

- 1 - Agenda, May 17, 2022 BOCC Regular Meeting
- 2a-2b, Alcohol Bev Licenses, SkyHighColorado and Three Rivers Smokehouse
- 2c-2d, Alcohol Bev Licenses, Parking Barn, Taylor River Lodge
- 2e - Special Event Liquor License, Adaptive Sports Center of CB
- 3 - Schedule, Calendar May 17-June 21, 2022
- 4 - consent 1, Ack of CM Signature, Profession Svcs Agreemt, MGT of America Consulting
- 4 - consent 2, Ack of CM Signature, Letter of Engagement\_Employers Council
- 4 - consent 3, CDPHE Ammdmt no5, 2022 2745 Core Immunization Svcs
- 4 - consent 4, CDPHE Task Order 2023 0026 for Core PH svcs
- 4 - consent 5, Lease Agreement, Banx LLC; for GCSAPP CB office space
- 4 - consent 6, CDPHE Amendmt no1 2022 2745, Harm Reduction Svcs
- 4 - consent 7, CDPHE Amdmt no5; 2023 0196 Emergency Respense additional funding
- 4 - consent 8, 2022 CFGV Community Grants Application
- 4 - consent 9, Written Comments, Public Hearing, CDOR Tax Policy Rulemaking
- 5 - Resolution Delegating to the CM Authority to Negotiate\_Execute\_Real Estate
- 6a - CDOT Hwy Easement Deed for CR 209 aka Cottonwood Pass Road
- 6b - CPW Request, Extension of Carcass Disposal Disount to Ag Producers
- 7 - Treasurers Reports
- 8c - Apr 2022 Cash Transfer Report
- 9 - Elk Valley Townhomes Plat
- 10 - Lot Cluster, Blue Mesa Subdivision
- 11 - App for Membership\_Funding, CPW Regional Partnership Initiative
- 12 - Upper Gunnison River Water Conservancy Distr, Request for letter\_funding
- 13 - MOU with West Region Wildfire Council
- 14 - County Ordinance No 19 - repealing Ord No 11

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

**DATE:** Tuesday, May 17, 2022

**Page 1 of 3**

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

**GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:**

- 8:30 am
- Call to Order
  - Alcohol Beverage License #03-13185; SkyHighColorado LLC dba Nugget Cafe; Effective Date 4/06/2022 - 4/06/2023
  - Alcohol Beverage License #03-06291; Three Rivers Smokehouse dba Three Rivers Smokehouse; Effective Date 4/17/2022 - 4/17/2023
  - Alcohol Beverage License #03-02907; Irwin Backcountry Guides LLC dba Parking Barn; Effective Date 5/20/2022 - 5/20/2023
  - Alcohol Beverage License #03-04714; Irwin Backcountry Guides LLC dba Taylor River Lodge; Effective Date 7/06/2022 - 7/06/2023
  - Special Event Liquor Permit 2-2022; Adaptive Sports Center of Crested Butte, Inc; Effective Date 8/07/2022 from 5-11:30 pm
  - Adjourn

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

- 8:37 am
- Call to Order; Agenda Review
  - Scheduling
  - 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. Acknowledgement of County Manager's Signature; Professional Services Agreement; MGT of America Consulting, LLC; for Cost Allocation Services; 5/03/2022 – 8/31/2022; \$5,600
    2. Acknowledgement of County Manager's Signature; Letter of Engagement; Employers Council; for Compensation Consulting Services – providing a market-based compensation study for 150 job titles; Effective 5/02/2022; \$24,840 total estimate
    3. Approval for Colorado Department of Public Health and Environment (CDPHE) Contract 2022\*3186 Amendment #5; Gunnison County Health and Human Services; Additional funds for Core Immunization Services; 7/1/2022 to 6/30/2023; \$31,195
    4. Approval for Colorado Department of Public Health and Environment (CDPHE) Task Order and Statement of Work; for improving local capacity to provide Core Public Health services as established by the State Board of Health; Expiration Date 6/30/2023; \$142,835.00
    5. Lease Agreement Approval; Banx LLC; for Crested Butte office lease, Gunnison County Substance Abuse Prevention Project; 6/01/2022 – 5/31/2023; \$800 per month
    6. Approval of Colorado Department of Public Health & Environment (CDPHE) Contract 2022\*2745 Amendment #1; Expand Program for Harm Reduction Services in Gunnison County; 7/01/22 – 6/30/2023; \$388,535
    7. Approval for Colorado Department of Public Health and Environment (CDPHE); Contract 2023\*0196 Amendment #5; Gunnison County Health and Human Services; Additional funding for Emergency Preparedness; 7/01/2022 - 6/30/2023; \$112,429
    8. Approval for 2022 CFGV Community Grants Application; Gunnison County Veteran Services; partial funding for the paid internship salary of a Hydroponic Vegetable Production Assistant (veteran to be selected); \$5,000

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

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

**DATE:** Tuesday, May 17, 2022

**Page 2 of 3**

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

- Consent Agenda (cont'd)
  - 9. Approval for Written Comments; Public Hearing, Colorado Department of Revenue (CDOR), Office of Tax Policy; for Proposed Rulemaking Change, Room and Accommodation Tax
- County Manager's Reports
  - 1. Resolution; Delegating to the County Manager Authority to Negotiate and Execute Contracts Related to Real Property on Behalf of the County
- Deputy County Manager's Reports and Project Updates
  - 1. Approval of Colorado Department of Transportation's Highway Easement Deed for County Road #209, also known as Cottonwood Pass Road
  - 2. Request from Colorado Parks and Wildlife; for Extension of Carcass Disposal Discounted Rates at the County Landfill to Agricultural Producers
- 9:00 am
  - Treasurer's Reports
  - Vouchers and Transfers:
    - 1. May 2022 Accounts Payable Report
    - 2. February 2022 Purchase Card Report
    - 3. April 2022 Cash Transfer Report
- 9:10 am
  - Elk Valley Townhomes Plat; Re-Subdivision of Lot M1-1; Buckhorn Ranch, Filing 2b; LUC-22-00024
- 9:15 am
  - Lot Cluster in Blue Mesa Subdivision, Unit 1; Adjacent Lots 186, 187, 188 & 189; Agreement and Declaration; Daniel and Kelly Hankamer; LUC-22-00007
- 9:20 am
  - Application for Membership and Funding in Colorado Parks & Wildlife Regional Partnership Initiative
- 9:30 am
  - Upper Gunnison River Water Conservancy District, Letter of Support and Funds Request; to support the U.S. Geological Survey's "High-Frequency Water-Quality Sampling to Support Harmful Algal Bloom Studies in Blue Mesa Reservoir Project"
- 10:00 am
  - Approval for Memorandum of Understanding with West Region Wildfire Council; regarding Colorado Department of Public Safety, Division of Homeland Security and Emergency Management (DHSEM), Senate Bill #21-054 Funding to West Region Wildfire Council
- BREAK**
- 10:10 am
  - Introduction, Reading and Instructions regarding publication of Gunnison County Ordinance No. 19: An Ordinance Repealing Ordinance No. 11 Regarding Pollution Caused by Wood Smoke
- 10:20 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.
- 10:40 am
  - Possible Executive Session, 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 Real Property Located in Gunnison County, Colorado
  - Adjourn

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

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

**DATE:** Tuesday, May 17, 2022

**Page 3 of 3**

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

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/82753657556?pwd=MjNDbTZHTFNRVdDemZjdC91aVBlZz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

+12532158782,,82753657556#,,,,\*471302# US (Tacoma)

+13462487799,,82753657556#,,,,\*471302# US (Houston)

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

**Agenda Item:** Liquor Licenses for SkyHighColorado and Three Rivers Smokehouse

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

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

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

**Summary:**

Liquor License renewals for:  
Three Rivers Smokehouse dba Three Rivers Smokehouse and Skvhighcolorado I.L.C dba Nugget Cafe

**Fiscal Impact:**

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

**Finance Review:**  Required  Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**  Required  Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/4/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/4/2022

Consent Agenda  Regular Agenda  Worksession

Time Allotted: 1

Agenda Date: 5/4/2022



**GUNNISON COUNTY**

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

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**GUNNISON COUNTY**

**GUNNISON COUNTY CLERK**

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

**LICENSE TYPE**

**ALCOHOL BEVERAGE LICENSE #03-13185**

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

**SKYHIGHCOLORADO LLC DBA NUGGET CAFE**

**23050 COUNTY ROAD 742  
ALMONT, COLORADO 81210**

**Fee \$100.00**

**Effective Dates: 04.06.2022 - 04.06.2023**

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

*Kathy Simillion* 5-1-2022

Gunnison County Clerk

Date

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

Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

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

**SKYHIGHCOLORADO LLC  
dba NUGGET CAFE  
23050 COUNTY ROAD 742  
Almont CO 81210**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>03-13185</b>	License Expires at Midnight <b>April 06, 2023</b>
License Type <b>HOTEL &amp; RESTAURANT (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

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

In testimony whereof, I have hereunto set my hand. 4/26/2022 SB

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Mark Ferrandino*

Mark Ferrandino, Executive Director/CEO

**Submit to Local Licensing Authority**

**NUGGET CAFE  
 23050 COUNTY ROAD 742  
 Almont CO 81210**

**Received**  
 2-22-2022

Fees Due	
Renewal Fee	550.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
<b>Amount Due/Paid</b>	<b>\$550.00</b>

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

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

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <b>SKYHIGHCOLORADO LLC</b>		Doing Business As Name (DBA) <b>NUGGET CAFE</b>		
Liquor License # <b>03-13185</b>	License Type <b>Hotel &amp; Restaurant</b>	Sales Tax License # <b>42434484</b>	Expiration Date <b>04/06/2022</b>	Due Date <b>02/20/2022</b>
Business Address <b>23050 COUNTY ROAD 742 Almont CO 81210</b>			Phone Number <b>9706412555</b>	
Mailing Address <b>23050 COUNTY ROAD 742 Almont CO 81210</b>			Email <b>t.brand.64.tb@gmail.com</b>	
Operating Manager <b>Theodore Brand</b>	Date of Birth <b>10/09/68</b>	Home Address <b>23044 County Rd 742, Almont, CO 81210</b>		Phone Number <b>720-383-0716</b>
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

**Affirmation & Consent**

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

Type or Print Name of Applicant/Authorized Agent of Business <i>Theodore Brand</i>	Title <i>Member</i>
Signature <i>Theodore C. Brand</i>	Date <i>2/10/22</i>

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

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

**Therefore this application is approved.**

Local Licensing Authority For <i>Gunnison County</i>	Date <i>2-22-2022</i>
Signature <i>Kathy Simillion</i>	Attest <i>County Clerk</i>
	<i>Shane F. Couelle</i>



**GUNNISON COUNTY**

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

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

**LICENSE TYPE**

**ALCOHOL BEVERAGE LICENSE #03-06291**  
to sell/serve malt, vinous, spirituous liquor for (on the)-premises  
consumption in the County of Gunnison, Colorado.

**THREE RIVERS SMOKEHOUSE  
DBA THREE RIVERS SMOKEHOUSE  
130 COUNTY ROAD 742 BLD B  
ALMONT, COLORADO 81210**

Fee \$100.00

Effective Dates: 04.17.2022 – 04.17.2023

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

*Hatty Semittop* 5-1-2022  
Gunnison County Clerk                      Date

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

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION**

1707 Cole Blvd, Suite 300

Lakewood, CO 80401

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

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>03-06291</b>	License Expires at Midnight <b>April 17, 2023</b>
License Type <b>HOTEL &amp; RESTAURANT (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

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

In testimony whereof, I have hereunto set my hand. 4/26/2022 SB

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Mark Ferrandino*

Mark Ferrandino, Executive Director/CEO

**received**  
 2-22-2022

**Submit to Local Licensing Authority**

**THREE RIVERS SMOKEHOUSE  
 PO BOX 339  
 Almont CO 81210**

Fees Due	
Renewal Fee	550.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
<b>Amount Due/Paid</b>	<b>\$ 550</b>

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

## Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <b>THREE RIVERS SMOKEHOUSE</b>		Doing Business As Name (DBA) <b>THREE RIVERS SMOKEHOUSE</b>		
Liquor License # <b>03-06291</b>	License Type <b>Hotel &amp; Restaurant</b>	Sales Tax License # <b>29812613</b>	Expiration Date <b>04/17/2022</b>	Due Date <b>03/03/2022</b>
Business Address <b>#130 COUNTY ROAD #742 Almont CO 81210</b>				Phone Number <b>9706411303</b>
Mailing Address <b>PO BOX 339 Almont CO 81210</b>			Email <b>office@3riversresort.com</b>	
Operating Manager <b>Mark Schumacher</b>	Date of Birth <b>3-11-53</b>	Home Address <b>130 Co Rd 742, Almont CO 81210</b>		Phone Number <b>970-641-1303</b>
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>3RR Inc. Retail FMBL Lic # 0523840002</b>				

**Affirmation & Consent**

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

Type or Print Name of Applicant/Authorized Agent of Business <i>Mark Schumacher</i>	Title <i>Pres</i>
Signature 	Date <i>2-11-22</i>

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

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

**Therefore this application is approved.**

Local Licensing Authority For <i>Gunnison County</i>	Date <i>2-22-2022</i>
Signature <i>Kathy Simultion</i>	Attest <i>County Clerk</i>
	Attest <i>Shay Williams</i>

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

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**Agenda Item:** Liquor License Renewals for Irwin Back Country Gui

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

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

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

**Summary:**  
Liquor License renewals for Irwin Back Country Guides LLC dba Parking Barn and Taylor River Lodge

**Fiscal Impact:**

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

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**Finance Review:**  Required  Not Required

Comments:

Reviewed by: \_\_\_\_\_ Discharge Date: \_\_\_\_\_

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**County Attorney Review:**  Required  Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt Discharge Date: 5/4/2022 Certificate of Insurance Required  
Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie Discharge Date: 5/12/2022

Consent Agenda  Regular Agenda  Worksession Time Allotted: 2

Agenda Date: 5/17/2022

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**GUNNISON COUNTY**

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

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**GUNNISON COUNTY**

**GUNNISON COUNTY CLERK**

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

**LICENSE TYPE**

**ALCOHOL BEVERAGE LICENSE #03-02907**

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

**IRWIN BACKCOUNTRY GUIDES LLC DBA PARKING BARN**

**440 FOREST SERVICE ROAD 826.1 C, BUILDING 2  
CRESTED BUTTE, COLORADO 81225**

Fee \$100.00

Effective Dates: 5.20.2022 - 05.20.2023

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

*Kathy Simillion* 5-4-2022

Gunnison County Clerk

Date

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

Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

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

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

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>03-02907</b>	License Expires at Midnight <b>May 20, 2023</b>
License Type <b>TAVERN (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

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

In testimony whereof, I have hereunto set my hand. 5/2/2022 ZER

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Mark Ferrandino*

Mark Ferrandino, Executive Director/CEO

**Submit to Local Licensing Authority**

**received**  
 3-29-2022

Fees Due	
Renewal Fee	500
Storage Permit \$100 X _____	\$ 1
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 600

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

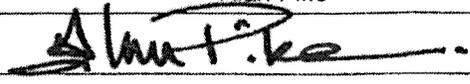
## Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

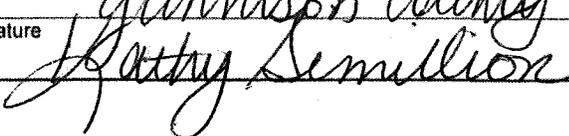
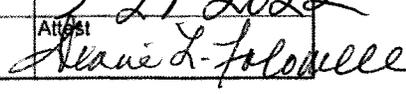
Return to city or county licensing authority by due date

Licensee Name Irwin Backcountry Guides LLC		Doing Business As Name (DBA) Parking Barn		
Liquor License # 03-02907	License Type Tavern (county)	Sales Tax License # 301780000003	Expiration Date 5/20/2022	Due Date 4/5/2022
Business Address 440 Forest Service Road 826.1 C Building 2 Crested Butte CO (county = Gunnison)				Phone Number 970-349-7761
Mailing Address PO Box 1807, Crested Butte, CO 81225			Email accounting@elevenexperience.com	
Operating Manager Kyra Martin	Date of Birth 7/5/1981	Home Address 9963 Horsetail Way, Loveland CO 80538		Phone Number 970-275-1044
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>12/31/2023</u>				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				

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

<b>Affirmation &amp; Consent</b> I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.	
Type or Print Name of Applicant/Authorized Agent of Business Alan Pike	Title Managing Member
Signature 	Date 3.22.2022

**Report & Approval of City or County Licensing Authority**  
 The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.  
**Therefore this application is approved.**

Local Licensing Authority For Admission County		Date 3-29-2022
Signature 	Title County	Attest 



**GUNNISON COUNTY**

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

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**GUNNISON COUNTY**

**GUNNISON COUNTY CLERK**

**221 N. WISCONSIN STREET**

**GUNNISON, COLORADO 81230**

**LICENSE TYPE**

**ALCOHOL BEVERAGE LICENSE #03-04714**

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

**IRWIN BACKCOUNTRY GUIDES LLC DBA TAYLOR RIVER LODGE**

**10931 COUNTY ROAD 742**

**ALMONT, COLORADO 81210**

**Fee \$100.00**

**Effective Dates: 07.06.2022 - 07.06.2023**

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

Kathy Simillion      9-4-2022      \_\_\_\_\_  
Gunnison County Clerk      Date      Board of County Commissioners      Date  
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION**

1707 Cole Blvd, Suite 300  
Lakewood, CO 80401

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

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>03-04714</b>	License Expires at Midnight <b>July 06, 2023</b>
License Type <b>HOTEL &amp; RESTAURANT (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

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

In testimony whereof, I have hereunto set my hand. 5/2/2022 ZER

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Mark Ferrandino*

Mark Ferrandino, Executive Director/CEO

**Submit to Local Licensing Authority**

**received**  
 3-29-2022

Fees Due	
Renewal Fee	500
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 500

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

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

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name Irwin Backcountry Guides LLC		Doing Business As Name (DBA) Taylor River Lodge		
Liquor License # 03-04714	License Type Hotel & Restaurant	Sales Tax License # 301780000004	Expiration Date 7/6/2022	Due Date 5/28/2022
Business Address 10931 County Road 742 Almont CO 81210				Phone Number 970-349-7761
Mailing Address PO Box 1807, Crested Butte, CO 81225			Email accounting@elevenexperience.com	
Operating Manager Molly Minett	Date of Birth 4/22/89	Home Address 172 Blackstock Drive, Unit A, Crested Butte CO 81224		Phone Number 970-376-2641
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>5/31/2024</u>				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				

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

<b>Affirmation &amp; Consent</b> I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.	
Type or Print Name of Applicant/Authorized Agent of Business Alan Pike	Title Managing Member
Signature <i>Alan Pike</i>	Date 3.22.2022

**Report & Approval of City or County Licensing Authority**  
 The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.  
**Therefore this application is approved.**

Local Licensing Authority For Gunnison County	Date 3.29.2022
Signature <i>Kathy Simillion</i>	Attest <i>Marie L. Falconer</i>
TITLE County Clerk	

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

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**Agenda Item:** Special Event Liquor Permit 2-2022; Adaptive Sport

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

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

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Special Event License for Adaptive Sports Center

**Fiscal Impact:**

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

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 4/27/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 5/17/2022

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THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

**SPECIAL EVENT LIQUOR PERMIT 2-2022**

to sell/serve malt, vinous, and spirituous liquor for on-premises consumption at 22476 Highway 135, Crested Butte, Colorado.

