

Agreed to by:

_____ (signature) _____ (signature)

Gunnison County: _____ (print) MCRC: _____ (print)

Date: _____ Date: _____

MCRC
Balance Sheet
As of December 31, 2020

	<u>Dec 31, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
Checking Account	28,313.75
Total Checking/Savings	<u>28,313.75</u>
Accounts Receivable	
Accounts Receivable	235.00
Total Accounts Receivable	<u>235.00</u>
Total Current Assets	<u>28,548.75</u>
TOTAL ASSETS	<u>28,548.75</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	30.00
Total Accounts Payable	<u>30.00</u>
Total Current Liabilities	<u>30.00</u>
Total Liabilities	30.00
Equity	
Restricted Funds from prior yrs	20,726.71
Unrestrictd Funds from prior yrs	1,204.75
Net Income	6,587.29
Total Equity	<u>28,518.75</u>
TOTAL LIABILITIES & EQUITY	<u>28,548.75</u>

MCRC
Profit & Loss
January through December 2020

	<u>Jan - Dec 20</u>
Ordinary Income/Expense	
Income	
INTEREST	2.60
LMDT FUNDING	28,200.00
MEMBERSHIP FEES	
MARKETING MEMBER	1,300.00
NON-PROFIT MEMBER	140.00
Total MEMBERSHIP FEES	<u>1,440.00</u>
Total Income	29,642.60
Expense	
Administrative Expenses	
Business Licenses and Permits	10.00
Office Supplies	57.41
Total Administrative Expenses	67.41
Community Involvement	1,562.32
Marketing Expense	
Chamber Memberships/Memberships	338.50
Event Sponsorship	4,603.68
Map	2,607.40
Media Advertising	11,026.00
Visitor Center	2,400.00
Web Site	450.00
Total Marketing Expense	<u>21,425.58</u>
Total Expense	<u>23,055.31</u>
Net Ordinary Income	6,587.29
Net Income	<u><u>6,587.29</u></u>

MCRC
Profit & Loss
 January 1 through October 26, 2021

	Jan 1 - Oct 26, 21
Ordinary Income/Expense	
Income	
INTEREST	1.93
LMDT FUNDING	25,500.00
MEMBERSHIP FEES	
HOSPITALITY MEMBER	400.00
MARKETING MEMBER	1,100.00
NON-PROFIT MEMBER	105.00
Total MEMBERSHIP FEES	1,605.00
Total Income	27,106.93
Expense	
Administrative Expenses	
Business Licenses and Permits	10.00
Total Administrative Expenses	10.00
Marketing Expense	
Chamber Memberships/Memberships	363.50
Event Sponsorship	4,000.00
Map	2,728.03
Media Advertising	6,105.00
Rack Card	2,560.69
Visitor Center	1,000.00
Web Site	4,764.75
Total Marketing Expense	21,521.97
Total Expense	21,531.97
Net Ordinary Income	5,574.96
Net Income	5,574.96

MCRC
Balance Sheet
As of October 26, 2021

	<u>Oct 26, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
Checking Account	33,888.71
Total Checking/Savings	<u>33,888.71</u>
Accounts Receivable	
Accounts Receivable	235.00
Total Accounts Receivable	<u>235.00</u>
Total Current Assets	<u>34,123.71</u>
TOTAL ASSETS	<u>34,123.71</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	30.00
Total Accounts Payable	<u>30.00</u>
Total Current Liabilities	<u>30.00</u>
Total Liabilities	30.00
Equity	
Restricted Funds from prior yrs	20,726.71
Unrestrictd Funds from prior yrs	7,792.04
Net Income	5,574.96
Total Equity	<u>34,093.71</u>
TOTAL LIABILITIES & EQUITY	<u>34,123.71</u>

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Correspondence; Potentially Secure Federal Funding

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Commissioner Smith is wanting preliminary approval on a letter to secure federal funding (see email in folder); also, she is interested in discussing the GUSG Strategic Committee's interest in hiring a facilitator to begin work on the cheat grass issue

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 by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/29/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5 minutes

Agenda Date: 11/2/2021

Melanie Bollig

From: Matthew Birnie
Sent: Wednesday, October 20, 2021 5:07 PM
To: Melanie Bollig
Subject: FW: Sage grouse agenda item: letter approval and budget request

Follow Up Flag: Follow up
Flag Status: Flagged

Please put this on the agenda for the 2nd, under “correspondence”.

From: Elizabeth K. Smith
Sent: Wednesday, October 20, 2021 1:06 PM
To: Matthew Birnie <MBirnie@gunnisoncounty.org>
Subject: Sage grouse agenda item: letter approval and budget request

Hi Matthew,

The GUSG Strategic Committee is composing a letter that Sen. Bennet intends to use to secure federal funding for a multiagency, large-scale cheat grass mitigation effort. We’d like to get the letter signed by the BOCC as well. Can I get on the Nov. 2 agenda to discuss this with the board for preliminary approval? I should be able to circulate a draft before the Nov. 2 meeting, but I don’t think we can promise it in time for the packet.

Relatedly, the GUSG Strategic Committee is interested in hiring a facilitator to begin working on the cheat grass issue. I understand that other agencies will have to contribute since cheat grass is not only a sage grouse issue, and I’m starting that outreach (e.g. NRCS, BLM, Stockgrowers, etc.). But the County’s Sage Grouse fund has plenty of funds to significantly contribute to this (2022 projected fund balance of \$217K). I mention this in case you think this should be a point of discussion for the 2022 budget plan.

Thanks,
Liz

Liz Smith
Gunnison County Commissioner
970.975.0708

Dan Olson – NRCS

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Executive Session pursuant to C.R.S. 24-6-402(4)(b)

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Executive Session pursuant to C.R.S. 24-6-402(4)(b): Conference with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice related to the Gunnison River Valley Local Marketing District (LMD)''

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/29/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 30

Agenda Date: 11/2/2021

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: "Executive Session, pursuant to C.R.S. 24-6-402(4)"

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

"Executive Session, pursuant to C.R.S. 24-6-402(4)(b): Conference with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice on specific legal questions related to property located in Gunnison County, Colorado, and pursuant to C.R.S. §

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@tds.net

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/29/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 30

Agenda Date: 11/2/2021