ADAPTIVE SPORTS CENTER OF CRESTED BUTTE, INC.  
22476 HIGHWAY 135  
CRESTED BUTTE, COLORADO 81224

Fee \$100.00

**Effective: Day, 08.07.2022 from 5:00 p.m. to 11:30 p.m.**

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

  
\_\_\_\_\_  
Gunnison County Clerk

Kathy Simillion

\_\_\_\_\_  
Date

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

# Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

May 17 – June 21, 2022  
(as of 5/13/2022)

## Board of County Commissioners

- BOCC Regular Meeting**  
May 17, 2022, All Day @ BOCC Boardroom  
[More Details](#)
- BOCC Work Session**  
May 24, 2022, All Day @ BOCC Boardroom  
[More Details](#)
- Mayors & Managers Meeting - Hosted by Western Colorado University**  
June 2, 2022, 12:00 PM - 1:30 PM  
[More Details](#)
- Regular Meeting**  
June 7, 2022, All Day @ BOCC Boardroom  
[More Details](#)
- Elected Officials & Managers Meeting - Hosted by City of Gunnison**  
June 8, 2022, 5:30 PM - 7:30 PM  
[More Details](#)
- BOCC Work Session**  
June 14, 2022, All Day @ BOCC Boardroom  
[More Details](#)
- Planning Commission: Two Joint Public Hearings**  
June 16, 2022, 9:00 AM - 10:00 AM @ Planning Commission Room  
[More Details](#)
- BOCC Regular Meeting**  
June 21, 2022, All Day @ BOCC Boardroom  
[More Details](#)

## Gunnison County Organization

- Retirement Celebration, Deputy Co. Manager for Public Works Marlene Crosby**  
May 18, 2022, 4:00 PM - 6:00 PM @ Fred R. Field Western Heritage Center  
A celebration of Marlene Crosby's career with Gunnison County. The public is invited from 4:00 to 6:00 pm.  
[More Details](#)
- Holiday - Memorial Day - Offices Closed**  
May 30, 2022, All Day  
[More Details](#)

## Gunnison-Hinsdale Board of Human Services

- Gunnison-Hinsdale Board of Human Services Meeting**  
June 21, 2022, All Day @ BOCC Board Room  
[More Details](#)

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

**Agenda Item:** Acknowledgement of County Manager's Signature; Mas

**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This item is an annual recurring operation that is required in order to reimburse the General Fund for services used by other funds.

**Fiscal Impact:** 5,600

**Submitted by:** Juan Guerra

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 5/2/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/2/2022

Consent Agenda     Regular Agenda     Worksession

Time Allotted:

Agenda Date: 5/17/2022

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 3rd day of May, 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein “Gunnison County”) and MGT of America Consulting, LLC, whose address is 8200 S. Quebec, Suite A3 #184, Centennial, CO 80112 (herein “Contractor”).

### RECITALS

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

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

### AGREEMENT

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

#### 1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. 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 their subject matter. 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 August 31, 2022, unless sooner terminated or replaced as provided herein.

#### 3. STRATEGIC RESULT.

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

#### 4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed five thousand six hundred dollars and No/100 U. S. Dollars (\$5,600). 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 in this Agreement.

[IF THE TERM IS FOR MORE THAN 1 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 the Termination paragraph of this Agreement. ]

#### 5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Contractor shall 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 coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

- 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 in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars

(\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts

of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

6. INDEPENDENT CONTRACTOR.

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

**Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.** Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally 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. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the County reasonably prompt notice of the relevant claim. Contractor will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Contractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

8. [SOLE SOURCE CONTRACTS. [ONLY USE ON CONTRACTS \$100,000 or more.]]

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 are equal to or exceed the amount of \$100,000, 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.

9. DISCRIMINATION.

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

10. IMMIGRATION COMPLIANCE CERTIFICATION.

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

11. AMERICANS WITH DISABILITIES ACT 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.

12. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. 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. **LEGAL AUTHORITY.** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

### 13. DELEGATION AND ASSIGNMENT.

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

#### 14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

#### 15. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Contractor agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

#### 16. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.
- d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.
- e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.
- f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

18. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

19. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay,

provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

21. NOTICES.

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

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

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

Contractor: MGT of America Consulting, LLC  
Attn: Michelle Garrett  
4320 West Kennedy Blvd.  
Tampa, FL 33609  
EIN: 81-0890071

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.

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC 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.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

#### 24. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Contractor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor’s or a subcontractor’s website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

#### 25. RECORDS.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Contractor shall be subject to financial audit by federal, state or county auditors or their designees. Contractor authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours’ notice to Contractor. Contractor shall fully cooperate during such audit or inspections.

26. 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. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

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

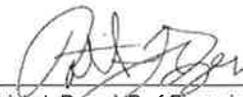
By:   
~~Jonathan Houek, Chairperson~~  
Matthew Birnie,  
County Manager

ATTEST:

  
Deputy Clerk



CONTRACTOR

By:   
Patrick J. Dyer, VP of Financial Services

APPENDIX “A”

SCOPE OF SERVICES

The County will receive from MGT consultants the following services:

<b>Project Deliverables</b>
1. A Final 2 CFR Part 200 cost allocation plan based on actual costs. This cost plan will allow the County to recover indirect costs from federal and state programs such as Human Services programs administered through CDHS.
2. A Final 2 CFR Part 200 cost allocation plan Human Services Reimbursement Schedule. This schedule will be submitted to CDHS along with the 2 CFR Part 200 cost allocation plan for reimbursement of costs.
3. Final 2 CFR Part 200 cost allocation plan Management and Trend Report. These reports can be utilized to help analyze the cost allocation plan data in a more manageable format (after two years of data comparisons can be shown).
4. Negotiation of the 2 CFR Part 200 cost allocation plan with federal and/or state officials if those officials request such negotiation.
5. Continuous training, guidance and assistance on applying the cost allocation plan. Examples of applications include analyzing unit costs, reviewing operational data for trends and efficiencies and as a component of user fees.
6. Analysis of areas where the potential exists for the County to recover additional direct or indirect costs.

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

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**Agenda Item:** Acknowledgement of County Manager's Signature; Let

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**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:** Project Services

**Term Ends:**

**Grant Contract #:**

**Summary:**

Employers Council will provide compensation consulting services to Gunnison County Human Resources and provide a market-based compensation study for 150 job titles

**Fiscal Impact:** \$25,440

**Submitted by:** Lauren Trautz

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/6/2022

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 5/17/2022

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May 2, 2022

Matthew Birnie; mbirnie@gunnisoncounty.org

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

Dear Matthew,

We are pleased that Gunnison County, Colorado (hereinafter the “Company”) is interested in engaging the Employers Council to perform the services outlined below. This letter sets forth the details of our engagement.

#### **Scope of Service**

Employers Council will provide Compensation Consulting Services; providing a market-based compensation study for 150 job titles.

If a consultant assigned to work on this engagement ends employment with Employers Council before completion of the engagement, Employers Council will substitute another consultant to complete the engagement. The Company agrees to work with the substitute consultant assigned by the Employers Council to complete the engagement.

During this engagement, Company will not contract with or employ an assigned consultant to perform services outlined in this engagement through the consultant’s own business or otherwise outside of the Employers Council.

If Company offers employment to an Employers Council consultant during this engagement and for six (6) months after the end of the engagement, Company agrees to pay Employers Council a lump sum of Twenty Thousand Dollars (\$20,000.00).

#### **Employers Council Billing**

As we have previously discussed, the work performed on this project is an additional service that is not included in your membership with the Employers Council. As such, it is considered a pay-as-you-go service. If the scope of the work changes (either an increase or decrease over 5%), the timeframe and project cost are subject to change.

For hourly projects, a minimum time of ¼-hour (0.25) is charged for work performed, even though the actual time expended may be less. Work over 1/4 hour is billed similarly in increments of 1/4 (.25) of an hour. All invoicing in this matter will be through Employers Council Services (ECS), a wholly-owned subsidiary of Employers Council.

Professional fees and travel expenses will be billed monthly, and payment is due within 30 days of the date of the billing statement. The Company shall reimburse Employers Council for mileage traveled that is directly and solely related to the work identified in this agreement at the rate of \$0.59 per mile, and other expenses as needed. All compensation work involving the Employers Council compensation consultant is billed at \$180/hour for members. [The total estimated cost for this fixed-fee project is \\$24,840.](#) An additional

fee of \$300 per request/survey will be invoiced via our Surveys Department if additional EC data cuts are requested.

The billing amounts above are quoted at Employers Council's current Member Rate for services and assume Company will continue its membership through the completion of the engagement. If Company terminates its membership before completion of the engagement, Employers Council and Company may elect to continue the engagement. If the Employers Council and Company elect to continue the engagement, further services will be charged to Company at Employer Council's current Non-Member Rate.

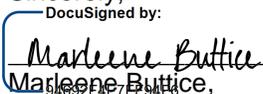
This project terminates upon completion of the project or written notice to either the consultant or Manager of Compensation Services.

Please note that if an in-person consulting/facilitation is agreed to, Company commits to providing an environment that follows current Centers for Disease Control (CDC) guidelines and applicable local, state, and federal orders, regulations, or laws on healthy business operations and work environment. Also, if these guidelines, orders, regulations, or laws change, in-person may not be an option at which time the consulting/facilitation will either be offered virtually or postponed without penalty until we can hold in-person.

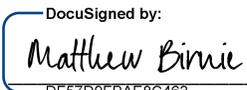
If you agree with the foregoing, please sign and date this letter and return the signed copy to me via email. Upon receipt of the signed letter of engagement, the Employers Council will commence its work as reflected in the Scope of Services for this engagement.

Again, we are delighted to have the opportunity to collaborate with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

DocuSigned by:  
 \_\_\_\_\_ Date 5/2/2022  
Marleene Buttice,  
Manager, Compensation Services, Employers Council

**Acknowledged & Agreed:**

DocuSigned by:  
 \_\_\_\_\_ Date 5/2/2022  
Matthew Birnie  
County Manager, Gunnison County, CO



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

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**Agenda Item:** Approval for Colorado Department of Public Health

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

**Parties to the Agreement:**

**Term Begins:** 07/01/2022

**Term Ends:**

**Grant Contract #:** 2022\*3186 Amendment #5

**Summary:**

Extension in year from 2022-2023

The Parties entered into the agreement to reduce and eliminate vaccine preventable diseases in Colorado by

**Fiscal Impact:** 31,195.00

**Submitted by:** Blair Burgess

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/9/2022

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/9/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 5/17/2022

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**CONTRACT AMENDMENT #5****SIGNATURE AND COVER PAGE(S)**

State Agency: <b>Colorado Department Of Public Health and Environment</b> <b>4300 Cherry Creek Drive South</b> <b>Denver, Colorado 80246</b>	Original Contract Number: <b>19 FHHA 108886</b>
Contractor: <b>Board of County Commissioners of Gunnison County</b> <b>(a political subdivision of the state of Colorado)</b> <b>200 East Virginia Avenue</b> <b>Gunnison CO 81230-2297</b> <b>for the use and benefit of the</b> <b>Gunnison County Department of Health and Human Services</b> <b>225 North Pine Street, Suite E</b> <b>Gunnison CO 81230-2333</b>	Amendment Contract Number: <b>2022*3186 Amendment #5</b>
Contract Performance Beginning Date: <b>July 1, 2018</b>	Current Contract Expiration Date: <b>June 30, 2023</b>
<b>CONTRACT MAXIMUM AMOUNT TABLE</b>	

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	19 FHHA 108886	\$5,232.00	\$14,153.00	\$0.00	07/01/2018-06/30/2019	\$19,385.00
GFCL #1	19 FHHA 113373	\$0.00	\$5,333.00	\$0.00	09/17/2018-06/30/2019	\$5,333.00
Contract Amendment #1	19 FHHA 126956	\$4,521.00	\$0.00	\$0.00	02/11/2019-06/30/2019	\$4,521.00
Contract Amendment #2	2020*085 Amendment #2	\$5,751.00	\$19,312.00	\$0.00	07/01/2019-06/30/2020	\$25,063.00
Contract Option Letter #1	2020*085 Option Letter #1	\$0.00	\$3,781.00	\$0.00	03/01/2020-06/30/2020	\$3,781.00
Contract Amendment #3	2020*3407 Amendment #3	\$5,664.00	\$19,227.00	\$0.00	07/01/2020-06/30/2021	\$24,891.00
Contract Option Letter #2	2020*3407 Option Letter #2	\$12,550.00	\$12,550.00	\$0.00	08/01/2020-06/30/2021	\$25,100.00
Contract Amendment #4	2021*3497 Amendment #4	\$7,446.00	\$0.00	\$0.00	07/01/2021-06/30/2022	\$7,446.00
Contract Option Letter #3	2021*3497 Option Letter #3	\$0.00	\$17,095.00	\$0.00	08/01/2021-06/30/2022	\$17,095.00
Contract Option Letter #4	2021*3497 Option Letter #4	\$0.00	\$6,582.00	\$0.00	11/20/2021-06/30/2022	\$6,582.00
Contract Amendment #5	2022*3186 Amendment #5	\$7,059.00	\$24,136.00	\$0.00	07/01/2022-06/30/2023	\$31,195.00
<b>Current Contract Maximum Cumulative Amount</b>						\$170,392.00

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

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

<p align="center"><b>CONTRACTOR</b></p> <p>Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services</p> <hr/> <p align="center">By: Signature</p> <p>FULL NAME</p> <hr/> <p align="center">Name of Person Signing for Contractor</p> <p>TITLE</p> <hr/> <p align="center">Title of Person Signing for Contractor</p> <hr/> <p>Date: _____</p>	<p align="center"><b>STATE OF COLORADO</b></p> <p align="center"><b>Jared S. Polis, Governor</b></p> <p>Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p align="center">By: Signature</p> <hr/> <p align="center">Name of Executive Director Delegate</p> <hr/> <p align="center">Title of Executive Director Delegate</p> <hr/> <p>Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

\_\_\_\_\_

By: Signature

\_\_\_\_\_

Name of State Controller Delegate

\_\_\_\_\_

Title of State Controller Delegate

Amendment Effective Date: \_\_\_\_\_

-- Signature and Cover Pages End --

**1. PARTIES**

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

**2. TERMINOLOGY**

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

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

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

**B. Amendment Term**

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **July 1, 2022**, whichever is later and shall terminate on the termination of the Contract or **June 30, 2023**, whichever is earlier.

**4. PURPOSE**

The Parties entered into the agreement to reduce and eliminate vaccine preventable diseases in Colorado by increasing and maintaining immunization coverage. Local public health agencies will provide core immunization services, according to established best practices and standards, to improve the health of individuals and communities.

The Parties now desire to renew for an additional term and change current Contract Maximum Total for the following reason: to renew.

**5. MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount shown on the Signature and Cover Page for this Amendment.
- B. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- C. The Parties now agree to modify Exhibit G, Statement of Work of the agreement. Exhibit G, Statement of Work, is deleted and replaced in its entirety with Exhibit G, Statement of Work, attached to this Amendment for the following reason: to update the work plan for the renewal period.
- D. The Parties now agree to modify Exhibit H, Budget of the agreement. Exhibit H, Budget, is deleted and replaced in its entirety with Exhibit H, Budget, attached to this Amendment for the following reason: to add funds for the renewal period.
- E. The Parties now agree to modify Exhibit I, Federal Provisions. Exhibit I, Federal Provisions, is deleted and replaced in its entirety with the Exhibit I, Federal Provisions, attached to this Amendment, for the following reason: to reflect changes to the federal award identification information.

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

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

## STATEMENT OF WORK

To Original Contract Routing Number: 19 FHHA 108886  
Amendment Contract Number: 2022\*3186 Amendment #5

**These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.**

**I. Entity Name:** Gunnison County Department of Health and Human Services

**II. Project Description:** This project serves to maintain immunization awareness, and increase vaccination rates in Colorado. The Colorado Department of Public Health and Environment (CDPHE) is funded by the Centers for Disease Control and Prevention (CDC) to address potentially life-threatening diseases and reduce risk. The project supports Local Public Health Agencies (LPHAs) through the Vaccines for Children (VFC) program, and creates a coordinated infrastructure to align with national immunization standards. The project supplies Section 317 vaccines at no cost to remove the financial barrier for adults without insurance. The project counters anti-vaccination attitudes and beliefs by engaging the community, and delivering education in the service area. The project encourages healthcare providers and school-based settings to use the Colorado Immunization Information System (CIIS), and to contribute to the centralized system by entering data. The project is intended to convene the public and health professionals, reduce mortality and morbidity rates caused by vaccine-preventable diseases, and protect the health of Coloradans.

**III. Definitions:**

1. ACIP: Advisory Committee on Immunization Practices
2. CALPHO: Colorado Association of Local Public Health Officials
3. CCC: Child Care Centers as defined by *Colorado State Board of Health Rule 6 CCR 1009-2*
4. CCR: Code of Colorado Regulations
5. CDC: Centers for Disease Control and Prevention
6. CDPHE: Colorado Department of Public Health and Environment
7. CIB: Colorado Immunization Branch
8. CIIS: Colorado Immunization Information System
9. Core Immunization Services (Core Services): Basic and essential vaccination services provided within the LPHA's jurisdiction.
10. Deputization: The formal extension of authority to provide VFC vaccines to eligible underinsured children from a participating FQHC or RHC to another VFC-enrolled provider; typically a local public health agency. Previously called Delegation of Authority.
11. Evidence-based: Conscientious use of current scientific evidence and clinical expertise.
12. FAQ: Frequently Asked Questions
13. FQHC: Federally Qualified Health Center
14. Insured: A person who is covered by health insurance.
15. Jurisdiction: Power or right of a legal or political agency to exercise its authority over a person, subject matter, or territory.
16. LPHA: Local public health agency
17. MMR: Measles, mumps, and rubella vaccine.
18. MOU: Memorandum of Understanding
19. RHC: Rural Health Center
20. School: As defined by the Colorado Board of Health rule 6 CCR 1009-2, all child care facilities licensed by the Colorado Department of Human Services including: child care centers, school-age child care center, preschools, day camps, resident camps, day treatment centers, family child care homes, foster care homes, and head start programs;

- public, private, or parochial kindergarten, elementary or secondary schools through grade twelve, or a college or university.
- 21. Section 317 Vaccine: Vaccine funding used to support infrastructure critical to vaccine program success including vaccine for: uninsured and underinsured adults, outbreak response and preparedness support.
- 22. VFC: Vaccines for Children
- 23. VPD: Vaccine-preventable disease
- 24. WIG: Wildly Important Goal - a current strategic priority of CDPHE

**IV. Work Plan:**

<b>Goal #1:</b> Reduce vaccine-preventable diseases in Colorado by increasing or maintaining immunization coverage.	
<b>Objective #1:</b> No later than the expiration of the contract, provide core immunization services intended to improve the health of individuals and communities.	
<b>Primary Activity #1</b>	The Contractor shall implement core immunization services within its jurisdiction.
<b>Sub-Activities #1</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall promote within the jurisdiction all ACIP-recommended vaccines available through the following distribution channels:                             <ol style="list-style-type: none"> <li>a. VFC vaccines available through the VFC program for the eligible population served.</li> <li>b. Section 317 vaccines available through the Section 317 program for the eligible population served.</li> <li>c. Privately-purchased vaccines available for the eligible insured population served.</li> </ol> </li> <li>2. The Contractor shall analyze the need for provision of immunizations within the jurisdiction.                             <ol style="list-style-type: none"> <li>a. According to the analysis, the Contractor shall provide immunizations within the jurisdiction.</li> </ol> </li> <li>3. The Contractor shall screen patients for eligibility to receive publicly funded vaccine.</li> <li>4. The Contractor shall send immunization data to CIIS for all immunizations administered by the agency within seven (7) days of vaccine administration.</li> <li>5. The Contractor shall promote use of CIIS to providers in the jurisdiction.</li> <li>6. The Contractor shall review the county level Immunization Rates Report provided by CIB for the following information:                             <ol style="list-style-type: none"> <li>a. Children 19-35 months of age no later than 30 days after distribution by CIB</li> <li>b. Adolescents 13-17 years of age no later than 30 days after distribution by CIB</li> <li>c. Compare to the <i>CDC National Immunization Surveys; Child and Teen</i> and CIIS-generated statewide rates provided by CIB in order to increase awareness of county versus state and national immunization rates within the 30 days that the rates report is distributed by the CIB.</li> </ol> </li> <li>7. The Contractor shall provide immunization subject matter expertise to the following:                             <ol style="list-style-type: none"> <li>a. Decision makers</li> <li>b. Policy makers</li> <li>c. Health care providers</li> <li>d. The public</li> </ol> </li> </ol>

	<p>8. The Contractor shall meet with local stakeholders to implement a minimum of one (1) evidence-based strategy that is culturally and linguistically appropriate to reduce the following:</p> <ol style="list-style-type: none"> <li>a. immunization disparities by race</li> <li>b. immunization disparities by ethnicity</li> <li>c. immunization disparities by socio-economic status</li> </ol> <p>9. The Contractor shall promote informed vaccine decision making by educating a minimum of one (1) of the following:</p> <ol style="list-style-type: none"> <li>a. consumers</li> <li>b. health care providers</li> <li>c. staff who administer immunizations</li> <li>d. policy makers</li> </ol> <p>10. The Contractor shall address vaccine hesitancy by educating a minimum of one (1) of the following:</p> <ol style="list-style-type: none"> <li>a. consumers</li> <li>b. health care providers</li> <li>c. staff who administer immunizations</li> <li>d. policy makers</li> </ol> <p>11. The Contractor shall promote vaccine services availability by educating a minimum of one (1) of the following:</p> <ol style="list-style-type: none"> <li>a. consumers</li> <li>b. healthcare providers</li> <li>c. staff who administer immunizations</li> <li>d. policy makers</li> </ol> <p>12. The Contractor shall promote seasonal influenza vaccine to improve preparedness in the event of an influenza pandemic according to the following criteria:</p> <ol style="list-style-type: none"> <li>a. The Contractor shall promote seasonal influenza vaccine with new organizations.</li> <li>b. The Contractor shall continue seasonal influenza vaccine coordination with existing organizations.</li> <li>c. The Contractor shall promote seasonal influenza vaccine with commercial sector organizations.</li> </ol> <p>13. The Contractor shall maintain a deputization MOU with an FQHC/RHC.</p> <p>14. The Contractor shall deliver information to schools and CCCs about the <i>Colorado State Board of Health Rule 6 CCR 1009-2</i> annual reporting requirement.</p> <ol style="list-style-type: none"> <li>a. The Contractor shall follow up with schools who fail to report data.</li> <li>b. The Contractor shall follow up with CCCs who fail to report data.</li> </ol> <p>15. The Contractor shall support a network of VFC providers.</p> <ol style="list-style-type: none"> <li>a. The Contractor shall perform ongoing recruitment of new VFC providers.</li> <li>b. The Contractor shall educate current VFC providers about the VFC program requirements.</li> </ol> <p>16. The Contractor shall respond to cases of VPD in the jurisdiction in order to implement core immunization services.</p>
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## EXHIBIT G

	<p>17. The Contractor shall maintain staff readiness for a VPD outbreak.</p> <p>18. The Contractor shall participate in CIB Immunization calls for up-to-date information.</p> <p style="padding-left: 40px;">a. The Contractor shall listen to the audio recording of the call provided by the CIB within 30 days when the Contractor does not attend call.</p> <p>19. The Contractor shall attend a minimum of one (1) immunization-related training or conference.</p>
<b>Objective #2:</b> No later than the expiration of the contract, implement evidence-based strategies to improve immunization rates in populations identified as underimmunized.	
<b>Primary Activity #1</b>	The Contractor shall utilize immunization strategies to address strategic priorities.
<b>Sub-Activities #1</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall utilize immunization strategies to address underimmunization in populations.</li> <li>2. The Contractor shall review the list of strategies from Strategies to improve Colorado vaccination rates.</li> <li>3. The Contractor shall plan local activities to use evidence-based strategies that are culturally and linguistically appropriate to increase immunization rates with the following: <ol style="list-style-type: none"> <li>a. Health care providers</li> <li>b. Pharmacists</li> <li>c. Long-term care facility staff</li> <li>d. Infection control specialists</li> <li>e. School officials</li> <li>f. The public</li> </ol> </li> </ol>
<b>Standards and Requirements</b>	<ol style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. The Contractor shall use the final results of the <i>CDC National Immunization Surveys; Child and Teen</i> and CIIS-generated statewide rates provided by CIB via email communication in order to increase awareness of county versus state and national immunization rates.</li> <li>3. The Contractor shall comply with the requirements for entering/submitting immunization data into CIIS as agreed to in the <i>CIIS Letter of Agreement</i> found within the online CIIS Resource Center located on the following website, <a href="https://www.cophr.com/emrlogin.asp">https://www.cophr.com/emrlogin.asp</a>. The content of this website is incorporated and made part of this contract by reference.</li> <li>4. The Contractor shall comply with the ACIP recommendations for vaccine administration located on the following website, <a href="http://www.cdc.gov/vaccines/acip/index.html">http://www.cdc.gov/vaccines/acip/index.html</a>. The content of this website is incorporated and made part of this contract by reference.</li> <li>5. The Contractor shall promote compliance with school immunization rules within the <i>Colorado State Board of Health Rule 6 CCR 1009-2</i> located on the following website, <a href="https://drive.google.com/file/d/1IUWIH39hkuiXaIg4bcPOp7WoNdEw-TQC/view">https://drive.google.com/file/d/1IUWIH39hkuiXaIg4bcPOp7WoNdEw-TQC/view</a>. This document establishes immunization standards and is incorporated and made part of this contract by reference.</li> </ol>

	<p>6. The Contractor shall create a login to access the school and childcare immunization data for the Contractor's jurisdiction located on the following website, <a href="https://www.colorado.gov/pacific/cdphe/school-and-child-care-immunization-data-reporting">https://www.colorado.gov/pacific/cdphe/school-and-child-care-immunization-data-reporting</a>. The content of this website is incorporated and made part of this contract by reference.</p> <p>7. The Contractor shall maintain a signed VFC recertification agreement when providing VFC vaccines for the jurisdiction.</p> <p>8. The Contractor shall comply with the requirements for utilizing VFC vaccine agreed to in the VFC recertification agreement packet provided by CIB when providing VFC vaccines for the jurisdiction.</p> <p>9. The Contractor shall comply with the eligibility requirements for utilizing Section 317 vaccine as provided by CIB via email when providing 317 vaccines for the jurisdiction.</p> <p>10. The Contractor shall review and use a minimum of one (1) evidence-based strategy to reduce coverage disparities by race, ethnicity and socio-economic status from Strategies to improve Colorado vaccination rates located on the following website, <a href="https://docs.google.com/document/d/1qB70i3z4B_u4XtSCxGBj0wcQrKvqgm42Fqne8cu64Es/edit">https://docs.google.com/document/d/1qB70i3z4B_u4XtSCxGBj0wcQrKvqgm42Fqne8cu64Es/edit</a>. The content of this website is incorporated and made part of this contract by reference.</p> <p>11. The Contractor shall use deputization MOU guidance as provided by CIB via email.</p> <p>12. CDPHE will provide programmatic technical assistance, upon request.</p> <p>13. The Contractor shall complete an electronic quarterly progress report using the <i>FY23 Immunization Core Services Quarterly Progress Report</i>, via the following website, <a href="https://fs9.formsite.com/ColoradoIMMprogram/FY23-CoreProgressReport/index.html">https://fs9.formsite.com/ColoradoIMMprogram/FY23-CoreProgressReport/index.html</a>. The content of this website is incorporated and made part of this contract by reference.</p> <p>14. The Contractor shall complete the final electronic quarterly progress report as a non-reimbursable deliverable.</p> <p>15. The Contractor shall provide signed VFC recertification packet and agreements via the following website when providing VFC vaccines for the jurisdiction: <a href="https://fs9.formsite.com/ColoradoIMMprogram/kxrc6yrahx/index.html">https://fs9.formsite.com/ColoradoIMMprogram/kxrc6yrahx/index.html</a>. The content of this website is incorporated and made part of this contract by reference.</p> <p>16. The Contractor shall utilize strategies of <i>CALPHO and CDPHE's Colorado Public Health System Transformation: Core Public Health Services Needs Assessment Report. Jan 2020</i> located on the following website, <a href="https://drive.google.com/file/d/13WfziCLlym01ZcFsW_fke8W4MjRbxL8r/viw?usp=sharing">https://drive.google.com/file/d/13WfziCLlym01ZcFsW_fke8W4MjRbxL8r/viw?usp=sharing</a>. This document establishes immunization standards and is incorporated and made part of this contract by reference.</p> <p>17. The Contractor shall access the MMR and Flu Dashboard and Report Card via the following website:</p>
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## EXHIBIT G

	<p><a href="https://cohealthviz.dphe.state.co.us/#/site/DCEED_Public/views/LPHAMMRFluGoalDashboard/MMRFluTracking">https://cohealthviz.dphe.state.co.us/#/site/DCEED_Public/views/LPHAMMRFluGoalDashboard/MMRFluTracking</a>. The content of this website is incorporated and made part of this contract by reference.</p> <p>18. The Contractor shall strive to meet immunization targets for the jurisdiction set by the CIB to attain a WIG.</p> <p>19. CDPHE will provide each jurisdiction's immunization targets via email within 90 days of the execution of the contract.</p> <p>20. The CIB will maintain a <a href="#">LPHA Core Immunization Services FAQ</a> document to address questions regarding this project. The content of this website is incorporated and made part of this contract by reference.</p> <p>21. The Contractor shall utilize immunization strategies to address underimmunization in populations as defined by CDPHE.</p> <p>22. The Contractor shall review a list of strategies from <a href="#">Strategies to improve Colorado vaccination rates</a>. The content of this website is incorporated and made part of this contract by reference.</p>	
<b>Expected Results of Activity(s)</b>	<ol style="list-style-type: none"> <li>1. Immunizations are offered within the Contractor's jurisdiction.</li> <li>2. Immunizations are marketed within the Contractor's jurisdiction.</li> <li>3. Immunizations are administered within the Contractor's jurisdiction.</li> </ol>	
<b>Measurement of Expected Results</b>	<ol style="list-style-type: none"> <li>1. Data contained in the Immunization Rates Report.</li> <li>2. Data contained in the CDPHE MMR Dashboard and Report Card.</li> <li>3. Data contained in quarterly progress reports.</li> </ol>	
		<b>Completion Date</b>
<b>Deliverables</b>	1. For Contractors providing VFC vaccines, the Contractor shall electronically submit signed VFC recertification packet and agreements.	No later than 30 business days following the receipt of the recertification packet
	2. The Contractor shall submit an electronic quarterly progress report using the <i>Immunization Core Services Quarterly Progress Report</i> .	No later than 30 calendar days following the last calendar day of September, December, and March
	3. The Contractor shall submit the final electronic quarterly progress report using the <i>Immunization Core Services Quarterly Progress Report</i> .	No later than 15 days after the end term of the contract
	4. The Contractor shall submit immunization data for all immunizations administered by the Contractor's agency to CIIS.	No later than seven (7) days following vaccine administration

**V. Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor.

**VI. Resolution of Non-Compliance:**

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

EXHIBIT H

To Original Contract Routing Number: 19 FHHA 108886	
Original Budget	
Immunization Core Activities - Gunnison	
State	\$24,136.00
Federal	\$7,059.00
<b>Total Amount</b>	<b>\$31,195.00</b>

**Exhibit I****Federal Provisions - CDC-RFA-IP19-1901 Immunization and Vaccines for Children**

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

**1) Federal Award Identification.**

- a. Subrecipient: Gunnison County Department of Health and Human Services
- b. Subrecipient DUNS number: 133115220
- c. The Federal Award Identification Number (FAIN) is NH23IP922600.
- d. The Federal award date is To Be Determined.
- e. The subaward period of performance start date is 07/01/2021 and end date is 06/30/2022.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
7/1/2019 - 6/30/2024	\$6,210,954.00	\$5,809,059.00

- g. Federal award title of project or program: Immunization and Vaccines for Children.
- h. The name of the Federal awarding agency is: The Department of Health and Human Services – Centers for Disease Control and Prevention and the contact information for the awarding official is Hilary Oliphant, 4770 Buford Highway, Chamblee, GA 30341, 770-433-3973; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Patsy Parker, 4300 Cherry Creek Drive South, A-3, Denver, Colorado 80246 303-692-2669.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is **93.268** and the grant name is Immunization and Vaccines for Children.
- j. This award is not for research & development.
- k. Subrecipient is not required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
- l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.

- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
  - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
  - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
  - c. when required by Federal program legislation, 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 of Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
- e. the “Americans with Disabilities Act” (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
- f. when applicable, the Contractor shall comply with the provisions of the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule);
- g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
- h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
- i. 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 comply with 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.
- j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- k. if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, 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.
- l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
- n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
- o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide

written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE 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 CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.

15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CMS ROUTING NO. 19 FHHA 108886

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**APPROVED TASK ORDER CONTRACT – WAIVER #154**

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This task order contract is issued pursuant to master contract made on 11/23/2016, with routing number 18 FAA 00023.

**STATE:**

State of Colorado for the use & benefit of the  
Department of Public Health and Environment  
Disease Control and Environmental Epidemiology  
Immunization - Core Services  
4300 Cherry Creek South Drive  
Denver, Colorado 80246

**CONTRACTOR:**

Board of County Commissioners of Gunnison County  
200 East Virginia Avenue  
Gunnison, Colorado 81230-2297  
for the use and benefit of the  
Gunnison County Department of Health and Human Services  
225 North Pine Street, Suite E  
Gunnison, Colorado 81230-2333  
CONTRACTOR DUNS: 133115220

CONTRACT MADE DATE: 4/4/2018

CONTRACTOR ENTITY TYPE:

Political Subdivision

CORE ENCUMBRANCE NUMBER:  
201900000303

BILLING STATEMENTS RECEIVED:

Quarterly

TERM:

This contract shall be effective upon approval by the State Controller, or designee, or on 07/01/2018, whichever is later. The contract shall end on 06/30/2019.

STATUTORY AUTHORITY: Not Applicable

CLASSIFICATION: Subrecipient

PROCUREMENT METHOD:

Exempt

CONTRACT PRICE NOT TO EXCEED: \$19,385.00

FEDERAL FUNDING DOLLARS: \$5,232.00

STATE FUNDING DOLLARS: \$14,153.00

OTHER FUNDING DOLLARS: \$0.00

Specify "Other":

BID/RFP/LIST PRICE AGREEMENT NUMBER:

Not Applicable

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:

FY19: \$19,385.00

LAW SPECIFIED VENDOR STATUTE:

Not Applicable

STATE REPRESENTATIVE:

Teri Lindsey  
4300 Cherry Creek South Drive  
Denver, Colorado 80246

PRICE STRUCTURE: Fixed Price

CONTRACTOR REPRESENTATIVE:

Carol Worrall  
225 North Pine Street, Suite E  
Gunnison, Colorado 81230

PROJECT DESCRIPTION:

This project serves to reduce and eliminate vaccine preventable diseases in Colorado by increasing and maintaining immunization coverage. Local public health agencies will provide core immunization services, according to established best practices and standards, to improve the health of individuals and communities.

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EXHIBITS:

The following exhibits are hereby incorporated:

- Exhibit A - Additional Provisions (and any of its Attachments; e.g., A-1, A-2, etc.)
- Exhibit B - Statement of Work (and any of its Attachments; e.g., B-1, B-2, etc.)
- Exhibit C - Budget (and any of its Attachments; e.g., C-1, C-2, etc.)
- Exhibit D - Option Letter
- Exhibit E - Grant Funding Change Letter

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**GENERAL PROVISIONS**

The following clauses apply to this Task Order Contract. These general clauses may have been expanded upon or made more specific in some instances in exhibits to this Task Order Contract. To the extent that other provisions of this Task Order Contract provide more specificity than these general clauses, the more specific provision shall control.

1. This Task Order Contract is being entered into pursuant to the terms and conditions of the Master Contract including, but not limited to, Exhibit One thereto. The total term of this Task Order Contract, including any renewals or extensions, may not exceed five (5) years. The parties intend and agree that all work shall be performed according to the standards, terms and conditions set forth in the Master Contract.
2. In accordance with section 24-30-202(1), C.R.S., as amended, this Task Order Contract is not valid until it has been approved by the State Controller, or an authorized delegee thereof. The Contractor is not authorized to, and shall not; commence performance under this Task Order Contract until this Task Order Contract has been approved by the State Controller or delegee. The State shall have no financial obligation to the Contractor whatsoever for any work or services or, any costs or expenses, incurred by the Contractor prior to the effective date of this Task Order Contract. If the State Controller approves this Task Order Contract on or before its proposed effective date, then the Contractor shall commence performance under this Task Order Contract on the proposed effective date. If the State Controller approves this Task Order Contract after its proposed effective date, then the Contractor shall only commence performance under this Task Order Contract on that later date. The initial term of this Task Order Contract shall continue through and including the date specified on page one of this Task Order Contract, unless sooner terminated by the parties pursuant to the terms and conditions of this Task Order Contract and/or the Master Contract. Contractor's commencement of performance under this Task Order Contract shall be deemed acceptance of the terms and conditions of this Task Order Contract.
3. The Master Contract and its exhibits and/or attachments are incorporated herein by this reference and made a part hereof as if fully set forth herein. Unless otherwise stated, all exhibits and/or attachments to this Task Order Contract are incorporated herein and made a part of this Task Order Contract. Unless otherwise stated, the terms of this Task Order Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between the Master Contract and this Task Order Contract (including its exhibits and/or attachments), or between this Task Order Contract and its exhibits and/or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of the Master Contract; 2) the Master Contract (other than the Special Provisions) and its exhibits and attachments in the order specified in the Master Contract; 3) this Task Order Contract; 4) the

Additional Provisions - **Exhibit A**, and its attachments if included, to this Task Order Contract; 5) the Scope/Statement of Work - **Exhibit B**, and its attachments if included, to this Task Order Contract; 6) other exhibits/attachments to this Task Order Contract in their order of appearance.

4. The Contractor, in accordance with the terms and conditions of the Master Contract and this Task Order Contract, shall perform and complete, in a timely and satisfactory manner, all work items described in the Statement of Work and Budget, which are incorporated herein by this reference, made a part hereof and attached hereto as "**Exhibit B**" and "**Exhibit C**".
5. The State, with the concurrence of the Contractor, may, among other things, prospectively renew or extend the term of this Task Order Contract, subject to the limitations set forth in the Master Contract, increase or decrease the amount payable under this Task Order Contract, or add to, delete from, and/or modify this Task Order Contract's Statement of Work through a contract amendment. To be effective, the amendment must be signed by the State and the Contractor, and be approved by the State Controller or an authorized delegate thereof. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Task Order Contract on the effective date of such change as if fully set forth herein.
6. The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Task Order Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work - Exhibit B, establishes or creates standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Task Order Contract.
7. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is \$100,000 or higher]*

By entering into this Task Order Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Task Order Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Task Order Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Task Order Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Task Order Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and

prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

8. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

**SIGNATURE PAGE**

Contract Routing Number: 19 FHHA 108886

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

**CONTRACTOR**

**Board of County Commissioners of Gunnison County  
for the use and benefit of the Gunnison County  
Department of Health and Human Services**

**(a political subdivision of the state of Colorado)**

*Phil Chamberland*

Print Name of Authorized Individual

*Chairperson*

Print Title of Authorized Individual

*Phil Chamberland*

Signature of Authorized Individual

*4/17/18*

Date

**STATE OF COLORADO**

John W. Hickenlooper, Governor

**Colorado Department of Public Health and  
Environment**

Larry Wolk, MD, MSPH, Executive Director and  
Chief Medical Officer

By: *Lisa McGovern*

Lisa McGovern

Purchasing and Contracting Section Director, CDPHE

*5.25.18*

Date

**PROGRAM APPROVAL**

Colorado Department of Public Health and Environment

By: *Tom Freyer*  
Signature of Authorized CDPHE Program Approver

*5/10/18*

Date

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

**STATE CONTROLLER**

**Robert Jaros, CPA, MBA, JD**

By: *[Signature]*

Effective Date: *5/31/18*

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**ADDITIONAL PROVISIONS**  
**To Task Order Contract Dated 4/4/2018 CMS Task Order Routing Number 19 FHHA 108886**

These provisions are to be read and interpreted in conjunction with the provisions of the Task Order Contract specified above.

1. This Task Order Contract contains federal and state funds (see Catalog of Federal Domestic Assistance (CFDA) number 93.268).
2. The United States Department of Health and Human Services (“USHHS”), through the Centers for Disease Control and Prevention (“CDC”) has awarded as of 08/01/2017 anticipated federal funds of \$5,885,050.00 under Notice of Cooperative Agreement Award, hereinafter “NCAA”, number 6 NH23IP000719-05-01, to perform the following – Immunization and Vaccines for Children Program.

If the underlying Award authorizes the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that Award, then the State shall reimburse the Contractor for any allowable and allocable expenses of the Contractor that have been incurred by the Contractor since the proposed Effective Date of this Task Order Contract. If the underlying Award does not authorize the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that Award, then the State shall only reimburse the Contractor for those allowable and allocable expenses of the Contractor that are incurred by the Contractor on or after the Effective Date of this Task Order Contract, with such effective date being the later of the date specified in this Task Order Contract or the date the Task Order Contract is signed by the State Controller or delegee.

3. To receive compensation under this Contract, the Contractor shall submit a quarterly electronic progress report as stipulated in Deliverable Number Two (2) of the Statement of Work. This progress report shall document the Contractor’s progress toward completion of the activities in accordance with the Statement of Work. Progress reports must be reviewed and approved by CIB staff before payment is made.

Payment under this Contract shall be made to the Contractor by the State in four (4) payments in accordance with the budget included in this Contract. Payment shall be made only after CIB staff have reviewed and approved the progress report submitted by the Contractor for the corresponding quarter.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

4. Time Limit For Acceptance Of Deliverables.
  - a. Evaluation Period. The State shall have **thirty (30)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
  - b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **thirty (30)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State’s fiscal rules.



- c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **thirty (30)** calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within **thirty (30)** calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order Contract or the Master Contract and all Task Order Contracts entered into pursuant to the Master Contract.
  
5. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.  

The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.
  
6. This award does not include funds for Research and Development.
  
7. The State, at its discretion, shall have the option to extend the term under this Task Order beyond the Initial Term for a period or for successive periods, of 1 year at the same rates and under the same terms specified in the Task Order. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. If exercised, the provisions of the Option Letter shall become part of and be incorporated in the original Task Order. The total duration of this Task Order shall not exceed 5 years.
  
8. The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or Services based upon the rates established in this Task Order and modify the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. Delivery of Goods and/or performance of Services shall continue at the same rates and terms as described in this Task Order.
  
9. The State, at its discretion, may unilaterally increase or decrease the total funds available under this Grant, the funds available under the Grant during any State fiscal Year or the funds available for any specific line items described in this Grant. In order to exercise this right, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit E**. The exercise of this right shall not be valid until it has been approved by the State Controller or designee.
  
10. Transfer of funds within the Budget:
  - a. Transfer funds between budget lines if the total of all **cumulative** transfers is less than 25% of the budgeted amount does not require Immunization Section approval. However the Contractor shall notify the Section of the changes in writing prior to the transfer of funds.
  - b. When the cumulative total of all transfers equals or exceeds twenty five percent (25%) of the total budgeted amount, the Contractor must obtain written permission from the Immunization Section to move any funds between lines. The Contractor shall submit the Immunization Section approved budget modification form prior to making revised expenditures. The Immunization Section staff will evaluate the request and inform the Contractor of a decision within 15 calendar days of receiving the request.



STATEMENT OF WORK  
To Original Contract Routing Number: 19 FHHA 108886

**These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.**

**I. Entity Name:** Gunnison County Department of Health and Human Services

**II. Project Description:**

This project serves to reduce and eliminate vaccine preventable diseases in Colorado by increasing and maintaining immunization coverage. Local public health agencies will provide core immunization services, according to established best practices and standards, to improve the health of individuals and communities.

**III. Definitions:**

1. ACIP: Advisory Committee on Immunization Practices
2. CCC: Child Care Centers as defined by *Colorado State Board of Health Rule 6 CCR 1009-2*
3. CCR: Code of Colorado Regulations
4. CDC: Center for Disease Control and Prevention
5. CDPHE: Colorado Department of Public Health and Environment
6. CIIS: Colorado Immunization Information System
7. CIIS reminder/recall: Reminder/recall involves identifying patients who are due (reminder) or overdue (recall) for immunizations and contacting them to schedule an appointment.
8. CIB: Colorado Immunization Branch
9. Core immunization services: As defined by the Colorado State Board of Health: assure access to immunizations using established standards, and, in collaboration with CDPHE, monitor community immunization levels.
10. Deputization: The formal extension of authority to provide VFC vaccines to eligible underinsured children from a participating FQHC or RHC to another VFC-enrolled provider; typically a local public health agency. Previously called Delegation of Authority.
11. Evidence-based: Conscientious use of current scientific evidence and clinical expertise.
12. FQHC: Federally Qualified Health Center
13. Jurisdiction: Power or right of a legal or political agency to exercise its authority over a person, subject matter, or territory.
14. LPHA: Local Public Health Agency
15. MOU: Memorandum of Understanding
16. RHC: Rural Health Center
17. School: As defined by the Colorado State Board of Health: all child care facilities licensed by the Colorado Department of Human Services including: child care centers, school-age child care center, preschools, day camps, resident camps, day treatment centers, family child care homes, foster care homes, and head start programs; public, private, or parochial kindergarten, elementary or secondary schools through grade twelve, or a college or university.

**EXHIBIT B**

- 18. Section 317 Vaccine: Vaccine funding used to support infrastructure critical to vaccine program success including vaccine for: uninsured and underinsured adults, outbreak response and preparedness support.
- 19. VFC: Vaccines for Children
- 20. VPD: Vaccine preventable disease

**IV. Work Plan:**

<b>Goal #1:</b> Reduce vaccine preventable diseases in Colorado by increasing or maintaining immunization coverage.	
<b>Objective #1:</b> No later than the expiration of the contract, the Contractor shall provide core immunization services intended to improve the health of individuals and communities.	
<b>Primary Activity #1</b>	The Contractor shall implement immunization services within its jurisdiction.
<b>Sub-Activities #1</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall maintain inventory of all ACIP recommended VFC vaccines available through the VFC program.</li> <li>2. The Contractor shall vaccinate children eligible for VFC vaccine per ACIP recommendations.</li> <li>3. The Contractor shall vaccinate persons eligible for Section 317 vaccine per ACIP recommendations.</li> <li>4. The Contractor shall enter immunization data into CIIS within 30 days of vaccine administration.</li> <li>5. The Contractor shall review the county level Immunization Rates Report for the following information:             <ol style="list-style-type: none"> <li>a. children 19-35 months of age no later than 30 days after distribution by CIB</li> <li>b. adolescents 13-17 years of age no later than 30 days after distribution by CIB</li> <li>c. compare to the <i>CDC National Immunization Surveys; Child and Teen</i> and CIIS-generated statewide rates provided by CIB in order to increase awareness of county versus state and national immunization rates within the 30 days that the rates report is distributed by the CIB</li> </ol> </li> <li>6. The Contractor shall implement a minimum of one (1) evidence based strategy, such as CIIS reminder/recall, to reduce or eliminate coverage disparities by race, ethnicity and socio-economic status.</li> <li>7. The Contractor shall promote informed vaccine decision making by educating a minimum of one (1) of the following:             <ol style="list-style-type: none"> <li>a. consumers</li> <li>b. healthcare providers</li> <li>c. staff who administer immunizations</li> <li>d. policy makers</li> </ol> </li> <li>8. The Contractor shall promote seasonal influenza vaccine, with new and existing partners, including those in the commercial sector, to improve preparedness in the event of an influenza pandemic.</li> <li>9. The Contractor shall maintain a deputization MOU with an FQHC/RHC.</li> </ol>

**EXHIBIT B**

	<p>10. The Contractor shall deliver information to schools and CCCs about the <i>Colorado State Board of Health Rule 6 CCR 1009-2</i> annual reporting deadline.</p> <ol style="list-style-type: none"> <li>a. The Contractor shall respond to questions from schools to assist in preparation for reporting compliance.</li> <li>b. The Contractor shall respond to questions from CCCs to assist in preparation for reporting compliance.</li> <li>c. The Contractor shall follow up with schools who fail to report data.</li> <li>d. The Contractor shall follow up with CCCs who fail to report data.</li> </ol> <p>11. The Contractor shall perform duties as requested by the CIB related to identified immunization needs, and VPD and Hepatitis B case surveillance.</p>
<p><b>Primary Activity #2</b></p>	<p>The Contractor shall maintain staff immunization expertise.</p>
<p><b>Sub-Activities #2</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall call in to the monthly CIB Immunization Update call.</li> <li>2. If the monthly call is missed, the Contractor shall listen to the audio recording of the call provided by the CIB within 30 days.</li> <li>3. The Contractor shall attend a minimum of one (1) immunization related training or conference.</li> </ol>
<p><b>Standards and Requirements</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall use the final results of the <i>CDC National Immunization Surveys; Child and Teen</i> and CIIS-generated statewide rates provided by CIB via email communication in order to increase awareness of county versus state and national immunization rates.</li> <li>2. The Contractor shall comply with the requirements for entering/submitted immunization data into CIIS as agreed to in the <i>CIIS Letter of Agreement</i> found within the online CIIS Resource Center located on the following website, <a href="https://www.ciisresources.com">https://www.ciisresources.com</a>. The content of this website is incorporated and made part of this task order by reference.</li> <li>3. The Contractor shall comply with the ACIP recommendations for vaccine administration located on the following website, <a href="http://www.cdc.gov/vaccines/acip/index.html">http://www.cdc.gov/vaccines/acip/index.html</a>. The content of this website is incorporated and made part of this task order by reference.</li> <li>4. The Contractor shall promote compliance with school immunization rules within the <i>Colorado State Board of Health Rule 6 CCR 1009-2</i> located on the following website, <a href="http://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=6316">http://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=6316</a>. This document establishes immunization standards and is incorporated and made part of this task order by reference.</li> <li>5. The Contractor shall maintain a signed VFC provider Enrollment Agreement.</li> </ol>

**EXHIBIT B**

	<ol style="list-style-type: none"> <li>6. The Contractor shall comply with the requirements for utilizing VFC vaccine agreed to in the VFC Provider Enrollment Agreement packet provided by CIB.</li> <li>7. The Contractor shall comply with the eligibility requirements for utilizing Section 317 vaccine as provided by CIB via email communication.</li> <li>8. The Contractor shall use a minimum of one (1) evidence based strategy to eliminate coverage disparities by race, ethnicity and socio-economic status located on the following website, <a href="http://www.thecommunityguide.org">www.thecommunityguide.org</a>. The content of this website is incorporated and made part of this task order by reference.</li> <li>9. The Contractor shall use deputization MOU guidance as provided by CIB via email communication.</li> <li>10. Contractors that serve as a FQHC or a RHC do not require a deputization MOU.</li> <li>11. CDPHE will provide programmatic technical assistance upon request.</li> <li>12. The Contractor shall complete an electronic quarterly progress report using the <i>2018/19 Immunization Core Services Quarterly Progress Report</i>, via the following website, <a href="https://fs9.formsite.com/ColoradoIMMprogram/2018CoreProgress-Report/index.html">https://fs9.formsite.com/ColoradoIMMprogram/2018CoreProgress-Report/index.html</a>. The content of this website is incorporated and made part of this task order by reference.</li> <li>13. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</li> </ol>						
<p><b>Expected Results of Activity(s)</b></p>	<ol style="list-style-type: none"> <li>1. Immunizations are provided within the Contractor’s jurisdiction.</li> <li>2. Immunizations are marketed within the Contractor’s jurisdiction.</li> <li>3. Immunizations are administered within the Contractor’s jurisdiction.</li> </ol>						
<p><b>Measurement of Expected Results</b></p>	<ol style="list-style-type: none"> <li>1. Data contained in Immunization Rates Report</li> <li>2. Data contained in quarterly progress reports</li> </ol>						
<p><b>Deliverables</b></p>	<table border="1"> <thead> <tr> <th data-bbox="488 1461 1252 1493"></th> <th data-bbox="1252 1461 1487 1493"><b>Completion Date</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="488 1493 1252 1682"> <ol style="list-style-type: none"> <li>1. The Contractor shall submit, electronically, a signed VFC Provider Enrollment Agreement.</li> </ol> </td> <td data-bbox="1252 1493 1487 1682">                     No later than 30 business days following the receipt of the enrollment packet, and by 06/30/2019                 </td> </tr> <tr> <td data-bbox="488 1682 1252 1808"> <ol style="list-style-type: none"> <li>2. The Contractor shall submit an electronic quarterly progress report using the <i>2018/19 Immunization Core Services Quarterly Progress Report</i>.</li> </ol> </td> <td data-bbox="1252 1682 1487 1808">                     No later than 30 calendar days following the last calendar day of                 </td> </tr> </tbody> </table>		<b>Completion Date</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall submit, electronically, a signed VFC Provider Enrollment Agreement.</li> </ol>	No later than 30 business days following the receipt of the enrollment packet, and by 06/30/2019	<ol style="list-style-type: none"> <li>2. The Contractor shall submit an electronic quarterly progress report using the <i>2018/19 Immunization Core Services Quarterly Progress Report</i>.</li> </ol>	No later than 30 calendar days following the last calendar day of
	<b>Completion Date</b>						
<ol style="list-style-type: none"> <li>1. The Contractor shall submit, electronically, a signed VFC Provider Enrollment Agreement.</li> </ol>	No later than 30 business days following the receipt of the enrollment packet, and by 06/30/2019						
<ol style="list-style-type: none"> <li>2. The Contractor shall submit an electronic quarterly progress report using the <i>2018/19 Immunization Core Services Quarterly Progress Report</i>.</li> </ol>	No later than 30 calendar days following the last calendar day of						

**EXHIBIT B**

		September, December, March, and by 06/30/2019
	3. The Contractor shall submit immunization data into CIIS.	No later than 30 days following vaccine administration, and within the contract term

**V. Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor.

**VI. Resolution of Non-Compliance:**

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the CDPHE Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

<b>BUDGET</b> To Task Order Contract Dated 4/4/2018 - Contract Routing Number 19 FHHA 108886
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<b>Original Budget</b>	
<b>Immunization Core Service Activities-Gunnison</b>	
<b>Federal (FY19)</b>	
Federal PPHF funds	\$5,232
<b>State (FY19)</b>	
Tobacco Tax funds	\$11,307
MSA funds	\$2,846
<b>TOTAL AMOUNT:</b>	<b>\$19,385</b>

**OPTION LETTER**

<b>Date:</b>	<b>State Fiscal Year:</b>	<b>Option Letter No.</b>	<b>Original Contract CMS#</b>
		<b>Option Letter CMS Routing #</b>	<b>CORE Encumbrance #</b>

**DELETE** all **BLUE** text, **CUSTOMIZE Red** text and **CHANGE Red** text to **Black** after customization.

**1) OPTIONS:** Choose all applicable options listed below

- a. Option to extend for a renewal or additional term
- b. Option to change amount of goods
- c. Option to change amount of services
- d. Option to change contract rates
- e. Option to initiate next phase of contract

**2) REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

- a. **For use with Options a:** In accordance with Section(s) **enter Section** the Original Contract referenced above between the State of Colorado, Colorado Department of Public Health and Environment, and **enter Contractor's name** the State hereby exercises its option for an additional term beginning **insert start date** and ending on **insert end date** at the rates stated in the Original Contract, as amended.
- b. **For use with Option b and c.** In accordance with Section(s) **enter Section** of the Original Contract routing number referenced above, between the State of Colorado, Colorado Department of Public Health and Environment, and **enter Contractor's name** the State hereby exercises its option to **Increase/Decrease** the quantity of **Goods/Services or both** at the same cost/price as specified in **enter Exhibit/Attachment name**.
- c. **For use with Option d.** In accordance with Section(s) **enter Section** of the Original Contract routing number referenced above, the State hereby exercise its option to modify the Contract rates specified in **Exhibit/Section number**. The Contract rates attached to this Option letter in **enter Exhibit/Attachment name** replace the rates in the original Contract as of the Option Effective Date of this Option Letter.
- d. **For use with Option e:** In accordance with Section(s) **enter Section** of the Original Contract routing number referenced above, the State hereby exercise its option to initiate Phase **indicate which Phase: 2, 3, 4 etc.** which shall begin on **insert start date** and ending on **insert end date** at the cost/price specified in Section **enter Section** the Original Contract referenced above.
- e. **For use with Options a, b, c that modify the contract value:** The amount of the current Fiscal Year contract value is **increased/decreased** by \$ **enter amount of change** to a new contract value of **insert new \$ amount** as consideration for services/goods ordered under the contract for the current fiscal year **Indicate Fiscal Year**. The Contract **is** hereby modified accordingly. The amended total contract financial obligation including all previous amendments, option letters, etc. is **insert new \$ amount**.

**3) Effective Date:** The effective date of this Option Letter is upon approval of the State Controller **if exact date is required complete the following: enter date, and include the following: whichever is later.**

<p><b>STATE OF COLORADO</b>  <b>John W. Hickenlooper, GOVERNOR</b>                  Department of Public Health and Environment</p>	<p><b>PROGRAM APPROVAL:</b></p>
<p>By: Lisa McGovern, Purchasing &amp; Contracts Section Director</p> <p>Date: _____</p>	<p>By: _____</p> <p>Date: _____</p>

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

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

Date: \_\_\_\_\_

## GRANT FUNDING CHANGE LETTER

<b>Date:</b>	<b>State Fiscal Year:</b>	<b>Grant Funding Change Letter (GFCL) #</b>	<b>CMS Routing #</b>
			<b>CORE Encumbrance #</b>

TO: <Insert Grantee's name>

In accordance with Section \_\_\_\_\_ of the Original Contract routing number \_\_\_\_\_, [insert the following language here if previous amendment(s), renewal(s) have been processed] as amended by \_\_\_\_\_ [include all previous amendment(s), renewal(s) and their routing numbers], [insert the following words here if previous amendment(s), renewal(s) have been processed] between the State of Colorado, Department of Public Health and Environment and <insert contractor name> beginning <insert start date of original contract> and ending on <insert ending date of current contract amendment>, the undersigned commits the following funds to the Grant:

The amount of (federal, state, other) grant funds available and specified in Section \_\_\_\_\_ of <insert previous contract modification number and routing number> is  increased or  decreased by \$ \_\_\_\_\_ amount of change to new total funds for the period <date to date> of \$ \_\_\_\_\_ <insert new period cumulative total> for the following reason: Section \_\_\_\_\_ is hereby modified accordingly. **The revised Budget is incorporated herein by this reference and identified as Revised Exhibit \*.** (if budget attached; delete sentence if no budget included.)  
 Complete the table below; insert/delete rows as needed.

The table below reflects the original budget and all modifications to the total since the effective date of the Original Contract.

SUMMARY OF CHANGES					
Document Type	CMS Routing #	Funding Source (federal, state, other)	Period	Dollar Amount	Period Total
Original Contract				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
<b>Contract Cumulative Grand Total</b>				\$	\$

This Grant Funding Change Letter does not constitute an order for services under this Grant. The effective date of hereof is upon approval of the State Controller or <insert projected effective date>, whichever is later.

**STATE OF COLORADO**  
 John W. Hickenlooper, Governor  
**Department of Public Health and Environment**

**PROGRAM APPROVAL**  
 Colorado Department of Public Health and Environment

By: \_\_\_\_\_  
 Lisa McGovern  
 Purchasing and Contracting Section Director, CDPHE

By: \_\_\_\_\_  
 INSERT-Name of Authorized Individual  
 INSERT-Official Title of Authorized Individual

\_\_\_\_\_ Date

\_\_\_\_\_ Date

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

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
 Name of Agency Delegate-Please delete if contract will be routed to OSC for approval.

Effective Date: \_\_\_\_\_

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

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**Agenda Item:** Colorado Department of Public Health and Environme

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

**Parties to the Agreement:** CDPHE

**Term Begins:** June 2022

**Term Ends:**

**Grant Contract #:**

**Summary:**

The district public health agency shall participate in assessment and planning effort at the state, regional, and local level facilitated by the Office of Public Health Practice, Planning, and Local Partnerships. These efforts shall

**Fiscal Impact:** \$142,835.00

**Submitted by:** Blair Burgess

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/9/2022

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/4/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 5/17/2022

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## TASK ORDER

<p><b>State Agency</b>          State of Colorado for the use &amp; benefit of the          Department of Public Health and Environment          Office of Public Health Practice, Planning &amp; Local Partnerships          4300 Cherry Creek Drive South          Denver CO 80246</p>	<p><b>Contractor</b>          Board of County Commissioners of Gunnison County          (a political subdivision of the state of Colorado)          200 East Virginia Avenue          Gunnison, Colorado 81230-2297          for the use and benefit of the          Gunnison County Department of Health and Human          Services          225 North Pine Street, Suite E          Gunnison, Colorado 81230-2333</p>								
<p><b>Master Task Order Contract Number</b>          23 FAA 00023</p> <p><b>Task Order Number</b>          2023*0026</p>	<p><b>Task Order Performance Beginning Date</b>  <b>The later of the Task Order Effective Date or July 1, 2022</b></p>								
<p><b>Task Order Maximum Amount</b></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;"><b>Initial Term</b></td> <td></td> </tr> <tr> <td style="padding-left: 20px;">State Fiscal Year 2023</td> <td style="text-align: right;">\$142,835.00</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Total for All State Fiscal Years</td> <td style="text-align: right;">\$142,835.00</td> </tr> </table>	<b>Initial Term</b>		State Fiscal Year 2023	\$142,835.00			Total for All State Fiscal Years	\$142,835.00	<p><b>Task Order Expiration Date</b>  <b>June 30, 2023</b></p> <p>Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.</p>
<b>Initial Term</b>									
State Fiscal Year 2023	\$142,835.00								
Total for All State Fiscal Years	\$142,835.00								
<p><b>Pricing/Funding</b>          Price Structure: Fixed Price  <b>Contractor Shall Invoice:</b> Quarterly  <b>Funding Source:</b>          Federal           \$15,726.00          State               \$127,109.00</p>	<p><b>Miscellaneous:</b>          Authority to enter into this Contract exists in:          C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113          Law Specified Vendor Statute (if any): Enter Program specific</p> <p><b>Procurement Method:</b> Exempt  <b>Solicitation Number (if any):</b> Not Applicable</p>								
<p><b>State Representative</b>          Michele Shimomura          Director          Administration Division, Office of Public Health Practice,          Planning, and Local Partnerships          Colorado Department of Public Health and Environment          4300 Cherry Creek Drive South          Denver, CO 80246          Michele.Shimomura@state.co.us</p>	<p><b>Contractor Representative</b>          Joni Reynolds          Health and Human Services Director          Gunnison County Department of Health and Human          Services          225 North Pine Street, Suite E          Gunnison, Colorado 81230-2333          jreynolds@gunnisoncounty.org</p>								
<p><b>Exhibits and Order of Precedence</b>          The following Exhibits and attachments are included with this Contract:</p> <ul style="list-style-type: none"> <li>Exhibit A Statement of Work</li> <li>Exhibit B Budget</li> <li>Exhibit C Federal Provisions</li> </ul>									
<p><b>Contract Purpose</b></p> <p><b>The district public health agency shall participate in assessment and planning effort at the state, regional, and local level facilitated by the Office of Public Health Practice, Planning, and Local Partnerships. These efforts shall include maintaining and improving local capacity to provide services as established by the State Board of Health.</b></p>									

In accordance with §4.B of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

**1. PROJECT DESCRIPTION**

Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein (the “SOW”). All terminology used in this Task Order and the SOW shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as “Exhibit B - Statement of Work” and Exhibit C - Budget.

**2. PAYMENT**

The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the SOW and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

**3. PERFORMANCE PERIOD**

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the SOW prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

**4. TASK ORDER EFFECTIVE DATE:**

The Effective Date of this Task Order is upon approval of the State Controller.

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

<p align="center"><b>CONTRACTOR</b></p> <p align="center"><b>Board of County Commissioners of Gunnison County</b>  (a political subdivision of the state of Colorado)  <b>for the use and benefit of the</b>  <b>Gunnison County Department of Health and Human</b>  <b>Services</b></p> <hr/> <p align="center">By: Signature</p> <p><b>Blair Burgess</b></p> <hr/> <p align="center">Name of Person Signing for Contractor</p> <hr/> <p align="center">Title of Person Signing for Contractor</p> <hr/> <p>Date: _____</p>	<p align="center"><b>STATE OF COLORADO</b></p> <p align="center"><b>Jared S. Polis, Governor</b></p> <p align="center"><b>Colorado Department of Public Health and Environment</b>  <b>Jill Hunsaker Ryan, MPH, Executive Director</b></p> <hr/> <p align="center">By: Signature</p> <hr/> <p align="center">Name of Executive Director Delegate</p> <hr/> <p align="center">Title of Executive Director Delegate</p> <hr/> <p>Date: _____</p>
--	--

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

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

---

By: Signature

---

Name of State Controller Delegate

---

Title of State Controller Delegate

---

Effective Date: \_\_\_\_\_

**--Signature Page End--**

**EXHIBIT A****STATEMENT OF WORK**

To Original Contract Number 2023\*0026

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

**1. Project Description:**

Local public health agencies are essential to the provision of quality and comprehensive public health services throughout the state and are critical partners with the Colorado Department of Public Health and Environment in maintaining a strong public health system. Each local public health agency shall assure the provision of Core Public Health Services, which includes Maternal and Child Health (MCH), within their jurisdiction. The scope of the provision of each Core Public Health Service is determined at the local level, and may differ across agencies based on community needs, priorities, funding and capacity. The Office of Public Health Practice, Planning, and Local Partnerships (OPHP) and the local public health agency are accountable in assuring state moneys are being used effectively to provide Core Public Health Services.

**2. Definitions:**

- a. CDPHE: Colorado Department of Public Health and Environment
- b. CDS: CYSHCN Data System
- c. CYSHCN: Children and Youth with Special Health Care Needs
- d. HCP: Program for Children and Youth with Special Health Care Needs
- e. MCH: Maternal and Child Health
- f. OPHP: Office of Public Health Practice, Planning, and Local Partnerships

**3. Work Plan:****a. Local Core Public Health Services**

<b>Goal #1:</b> Strengthen Colorado's public health system by ensuring core public health services are available statewide.	
<b>Objective #1:</b> No later than the expiration of the contract, the contractor shall provide support for Core Public Health Services.	
<b>Primary Activity #1</b>	The Contractor shall provide or assure the provision of Core Public Health Services within their jurisdiction.
<b>Sub-Activities #1</b>	1. The Contractor shall comply with the <i>Core Public Health Services Rule 6 CCR 1014-7</i> . These documents are incorporated and made part of this contract by reference and are available on the following website <a href="http://www.sos.state.co.us/CCR/NumericalDeptList.do">http://www.sos.state.co.us/CCR/NumericalDeptList.do</a> .
<b>Primary Activity #2</b>	The Contractor shall prepare a report.
<b>Sub-Activities #2</b>	1. The Contractor shall prepare an annual report.

<p><b>Standards and Requirements</b></p>	<ol style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. The Contractor shall participate in assessment and planning efforts at the state, regional and local level facilitated by OPHP. The Contractor shall utilize the Colorado Health Assessment and Planning System (CHAPS) guidance as a technical assistance resource for all activities. These efforts shall assist in defining the core services delivery appropriate to meet local needs and in identifying strategies to improve local health outcomes. This information is located on the CDPHE local public health and environmental resources website <a href="https://www.colorado.gov/cdphe-lpha">https://www.colorado.gov/cdphe-lpha</a> and is incorporated and made part of this contract by reference.</li> <li>3. The Contractor shall be guided by <i>Colorado Minimum Quality Standards for Public Health Services 6 CCR 1014-9</i>. This document is incorporated and made part of this contract by reference and is available on the following website: <a href="http://www.sos.state.co.us/CCR/Welcome.do">http://www.sos.state.co.us/CCR/Welcome.do</a>.</li> <li>4. The Contractor shall contribute funding for its local health services as determined necessary by the Contractor to meet their local health needs.</li> <li>5. CDPHE will compile data that has been provided by the Contractor to other CDPHE programs to verify services provided or assured.</li> </ol>		
<p><b>Expected Results of Activity(s)</b></p>	<p>Increase or maintain core public health services within the Contractor’s jurisdiction to meet local needs.</p>		
<p><b>Measurement of Expected Results</b></p>	<ol style="list-style-type: none"> <li>1. Data provided in the Contractor annual report provides evidence of the services provided or assured through another local public health agency and how these core services are funded. Additional data is provided at the program level to CDPHE.</li> </ol>		
<p><b>Deliverables</b></p>	<table border="1"> <tr> <td data-bbox="1235 1155 1546 1192"> <p><b>Completion Date</b></p> </td> </tr> <tr> <td data-bbox="1235 1192 1546 1302"> <p>No later than June 15</p> </td> </tr> </table>	<p><b>Completion Date</b></p>	<p>No later than June 15</p>
<p><b>Completion Date</b></p>			
<p>No later than June 15</p>			

**B. Maternal and Child Health Services**

<p><b>Goal #1:</b> Promote healthy outcomes for Colorado women, children and youth.</p>	
<p><b>Objective #1:</b> No later than the expiration of the contract, improve the health and well-being of mothers and children by employing primary prevention and early intervention public health strategies.</p>	
<p><b>Primary Activity #1</b></p>	<p>The Contractor shall implement evidence-based strategies to improve maternal and child health, including CYSHCN.</p>
<p><b>Sub-Activities #1</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall complete the electronic, CDPHE-provided MCH Planning Form, including identification of one or more selected priority(ies) to be implemented, which may include CHAPS.</li> <li>2. The Contractor shall implement their CDPHE approved local plan submitted within the agency’s MCH Planning Form.</li> <li>3. The Contractor shall complete the electronic, CDPHE-provided MCH Annual Reporting Form.</li> </ol>

<p><b>Standards and Requirements</b></p>	<ol style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. The Contractor’s work shall be guided by the OPHP MCH 2023-2027 Planning Guidance for Local Public Health Agencies. This information is located on the MCH website <a href="http://www.mchcolorado.org">www.mchcolorado.org</a> and incorporated and made part of this contract by reference.</li> <li>3. The Contractor shall either             <ol style="list-style-type: none"> <li>a. participate in the Mid-Year check-in call or</li> <li>b. complete an electronic, CDPHE-provided Mid-Year check-in form</li> </ol> </li> <li>4. CDPHE will provide the electronic program templates for the implementation of work represented in this contract:             <ol style="list-style-type: none"> <li>a. MCH Annual Reporting Form, to be provided via email no later than thirty (30) days before the form is due.</li> <li>b. Mid-Year Check-in Form, to be provided via email no later than fourteen (14) days before the form is due.</li> <li>c. MCH Planning Form, to be provided via email no later than sixty (60) days before the form is due.</li> </ol> </li> <li>5. Contractors receiving greater than \$40,000 in MCH Block Grant Funding, shall either             <ol style="list-style-type: none"> <li>a. implement HCP, a Program for Children and Youth with Special Health Care Needs, or</li> <li>b. implement another approved CYSHCN activity within their agreed upon jurisdiction.</li> </ol> </li> </ol>								
<p><b>Expected Results of Activity(s)</b></p>	<p>Maintain or increase the health status and needs of the maternal and child population within the Contractor’s jurisdiction</p>								
<p><b>Measurement of Expected Results</b></p>	<p>The expected results will be measured based on selections made to the electronic MCH and HCP Annual Report and Planning Form. All listed expected results may not apply.</p> <ol style="list-style-type: none"> <li>1. Performance toward MCH objectives (Objective 1) shall be measured through completion of the electronic Mid-Year Check-in Call or Form.</li> <li>2. Performance toward MCH objectives (Objective 1) shall be measured through completion of the electronic MCH Annual Reporting Form.</li> </ol>								
<p><b>Deliverables</b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: center;"><b>Completion Date</b></th> </tr> </thead> <tbody> <tr> <td>1. The Contractor shall submit the electronic MCH Annual Reporting Form for the <u>previous</u> contract period.</td> <td style="text-align: center;">No later than August 15</td> </tr> <tr> <td>2. The Contractor shall submit the Mid-Year check-in electronic form. (This deliverable is for contractors who elected to complete the form rather than attend the Mid-Year check-in call, as outlined in Standard and Requirements 4 above.)</td> <td style="text-align: center;">No later than December 30</td> </tr> <tr> <td>3. The Contractor shall submit the electronic MCH Annual Planning Form for the next contract period.</td> <td style="text-align: center;">No later than May 31</td> </tr> </tbody> </table>		<b>Completion Date</b>	1. The Contractor shall submit the electronic MCH Annual Reporting Form for the <u>previous</u> contract period.	No later than August 15	2. The Contractor shall submit the Mid-Year check-in electronic form. (This deliverable is for contractors who elected to complete the form rather than attend the Mid-Year check-in call, as outlined in Standard and Requirements 4 above.)	No later than December 30	3. The Contractor shall submit the electronic MCH Annual Planning Form for the next contract period.	No later than May 31
	<b>Completion Date</b>								
1. The Contractor shall submit the electronic MCH Annual Reporting Form for the <u>previous</u> contract period.	No later than August 15								
2. The Contractor shall submit the Mid-Year check-in electronic form. (This deliverable is for contractors who elected to complete the form rather than attend the Mid-Year check-in call, as outlined in Standard and Requirements 4 above.)	No later than December 30								
3. The Contractor shall submit the electronic MCH Annual Planning Form for the next contract period.	No later than May 31								

**4. Monitoring:**

CDPHE’s monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Office of Public Health Practice, Planning, and Local Partnerships’s Contract Monitor.

Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, site visits and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

**5. Resolution of Non-Compliance:**

The Contractor will be notified in writing within **seven (7)** calendar days of discovery of a compliance issue. Within **thirty (30)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the time line, the Contractor must email a request to the Contract Monitor in the Office of Public Health Practice, Planning, and Local Partnerships and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

<b>BUDGET</b>
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**I. Entity Name:** Gunnison County Dept of Health and Human Services

**II. Budget:**

Quarter	Local Planning and Support Amount	Maternal Child Health Amount	TOTAL Payment
July 1 through September 30	\$31,777.00	\$3,932.00	\$35,709.00
October 1 through December 31	\$31,777.00	\$3,932.00	\$35,709.00
January 1 through March 31	\$31,777.00	\$3,932.00	\$35,709.00
April 1 through June 30	\$31,777.00	\$3,932.00	\$35,709.00
<b>Total</b>	\$127,109.00	\$15,726.00.00	\$142,835.00

## Federal Provisions - Maternal and Child Health Services

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

### 1) Federal Award Identification

- a. Subrecipient: Gunnison County Dept of Health and Human Services
- b. Subrecipient DUNS number: 133115220
- c. The Federal Award Identification Number (FAIN) is **B0445202**.
- d. The Federal award date is **10/13/2021**.
- e. The subaward period of performance start date is **07/01/2022** and end date is **06/30/2023**.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
<b>10/1/2021 - 9/30/2023</b>	<b>\$1,285,834.00</b>	<b>\$1,285,834.00</b>

- g. Federal award title of project or program: **Maternal and Child Health Services**.
  - h. The name of the Federal awarding agency is: **Department of Health and Human Services** and the contact information for the awarding official is Debra Wagler [dwagler@hrsa.gov](mailto:dwagler@hrsa.gov); the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Rachel Hutson, Project Director.
  - i. The Catalog of Federal Domestic Assistance (CFDA) number is **93.994** and the grant name is **Maternal and Child Health Services Block Grant to the States**.
  - j. This award **is not** for research & development.
  - k. Subrecipient **is not** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
  - l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.
- 2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.
  - 3) Any additional requirements that CDPHE imposes on the Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
  - 4) Subrecipient’s approved indirect cost rate is as stated in the Exhibits.

- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
  - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
  - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
  - c. when required by Federal program legislation, 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 of Public Work Financed in Whole or in Part by Loans or Grants from the United States");
  - d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
  - e. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
  - f. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
  - g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
  - h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
  - i. 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 comply with 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.

- j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
  - k. if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, 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.
  - l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
  - m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
  - n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
  - o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- 12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE 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 CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
- 15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.
- 16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient’s final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient’s failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

- 17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

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

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**Agenda Item:** Lease Agreement Approval; Banx LLC; for Crested Bu

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**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Leased space for GCSAPP in Crested Butte

**Fiscal Impact:** 9600

**Submitted by:** John Cattles

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/9/2022

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/9/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 5/17/2022

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## LEASE

**THIS LEASE**, made and entered into as of the 1st day of June, 2022, at Crested Butte, Gunnison County, Colorado, is between:

Banx LLC, a Colorado limited liability company ("Lessor"),

and

Gunnison County ("Tenant").

### WITNESSETH:

**FOR AND IN CONSIDERATION** of payment of rent and the keeping and performance of the covenants and agreements by Tenant, Lessor has leased and by these presents does grant, demise and lease unto Tenant the following described real property in the County of Gunnison and State of Colorado, to-wit:

Unit H, 115 Elk Avenue, Town of Crested Butte, County of Gunnison, State of Colorado ("premises").

**TO HAVE AND TO HOLD** the premises with all appurtenances unto Tenant from June 1, 2022, until May 31, 2023, pursuant to the following terms and conditions:

### ARTICLE 1

#### RENT COMPUTATION

**1-1. Rent:** Tenant agrees to pay Rent for the full term aforesaid of Nine Thousand, Six Hundred Dollars (\$9,600), payable in 12 monthly installments of \$800 each, in advance, on or before the 1<sup>st</sup> day of each calendar month during said term.

**1-2. Rent Payment:** Rent shall be paid at the office of the Lessor, P.O. Box 1477, Crested Butte, CO 81224, or at such other location as Lessor shall designate in writing, without prior notice, deduction or set-off.

## ARTICLE 2

### TENANT HEREBY COVENANTS AND AGREES WITH LESSOR AS FOLLOWS:

**2-1. Rental Payments.** To pay the Total Rent on or before the 1st day of each month as hereinabove set forth and further, a late charge of \$200.00 plus interest at the rate of one and one-half percent (1.5%) per month (18% per year) on any rent or other payments which are not paid within seven days of the due date.

**2-2. Utilities.** To pay all charges for utilities relating to Tenant's premises, including, without limitation, telephone, electricity, internet and cable TV.

**2-3. Personal Property Taxes.** Tenant is a public entity, but to the extent required by law, to timely pay all personal property taxes attributable to Tenant's business operation on the premises.

**2-4. Finish and Remodeling.** To make no finish, remodeling, painting or decoration change or alteration of the premises in any respect, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, and further, at its own cost, to do all finish work and remodeling necessary for its business operation to be conducted on the premises. All work by Tenant shall be performed in a workmanlike manner in compliance with applicable building and other codes. All permanent additions and fixtures shall become the property of Lessor.

**2-5. Repairs and Maintenance.** To make all day to day repairs to the leased premises as may be necessary to keep the premises in as good a condition as when received, normal wear and tear excepted. In addition, Tenant shall keep the exterior of the leased premises, including the adjacent hallway and windows, in a neat, clean and safe condition at all times.

**2-6. Refuse and Janitorial.** To keep and maintain the premises in a neat, orderly, clean and sanitary condition at all times.

**2-7. Use of Premises.**

A. To occupy and use the leased premises solely for the operation of the Gunnison County Substance Abuse Protection Project and/or other office purposes. No other use of the premises shall be allowed by Tenant

without Lessor's prior written consent, which consent shall not be unreasonably withheld by Lessor.

B. Tenant further agrees not to occupy or use the said premises, nor permit the premises to be occupied or used for any purpose deemed extra-hazardous on account of fire without the prior written permission of the Lessor, nor in any manner which would tend to disturb or annoy any occupant of other units.

C. No smoking shall be allowed in the premises or in the Building at any time.

D. On-site parking is prohibited.

E. Tenant agrees not to place any property of any kind outside of the leased premises or otherwise alter the exterior appearance of the leased premises without obtaining Lessor's prior written approval.

**2-8. Signs.** Tenant shall install only exterior and/or window signs which:

A. Comply with all applicable ordinances of and permits issued by the Town of Crested Butte; and

B. Have received the prior, written approval of Lessor, which approval shall not be unreasonably withheld.

**2-9. Liens.** To keep the leased premises free and clear of all liens of any kind.

**2-10. Insurance.** Tenant is a public entity within the meaning of the Colorado Governmental Immunity Act (CGIA), Colo. Rev. Stat. § 24-10-101 et seq, as amended. Nonetheless, to maintain in force continuously throughout the term of this Lease and any extension hereof, public liability insurance covering the leased premises with a combined single limit of at least \$1,000,000, naming Lessor as an additional insured and fire and extended coverage on the contents of the premises in an amount equal to the fair market value thereof. Proof of insurance coverage in accordance with this paragraph shall be furnished to Lessor annually and upon written request. Tenant's personal property shall in no way be insured by Lessor.

**2-11. Subletting and Assignment.** To not sublet the premises or assign, sell or encumber this Lease, in whole or in part, directly or indirectly, or change control of Tenant, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. No subletting, assignment, sale or encumbrance shall

be at a rental rate in excess of the rental rate set forth in this Lease, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Any subletting, assignment, sale or encumbrance by Tenant shall be with continuing recourse against Tenant. No consent to any subletting, assignment or encumbrance of this Lease shall constitute a waiver or discharge of the provisions of this paragraph, except as to the specific instance covered thereby. Neither this Lease nor any interest herein shall be assignable or transferable by operation of law, and in the event of any proceeding under bankruptcy laws involving Tenant, or in the event Tenant should be adjudged insolvent, or make an assignment for the benefit of creditors, or if a writ of attachment or execution be levied on the leasehold estate created hereby, or if a receiver be appointed in any proceeding or action to which Tenant is a party, with authority to take possession or control of the leased premises or the business conducted therein by Tenant, this Lease, at the option of the Lessor, shall terminate immediately and shall not be treated as an asset of the Tenant after the exercise of said option by the Lessor. Lessor shall have the right, after the exercise of said option, forthwith to re-enter and to repossess the premises.

**2-12. Inspection of Leased Premises.** Tenant agrees to allow the Lessor or its authorized representatives to enter upon the leased premises at any reasonable hour to inspect the premises. Tenant shall, upon taking occupancy, inspect the premises and all furnishings and fixtures and shall advise the Lessor in writing within seven days after Tenant takes occupancy of anything the Tenant finds not being clean, in good order, condition or repair. During the term of this Lease, Tenant will be responsible for any repairs to any fixture or furnishings in the leased premises and/or the Building resulting from Tenant's misuse; and Tenant agrees to remit payment to Lessor for any repairs necessitated by such misuse upon notification by Lessor and presentation of the costs to Tenant.

**2-13. Deposits.** Upon the execution of this Lease, Tenant shall pay to Lessor:

A. Rent for the first month (\$800).

B. A \$800 security deposit, which shall be returned within 60 days of the expiration hereof, minus the cost of restoring the premises to the same condition as at the inception hereof, normal wear and tear excepted. Lessor may use from the security deposit such amounts as are reasonably necessary to remedy Tenant's defaults in the payment of rent, to repair or replace items damaged by the Tenant's misuse or neglect, to replace any keys, cards or locks that were given to Tenant and were lost or damaged, to clean and put the premises into the required condition and to pay for damages caused by the Tenant quitting the premises. If at any time during the duration of this Lease any moneys from the security deposit

are used for the above stated items, the Tenant agrees to reinstate said total security deposit within seven days of written notice to the Tenant.

C. Rent for the last month (\$800).

D. Lessor shall be entitled to commingle all deposits. Any interest earned on the deposits shall be paid to the Lessor.

**2-14 Surrender of Premises.** Tenant agrees to quit and surrender the leased premises in as good a state and condition as received, reasonable wear and tear excepted, upon the expiration or termination of the term of this Lease, or any extension hereof. In the event of Tenant's holding over in violation of this paragraph, Tenant shall pay rent at a monthly rate equal to 150% of the Rent specified in paragraph 1.1. If on the day Tenant vacates the premises, the premises are not ready for occupancy, Tenant shall be charged additional rent for every day required to restore the premises to the same state and condition as when received, reasonable wear and tear excepted.

### ARTICLE 3

#### **LESSOR HEREBY COVENANTS AND AGREES WITH TENANT AS FOLLOWS:**

**3-1. Ownership of Premises.** That it is the sole owner, in fee simple, of the leased premises and has full right and power to lease the premises for the term of this Lease.

**3-2. Repairs and Maintenance.** To make timely structural repairs and perform regular maintenance to to the Building and premises, except those made necessary by Tenant, its officers, agents, employees, members, managers, customers or visitors. Should Landlord fail to make such repairs or maintenance, and such failure in any way interferes with Tenants use or enjoyment of the property for a period of more than seven (7) business days, Tenant may terminate this Lease and is relieved of any further obligation to pay rent, including but not limited to the period of time Landlord's failure interfered with Tenant's use or enjoyment of the property.

**3-3. Property Taxes.** To pay all property taxes and special assessments attributable to the Building.

**3-4. Insurance.** To maintain in force fire and extended coverage only on the structure of the premises in an amount equal to the replacement value thereof,

together with general liability insurance of at least \$2,000,000 combined single limit covering the Building..

## ARTICLE 4

### TENANT AND LESSOR HEREBY MUTUALLY COVENANT AND AGREE AS FOLLOWS:

#### 4-1. Non-disturbance.

A. Upon sale of the premises this Lease shall remain a binding obligation upon Lessor's successor.

B. This Lease shall be subject and subordinate to the lien of any mortgage(s) and/or deed(s) of trust encumbering the premises; provided, however, that the holder thereof shall not be entitled to terminate this Lease by foreclosure or other means if Tenant shall not be in default beyond any period given the Tenant to cure such default.

#### 4-2 Default.

A. The following shall constitute default by Tenant under this Lease:

(1) Tenant's failure to pay any installment of rent, other charge, or money obligation hereunder, if such failure continues for a period of thirty (30) days after written notice thereof to Tenant.

(2) Tenant's failure to comply with any term, provision or covenant of this Lease which continues for a period of thirty (30) days after written notice thereof to Tenant; provided, however, that in the event of a default incapable of cure other than a failure to pay any installment of rent, other charge or money obligation, Tenant shall not be deemed in default until thirty (30) days after written notice to Tenant if Tenant shall have within such thirty- (30) day period, in good faith begun action necessary to remedy such default and is continuing and shall thereafter continue, diligently to prosecute such action to completion.

(3) Tenant's insolvency or transfer in fraud of creditors, or Tenant's assignment for the benefit of creditors.

(4) Tenant's filing of a petition under the bankruptcy laws.

(5) The appointment of a receiver or trustee for Tenant's interest in the premises or for all or substantially all of the assets of the Tenant.

(6) Tenant's abandonment or vacation of any substantial portion of the leased premises.

(7) The filing or creation of a lien on the leased premises as a result of Tenant's action or inaction.

B. In the event of any default by either party under this Lease, the non-defaulting party shall have the right to cancel this Lease in the following manner:

(1) The non-defaulting party shall give to the defaulting party written notice, by certified mail, of such default.

(2) The defaulting party shall have thirty (30) days from the date of mailing of such notice to correct said default and if said default remains uncured for thirty (30) days, as the case may be, after the date of said notice, the non-defaulting party shall have the right to terminate this Lease.

(3) In the event of such default by Tenant, the Lessor, in addition to other rights and remedies it may have, shall have the immediate right to re-enter upon the leased premises and may remove all persons and property from said premises and no such re-entry shall be considered or construed to be forcible entry upon such property.

**4-3. Right to Retake Possession.** In the event that the leased premises are left vacant or if there should be a default in the rent payments, or a default in any other covenant or provision to be performed by Tenant, as herein set forth, then the Lessor may, without terminating this Lease, retake possession of the premises and rent the same for such rental payments and upon such conditions as the Lessor may deem best, making such repairs and alterations to the premises as may be required, giving credit for the amount of rental payments so received, less all expenses incurred, to Tenant and Tenant shall be liable for the balance of the rental payments herein specified until the expiration of the term of this Lease. Lessor shall have the right to annually accelerate and collect from Tenant the entire amount of rent payable for up to one year of the unexpired portion of Tenant's Lease term, subject to Lessor's obligation to credit Tenant with any net rental proceeds actually received from a new tenant.

**4-4. Tenant's Property.** The parties understand and agree that in order to secure payment of all sums becoming due at any time to Lessor hereunder and

to secure the proper performance and fulfillment by Tenant of the Tenant's agreements herein, to the extent permitted by law Tenant hereby grants to Lessor a security interest in and first lien upon all of the trade or business property and equipment, including inventory, which may be placed in or upon the leased premises by the Tenant. Tenant hereby gives Lessor a security interest in the subject business property and equipment and agrees that Lessor may file a financing statement evidencing said security interest with Gunnison County and/or the State of Colorado. Upon Tenant's request, Lessor shall subordinate its security interest and first lien in Tenant's trade or business property and equipment, including inventory, to Tenant's lender, on condition that Tenant is not in default hereunder. In the event of default by Tenant under this Lease, the Lessor shall have the right to all of Tenant's business property and equipment as if Lessor were a creditor under the Colorado Uniform Commercial Code. In addition, in the event of default by Tenant, the Tenant hereby authorizes Lessor to enter upon the subject premises and to remove and to sell the trade or business property and equipment which are the subject of this lien. This action shall not be deemed a breach of the peace. Tenant agrees to pay the reasonable attorneys' fees incurred by Lessor in the event the Lessor forecloses upon the security interest and first lien granted by Tenant herein. Tenant shall have the right to remove its business property and equipment from the leased premises subject to the following express conditions:

A. Tenant shall not then be in default in the performance of any of the terms and conditions of this Lease.

B. That such property shall not be removed prior to the expiration of the term of this Lease or any extension hereof, except in the ordinary course of business or to replace or exchange equipment, unless the prior written approval of the Lessor has been obtained, which approval shall not be unreasonably withheld.

C. That no personal property shall be removed which shall have become permanently affixed to the real property and/or which cannot be removed without causing damage or injury to the building of any kind, unless such damage or injury can be and is repaired within a reasonable time following removal.

**4-5. Destruction of Premises.** In the event the premises shall be destroyed or so damaged by or injured by fire or other casualty during the life of this agreement whereby the same shall be rendered untenable, then, the Lessor shall notify Tenant within fourteen (14) days whether or not it intends to repair the premises and Lessor shall have the right to render said premises tenantable by repairs within one hundred twenty (120) days therefrom. Rent shall abate during the said periods of untenability of the demised premises. If said premises are not rendered tenantable within said time, it shall be optional with either party

hereto to cancel this Lease, and in the event of such cancellation, the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. In the event damage to the premises is caused by an act of the Tenant, or of Tenant's officers, agents, employees, customers or visitors, then, and in that event, there shall be no abatement of rent hereunder nor shall Tenant have any right of cancellation.

**4-6. Rights are Cumulative.** All rights and remedies hereby created for the benefit of the Lessor are cumulative and the exercise of any one remedy shall not be taken to exclude or waive the right of the Lessor to make use of any other remedy.

**4-7. Rules and Regulations.** Tenant, by executing this Lease, agrees to abide by and to perform all rules and regulations now or hereafter promulgated or required by the Lessor and all such rules and regulations shall become and be part of this Lease by reference. A breach of any rule or regulation shall constitute a breach of the terms and conditions of this Lease, and shall be treated in the same manner as a default or breach of any of the terms and conditions of this Lease, as set forth above. No such rule or regulation shall interfere with Tenant's quiet enjoyment of the premises or be inconsistent with the provisions of this Lease.

**4-8. Knowledge of Contents.** The parties to this Lease by the execution hereof, acknowledge that they have read the same and every section hereof and have expressed an explicit knowledge and understanding of all matters, things, conditions, stipulations, promises, covenants and agreements herein set forth.

**4-9. Notices.** All notices and communications required herein shall be in writing and shall be hand delivered or sent by facsimile or registered or certified mail (or equivalent), return receipt requested to the following addresses:

Lessor: Banx LLC  
P.O. Box 1477  
Crested Butte, CO 81224  
Email: [priscila@studiowestcb.com](mailto:priscila@studiowestcb.com)

Tenant: Gunnison County  
c/o John Cattles, Assistant County Manager for  
Operations  
200 E. Virginia Ave.  
Gunnison, CO 81230  
Email: [jcattles@gunnisoncounty.org](mailto:jcattles@gunnisoncounty.org)

Notice shall be deemed properly given when faxed or mailed or hand delivered to the above addresses. Any party may change its address of record by giving written notice of the change to the other party.

**4-10. Entire Agreement.** This Lease contains the entire agreement of the parties and all discussions, negotiations and representations are merged herein. This Lease shall not be amended except by written instrument signed by Lessor and Tenant.

**4-11. Applicable Law.** This Lease is entered into at Crested Butte, Gunnison County, Colorado, and it is agreed that the exclusive proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease shall be in the County Court or District Court of Gunnison County, Colorado. Lessor shall have the right to initiate an action in any jurisdiction in which Tenant can be found. If this Lease, or any of the rules and regulations or applications or any other instruments by way of reference incorporated herein shall contain any term or provision which shall be invalid or unenforceable, the remainder of the Lease, the rules or regulations and other instruments, as the case may be, shall not be affected thereby, and each and every term and provision otherwise valid shall remain valid and be enforced to the fullest extent permitted by law.

**4-12. Attorneys' Fees.** If any action is brought in a court of law to enforce, interpret or construe this Lease or any document provided for herein or related hereto, the prevailing party shall be awarded all reasonable attorneys' fees as well as all costs incurred in the prosecution or defense of such action, including expert witness fees and expenses.

**4-13. Collections.** Costs directly associated with collecting unpaid rents, as a result of default as conditioned in section 4-32, including reasonable attorneys' fees, shall be paid by the lessee.

**4-14. Binding Agreement.** This Lease shall be binding upon the heirs, executors, representatives, successors, administrators and assigns of the parties hereto.

**4-15. No Waiver of Governmental Immunity.** Nothing in this Agreement is, or shall be construed to be a waiver, in whole or in part, by Tenant of its governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above set forth.

**LESSOR:** **Banx LLC**

By: \_\_\_\_\_  
Priscila Costa Palhavã, Sole Member

**TENANT:** **Gunnison County**

By: \_\_\_\_\_  
Matthew Birnie, County Manager

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

**Agenda Item:** Approval of Colorado Department of Public Health &

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

**Parties to the Agreement:** Gunnison County - CDPHE

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

harm reduction grant

**Fiscal Impact:**

**Submitted by:** Kari Commerford

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/9/2022

**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/3/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2022

Consent Agenda     Regular Agenda     Worksession

Time Allotted:

Agenda Date: 5/17/2022

**CONTRACT AMENDMENT #1****SIGNATURE AND COVER PAGE(S)**

State Agency: <b>Colorado Department Of Public Health and Environment Prevention Services Division-VIP/OPU 4300 Cherry Creek Drive South Denver, Colorado 80246</b>				Original Contract Number: <b>2022*2745</b>		
Contractor: <b>Board of County Commissioners of Gunnison County (a political subdivison of the state of Colorado) 200 E Virginia Ave Gunnison, Colorado 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333</b>				Amendment Contract Number: <b>2022*2745 Amendment #1</b>		
Contract Performance Beginning Date: <b>November 11, 2021</b>				Current Contract Expiration Date: <b>June 30, 2023</b>		
<b>CONTRACT MAXIMUM AMOUNT TABLE</b>						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2022*2745	\$0.00	\$284,734.00	\$0.00	11/1/21-6/30/22	\$284,734.00
Amendment #1	2022*2745 Amendment #1	\$0.00	\$388,535.00	\$0.00	7/1/22-6/30/23	\$388,535.00
<b>Current Contract Maximum Cumulative Amount</b>						<b>\$673,269.00</b>

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

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

<p><b>CONTRACTOR</b>  Board of County Commissioners of Gunnison County  (a political subdivision of the state of Colorado)  For the use and benefit of the  Gunnison County Department of Health Human Services</p> <hr/> <p>By: Signature</p> <hr/> <p>FULL NAME</p> <hr/> <p>Name of Person Signing for Contractor</p> <hr/> <p>TITLE</p> <hr/> <p>Title of Person Signing for Contractor</p> <hr/> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b>  <b>Jared S. Polis, Governor</b>  Colorado Department of Public Health and Environment  Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p>By: Signature</p> <hr/> <p>Name of Executive Director Delegate</p> <hr/> <p>Title of Executive Director Delegate</p> <hr/> <p>Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

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By: Signature

---

Name of State Controller Delegate

---

Title of State Controller Delegate

---

Amendment Effective Date: \_\_\_\_\_

-- Signature and Cover Pages End --

**1. PARTIES**

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

**2. TERMINOLOGY**

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

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

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

**B. Amendment Term**

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **July 1, 2022**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2023**, whichever is earlier.

**4. PURPOSE**

The Parties entered into the agreement to reduce the harms associated with drug use and to develop alternatives to the criminal justice system for those who suffer from substance abuse disorder

The Parties now desire to renew for an additional term and change current Contract Maximum Total for the following reason: to continue the services described in the Original Contract for an additional term.

**5. MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- C. The Parties now agree to modify Exhibit B, Statement of Work, of the agreement. Exhibit B, Statement of Work, is deleted and replaced in its entirety with Exhibit B, Statement of

Work, attached to this Amendment for the following reason: to continue the services described in the Original Contract for an additional term.

- D. The Parties now agree to modify Exhibit C, Budget, of the agreement. Exhibit C, Budget, is deleted and replaced in its entirety with Exhibit C, Budget, attached to this Amendment for the following reason: to increase funding for the SFY23 term.

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

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

STATEMENT OF WORK  
To Original Contract Number 2022\*2745

**These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.**

**I. Entity Name:** Gunnison County

**II. Project Description:** This health project serves to reduce the negative effects of drug use by residents in Gunnison County Colorado by building a care continuum between Gunnison County's local law enforcement and public health, in addition to community based organizations (CBOs). Due to an increase in drug overdose deaths, drug-related criminality, in addition to a lack of behavioral health resources in Gunnison County, this project would be beneficial to the state.

The goal of this project is to work with the Gunnison County Consortium (GCC) to convene stakeholders to support community members with substance use disorders (SUDs) including opioid use disorder (OUD), those at risk of developing a SUD, create anti-stigma campaign to increase understanding of SUD, in addition to increase awareness of behavioral health resources through the development of community resource guide. The GCC will also work with the Gunnison County Detention Center (GCDC) to develop as well as implement a Naloxone distribution policy; as well as connect residents with the peer support specialists when released from the GCDC.

During the contract period, Gunnison County will hire several behavioral health professionals, to provide referrals to medication for addiction treatment (MAT), harm reduction services, support to the Front Range MAT services, SUD services, in addition to increasing diversion from incarceration in response to behavioral health crises. MAT certification will be accessible in Gunnison County in order to expand MAT resources. To increase the quality of behavioral health services, incentivized training opportunities will be available to both behavioral health professionals in addition to law enforcement professionals.

Funding of this project is to improve Gunnison County's residents' health, reduce health care costs, criminal legal system costs, in addition to help residents in the community who enter the criminal justice system. Funding will also assist those in the broader communities who are focused on reducing harms associated with substance use in addition to recovery from SUD.

**III. Definitions:**

1. CAC: Certified Addiction Counselor
2. CBO: Community based organization
3. CBT: Cognitive Behavioral Therapy
4. EMDR: Eye Movement Desensitization and Reprocessing
5. GCC: Gunnison County Consortium
6. GCDC: Gunnison Detention Center
7. GVH: Gunnison Valley Health-Hospital
8. MAT: Medication for Addiction Treatment
9. MI: Motivational Interviewing,
10. OUD: Opioid Use Disorder
11. SBIRT: Screening, Brief Intervention, and Referral to Treatment
12. SUD: Substance use disorder
13. WSU: Western State University

**IV. Work Plan:**

**EXHIBIT B**

<p><b>Goal #1:</b> Improve the health, well-being and equity of all Coloradans through health promotion, prevention, and access to healthcare.</p>	
<p><b>Objective #1:</b> No later than the expiration date of this contract, reduce adverse health outcomes in Gunnison County related to substance use by improving behavioral health services in addition to providing services to residents at risk of incarceration.</p>	
<p><b>Primary Activity #1</b></p>	<p>The Contractor shall facilitate the GCC meetings to expand Gunnison County’s provision of substance use harm reduction services.</p>
<p><b>Sub-Activities #1</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall examine the existing harm reduction services implemented in Gunnison County.</li> <li>2. The Contractor shall evaluate future implementation of the expanded harm reduction services in Gunnison County.</li> <li>3. The Contractor shall communicate with the existing GCC to discuss the project activities in addition to harm reduction services in Gunnison County.</li> <li>4. The Contractor shall work with stakeholders to enhance community capacity to implement approved activities.</li> <li>5. The Contractor shall schedule six (6) GCC meetings annually to support community members with SUD, OUD, in addition to those at risk of developing SUD.</li> <li>6. The Contractor shall facilitate six (6) GCC meetings annually to support community members with SUD, OUD, in addition to those at risk of developing SUD.</li> <li>7. The Contractor shall write meeting minutes at each of the scheduled GCC meetings.</li> <li>8. The Contractor shall schedule six (6) GCC subgroup meetings annually.</li> <li>9. The Contractor shall facilitate six (6) GCC subgroup meetings annually.</li> <li>10. The Contractor shall write meeting minutes at each of the scheduled GCC subgroup meetings.</li> <li>11. The Contractor shall create a regional resource guide with the GCC and Southwest Opioid Council.</li> <li>12. The Contractor shall create a multidisciplinary team with the GCC to:             <ol style="list-style-type: none"> <li>a. support the provision of MAT services in Gunnison County</li> <li>b. expand services to Crested Butte</li> </ol> </li> <li>13. The Contractor shall implement the Better Together anti-stigma campaign with the GCC to:             <ol style="list-style-type: none"> <li>a. provide information to help residents understand SUD</li> <li>b. provide information to increase awareness of behavioral health resources</li> </ol> </li> </ol>
<p><b>Primary Activity #2</b></p>	<p>The Contractor shall provide four (4) behavioral health professionals to deliver harm reduction services in Gunnison County.</p>

**EXHIBIT B**

<p><b>Sub-activities #2</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall:             <ol style="list-style-type: none"> <li>a. hire a harm reduction health educator</li> <li>b. employ a peer support specialist.</li> <li>c. employ a crisis clinician.</li> <li>d. provide support to community-identified health/recovery navigators</li> </ol> </li> <li>2. The Contractor shall assign the harm reduction health educator to perform the following:             <ol style="list-style-type: none"> <li>a. provide outreach to community members at risk of SUD</li> <li>b. research best practices for harm reduction strategies in rural areas</li> <li>c. generate increased support for harm reduction strategies</li> <li>d. provide best practices in harm reduction service implementation.</li> </ol> </li> <li>3. The Contractor shall assign the peer support specialist to perform the following:             <ol style="list-style-type: none"> <li>a. provide support to the Front Range MAT services.</li> <li>b. provide SUD services at the Western Colorado University.</li> <li>c. provide support to individuals actively using substances.</li> <li>d. provide justice-involved individuals’ access to resources upon release from GCDC.</li> </ol> </li> <li>4. The Contractor shall assign the crisis clinician to perform the following:             <ol style="list-style-type: none"> <li>a. provide support to individuals with SUD/ODU who are at risk of interacting with law enforcement,</li> <li>b. provide diversion, in addition to re-entry services for individuals with SUD,</li> <li>c. provide assessment to individuals who present for help with behavioral health issues,</li> <li>d. provide continuity of care after initial crisis response,</li> <li>e. provide referrals to SUD/ODU treatment services.</li> </ol> </li> <li>5. The Contractor shall assign the health navigator(s) to perform the following:             <ol style="list-style-type: none"> <li>a. provide recovery support to individuals with behavioral health concerns,</li> <li>b. provide treatment referrals to individuals with behavioral health concerns, in addition to referrals to basic need services,</li> <li>c. provide multilingual services to residents.</li> </ol> </li> </ol>
<p><b>Primary Activity #3</b></p>	<p>The Contractor shall develop capacity to provide naloxone, in addition to referrals to individuals released from GCDC.</p>
<p><b>Sub-Activities #3</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall organize a minimum of one (1) meeting with the Gunnison County Detention Center (GCDC) to discuss the development of a naloxone distribution policy.</li> <li>2. The Contractor shall create a process document with the GCDC to connect individuals with the peer support specialist in addition to the health navigator upon release.</li> <li>3. The Contractor shall conduct meetings with the Jail Based Services Clinician and Detention Center Captain to build support for Harm reduction strategies.</li> </ol>

**EXHIBIT B**

<b>Primary Activity #4</b>	The Contractor shall provide a minimum of one (1) behavioral health training to professionals in Gunnison County.
<b>Sub-Activities #4</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall create a behavioral health training curriculum with a CDPHE approved partner.</li> <li>2. The Contractor shall create an electronic mail (email) advertising the behavioral health training.</li> <li>3. The Contractor shall create a contact list of professionals interested in the training, including: <ol style="list-style-type: none"> <li>a. behavioral health professionals</li> <li>b. law enforcement professionals</li> <li>c. service providers in the substance use and addiction field</li> </ol> </li> <li>4. The Contractor shall create an electronic registration form for participation in the behavioral health training.</li> <li>5. The Contractor shall analyze the behavioral health training registration data collected from the electronic registration form.</li> <li>6. The Contractor shall schedule four (4) training locations in Gunnison County to deliver the behavioral health training.</li> <li>7. The Contractor shall provide training details to registered participants by email.</li> <li>8. The Contractor shall use a sign-in sheet to track the number of professionals attending the training.</li> <li>9. The Contractor shall provide the training to a minimum of ten (10) behavioral health professionals.</li> <li>10. The Contractor shall provide the training to a minimum of four (4) professionals in the field of law enforcement.</li> <li>11. The Contractor shall determine the method of presenting the training from the following options: <ol style="list-style-type: none"> <li>a. online platform,</li> <li>b. in-person,</li> <li>c. hybrid training</li> </ol> </li> <li>12. The Contractor shall distribute the behavioral health training materials to the registered professionals.</li> <li>13. The Contractor shall facilitate the behavioral health training.</li> <li>14. The Contractor shall provide a Question and Answer session after the behavioral health training.</li> <li>15. The Contractor shall provide additional training opportunities in the following best-practice interventions: <ol style="list-style-type: none"> <li>a. Certified Addiction Counseling (CAC),</li> <li>b. Eye Movement Desensitization and Reprocessing (EMDR),</li> <li>c. Motivational Interviewing,</li> </ol> </li> </ol>

**EXHIBIT B**

	<ul style="list-style-type: none"> <li>d. Screening, Brief Intervention, and Referral to Treatment (SBIRT),</li> <li>e. Cognitive Behavioral Therapy (CBT),</li> <li>f. harm reduction for people who use substances,</li> <li>g. and trauma-informed services.</li> </ul> <p>16. The Contractor shall create a follow-up survey to assess training effectiveness.</p> <p>17. The Contractor shall administer the survey to all attendees of the training.</p> <p>18. The Contractor shall analyze the results of the survey to inform training improvements.</p>
<p><b>Primary Activity #5</b></p>	<p>The Contractor shall provide public awareness of behavioral health resources to residents in Gunnison County.</p>
<p><b>Sub-Activities #5</b></p>	<ul style="list-style-type: none"> <li>1. The Contractor shall organize a minimum of two (2) community forums on SUD prevention, treatment, in addition to recovery.</li> <li>2. The Contractor shall determine the method of hosting the community forums from the following options: <ul style="list-style-type: none"> <li>a. online platform,</li> <li>b. in-person,</li> <li>c. hybrid forum.</li> </ul> </li> <li>3. The Contractor shall provide the location of the community forums by email.</li> <li>4. The Contractor shall organize an anti-stigma campaign.</li> <li>5. The Contractor shall disseminate information about SUD through the anti-stigma campaign to increase public awareness.</li> </ul>
<p><b>Primary Activity #6</b></p>	<ul style="list-style-type: none"> <li>1. The Contractor shall: <ul style="list-style-type: none"> <li>a. complete a CDPHE approved monthly progress report.</li> <li>b. complete a CDPHE approved quarterly progress report.</li> <li>c. complete a CDPHE approved annual progress report.</li> </ul> </li> </ul>
<p><b>Standards and Requirements</b></p>	<ul style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. CDPHE will provide a monthly and annual progress report template which shall include: <ul style="list-style-type: none"> <li>a. Primary and sub- activity progress summary.</li> <li>b. The most current data available including the demographics and number of people participating in interventions.</li> <li>c. Process and outcome evaluation data as specified in the grantee’s evaluation plan.</li> <li>d. Documentation of any activities between law enforcement, LPHAs and community-based organizations.</li> </ul> </li> </ul>

**EXHIBIT B**

	<ul style="list-style-type: none"> <li>e. Challenges and successes encountered.</li> <li>f. Any requests for technical assistance or training.</li> <li>3. The Contractor shall follow information at <a href="https://www.colorado.gov/pacific/cdphe/opioid-prevention">https://www.colorado.gov/pacific/cdphe/opioid-prevention</a>. This website is incorporated and made part of this contract by reference.</li> <li>4. The Contractor shall facilitate regular meetings with stakeholders throughout planning and implementation of the approved activities.</li> <li>5. CDPHE will provide technical assistance to the Contractor regarding selected overdose prevention activities which may include: provider education; community education; community-level interventions; targeted naloxone distribution; data; evaluating local efforts to implement effective strategies</li> <li>6. The Contractor shall work with all stakeholders to enhance community capacity to implement approved activities.</li> <li>7. The Contractor shall attend CDPHE approved trainings and meetings.</li> <li>8. CDPHE will provide the Contractor with technical assistance for evaluation planning and implementation.</li> <li>9. The Contractor shall submit all deliverables to the Harm Reduction Grant Program Coordinator via email.</li> </ul>		
<p><b>Expected Results of Activity(s)</b></p>	<ul style="list-style-type: none"> <li>1. Creation of a community resource guide to increase awareness of available behavioral health services in Gunnison County.</li> <li>2. Implementation of a SUD anti-stigma campaign.</li> <li>3. Increased linkage to care for individuals with a substance use disorder through connection with peer specialists and health navigators.</li> <li>4. Increased support to individuals with SUD/ODU who are at risk of interacting with law enforcement through connection with a crisis clinician.</li> <li>5. Creation of a process document with the GCDC to connect individuals with the peer support specialist in addition to the health navigator upon release.</li> <li>6. Provision of a minimum of one (1) behavioral health training.</li> <li>7. Provision of minimum of one (1) community forum on substance use, treatment, and recovery resources.</li> </ul>		
<p><b>Measurement of Expected Results</b></p>	<ul style="list-style-type: none"> <li>1. Implementation efforts of SOW activities to reduce the negative effects of drug use by residents in Gunnison County Colorado by building a care continuum between Gunnison County’s local law enforcement and public health, in addition to community based organizations (CBOs) in the following reports: <ul style="list-style-type: none"> <li>a. Monthly Progress Report.</li> <li>b. Quarterly Progress Report.</li> <li>c. Annual Progress Report</li> </ul> </li> </ul>		
<p><b>Deliverables</b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td data-bbox="529 1703 1328 1791"> <ul style="list-style-type: none"> <li>1. The Contractor shall submit a CDPHE approved monthly progress report.</li> </ul> </td> <td data-bbox="1328 1703 1583 1791" style="text-align: center;"> <p><b>Completion Date</b></p> <p>No later than the 15th of each month</p> </td> </tr> </table>	<ul style="list-style-type: none"> <li>1. The Contractor shall submit a CDPHE approved monthly progress report.</li> </ul>	<p><b>Completion Date</b></p> <p>No later than the 15th of each month</p>
<ul style="list-style-type: none"> <li>1. The Contractor shall submit a CDPHE approved monthly progress report.</li> </ul>	<p><b>Completion Date</b></p> <p>No later than the 15th of each month</p>		

**EXHIBIT B**

	2. The Contractor shall submit a CDPHE approved quarterly progress report.	No later than 15 days after the quarter ends.
	3. The Contractor shall submit a CDPHE approved annual progress report.	No later than 6/30 annually

**V. Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Harm Reduction Grant Program Coordinator. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the Contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

**VI. Resolution of Non-Compliance:**

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the Harm Reduction Grant Program Coordinator and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.



**COLORADO**  
 Department of Public  
 Health & Environment

**PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM**

Original Contract Routing # 2022\*2745

<b>Contractor Name</b>	Gunnison County	<b>Program Contact Name, Title, Phone and Email</b>	Kari Commerford, Director of Juvenile Services (970) 642-7393 kcommerford@gunnisoncount y.org		
<b>Budget Period</b>	07/01/2022-06/30/2023	<b>Fiscal Contact Name, Title, Phone and Email</b>	Jody Wise, Accountant (970) 641-7976 jwise@gunnisoncounty.org		
<b>Project Name</b>	Gunnison County Consortium	<b>Contract (CT or PO) Number</b>	CT FHLA 2022*2745		
<b>Expenditure Categories</b>					
<b>Personal Services Salaried Employees</b>					
<b>Position Title</b>	<b>Description of Work</b>	<b>Gross or Annual Salary</b>	<b>Fringe</b>	<b>Percent of Time on Project</b>	<b>Total Amount Requested from CDPHE</b>
Grant Director	Completes all grant required activities, reporting, and fiscal oversight.	\$111,778.00	\$ 18,000.00	45.0%	\$ 58,400.10
					\$ -
<b>Personal Services Hourly Employees</b>					
<b>Position Title</b>	<b>Description of Work</b>	<b>Hourly Wage</b>	<b>Hourly Fringe</b>	<b>Total # of Hours on Project</b>	<b>Total Amount Requested from CDPHE</b>
Consortium Coordinator	Coordinates consortium meetings and sub-groups. Takes notes, sends emails and convenes stakeholders.	\$ 28.00	\$ 6.00	780.0	\$ 26,520.00
Data Analyst	Works with the hospital, legal system and mental health system in order to align data collection and referral processes. Tracks community level outcomes and trends.	\$ 31.00	\$ 6.00	780.0	\$ 28,860.00
Health Educator - Harm Reduction	Works with the consortium and partners to research harm reduction strategies that have been successfully implemented in Colorado and across other similar communities. Build support for harm reduction services, help implement harm reduction strategies. Take the lead on recovery efforts.	\$ 24.32	\$ 6.00	1560.0	\$ 47,299.20
					\$ -

Total Personal Services (including fringe benefits)				\$ 161,079.30
Supplies & Operating Expenses				
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Consortium/Coalition Meeting Expense	Coalition meetings are held over the lunch hour in order to allow for participation. Meals are requested to incentivize attendance and participation of non-staff coalition members. Six anticipated coalition meetings for 25 people x \$10/pp	\$ 250.00	6.0	\$ 1,500.00
Zoom platform	Virtual meeting capability -1/2 of the cost due to 50% used on HRGF Program in order to allow those who are unable to attend in person can participate equally. All meetings will have an in-person and virtual option.	\$ 750.00	1.00	\$ 750.00
Training for SUD/OUUD	Evidence based behavioral health training to increase provider skill and knowledge as it relates to the HRGF grant program including Certified Addiction Counseling , Substance use and opioid use disorder trainings, motivational interviewing, Cognitive Behavioral Therapy (CBT), harm reduction, and trauma informed services. Funds to support training costs for four events- -trainer costs, venue reservation, continuing education credits and meals if held during breakfast, lunch, or dinner hours.	\$ 2,000.00	4.00	\$ 8,000.00
Education/Forums Expenses	Costs to host two (2) community forums on Substance use disorder prevention, treatment, and recovery. Each event will include approx. 20 people and provide food as an incentive for community member participation at events over the dinner hour 5:30-7:00pm. Cost is \$300 + \$25 for supplies (paper/pens/printing) for each event.	\$ 325.00	2.00	\$ 650.00
Advertising and Public Awareness	\$400/month x 8 for social media advertisement, newspapers and publishing of anti-stigma campaign.	\$ 400.00	8.00	\$ 3,200.00
Referral Guide	Printing of Community referral guide: \$2.50 per copy x 200	\$ 2.50	200.00	\$ 500.00
General Operating Supplies	Office supplies for consortium and workgroup meetings \$30 month. Includes printed materials: meeting materials including reports, past meeting minutes, materials for engaging community members (fliers, handouts,etc)	\$ 30.00	12.00	\$ 360.00

Health/Recovery Navigator Stipends	Health Navigators are responsible for supporting community members with accessing basic needs and behavioral health services. Health navigators are established in the community and have prior experience providing services to Gunnison County residents. Health navigators are required to attend monthly meetings with the consortium leadership to provide information about ongoing needs and barriers for community members through the leadership team or consortium meetings. Health navigators will be trained in overdose awareness, naloxone administration, and distribution as appropriate. The health navigators will track the number of people contacted and the linkage to care services provided. Stipend: \$25/hr * 8 hours a week= \$200.00, 3 health navigators * \$200/wk, not to exceed \$10,400 per year/per navigator.	\$ 10,400.00	3.00	\$ 31,200.00
				\$ -
<b>Total Supplies &amp; Operating</b>				<b>\$ 46,160.00</b>
<b>Travel</b>				
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Local mileage (staff)	Local mileage for county wide travel for Coordinator, Health Educator	\$ 0.57	600.0	\$ 342.00
In-state travel (staff)	In-state travel for four staff members to attend a CDPHE approved one day grantee meeting and the four-day Shared Risk and Protective Factor Conference in Keystone CO in June 2022. GSA travel standards and rates are used by Gunnison County. Budget estimates are based on 2021 GSA rates and may change for 2022. Conference registration fee=\$250x4 staff=\$1000. Lodging=5 nights @ \$152/night=\$760x 4 staff=\$3,040. Mileage from Gunnison County to Keystone Conference Center is 158 miles, one-way, per Google. 316 miles x \$0.57=\$180.12x4staff=\$720.48. Breakfast and lunch will be provided for 4 days so those costs are excluded from the meals and incidentals (M&IE) calculation. \$39/day (\$34/dinner and \$5 incidental/day) x 5=\$195 and final day with breakfast and incidental \$18 +5=\$23. M&IE=\$218. \$218 x4 staff=\$872.00	\$ 5,632.48	1.00	\$ 5,632.48
				\$ -
<b>Total Travel</b>				<b>\$ 5,974.48</b>

Contractual				
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Gunnison County Sheriff Department	Law Enforcement Officer assigned to the Gunnison Consortium, facilitate trainings for law enforcement, support development of crisis response program and provide coordination among local law enforcement. Attend consortium meetings, attend law enforcement trainings and explore harm reduction strategies. Participation cost to entity is \$2,000 for contract term.	\$ 2,000.00	1.0	\$ 2,000.00
Local Law Enforcement - Gunnison Police, Crested Butte Marshall, Mt. Crested Butte Marshall	Law Enforcement Officer assigned to the Gunnison Consortium, facilitate trainings for law enforcement, support development of crisis response program and provide coordination among local law enforcement. Attend consortium meetings, attend law enforcement trainings and explore harm reduction strategies. Participation cost per entity (3) is \$2,000 for contract term.	\$ 2,000.00	3.0	\$ 6,000.00
Western Colorado University - Behavioral Health	WCU representative will work with consortium to develop behavioral health training curriculum (4 courses @\$3,000 per course), assist in delivering curriculum, attend consortium meetings, \$12,000 for contract term.	\$ 3,000.00	4.0	\$ 12,000.00
Gunnison Valley Hospital	Peer Support Specialist (1 FTE) \$32,000- Connects with individuals who are actively using substances and are interfacing with law enforcement, jail, ER or hospital services in order to build support and help navigate across systems. Works at least 50% of time at Western Colorado University. Crisis clinician (1 FTE) \$50,000 that will provide 24/7 coverage for immediate response. Their role is to provide care and immediate behavioral health services to clients. Primary function is to assess and triage individuals who present for help with behavioral health issues. The role of the clinician will be to insure continuity of care: an immediate and professional evaluation, collaboration with proper agencies, referral to appropriate type and level of service, and advocacy for any treatment deemed necessary beyond the initial crisis. For contract term. 50% of Medical Assistant cost to expand MAT services to Crested Butte Location \$38,000.	\$ 120,000.00	1.0	\$ 120,000.00
				\$ -
<b>Total Contractual</b>				<b>\$ 140,000.00</b>
<b>SUB-TOTAL OF DIRECT COSTS</b>				<b>\$ 353,213.78</b>

Indirect		
Item	Description of Item	Total Amount Requested from CDPHE
Federally-Negotiated Indirect Cost Rate		
CDPHE-Negotiated Indirect Cost Rate	CDPHE CY2022 rate of 24.18% Total Direct Costs excluding capital expenditures, rent and participant support costs. Gunnison elects to assess a lessor rate of 10% Total Direct Costs excluding capital expenditures, rent and participant support costs for this contract.	\$ 35,321.22
De minimis Indirect Cost Rate		
<b>Total Indirect</b>		<b>\$ 35,321.22</b>
<b>TOTAL</b>		<b>\$ 388,535.00</b>

**STATE OF COLORADO**  
**DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT**  
**INTERGOVERNMENTAL AGREEMENT**

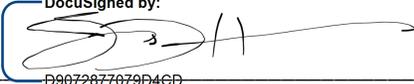
SIGNATURE AND COVER PAGE(S)

<b>State Agency</b> Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	<b>Contractor</b> Gunnison County 200 E Virginia Ave Gunnison, Colorado 81230-2248
<b>Original Contract Number</b> 2022*2745	<b>Contract Performance Beginning Date</b> <b>The later of the Effective date or</b> November 1, 2021
<b>Contract Maximum Amount</b> <b>Initial Term</b> 11/01/2021-06/30/2022                      284,734.00 <b>Extension Terms</b>  <b>Contract Maximum Amount</b> 284,734.00	<b>Contract Expiration Date</b> June 30,2022  Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.
<b>Pricing/Funding</b> <b>Price Structure:</b> Cost Reimbursement <b>Contractor Shall Invoice:</b> Monthly <b>Funding Source:</b> State    \$284,734.00 <b>Source</b> <b>Source</b>	<b>Miscellaneous</b> Authority to enter into this Contract exists in: CRS 25-1.5-101 - CRS 25-1.5-113 Law-Specified Vendor Statute (if any): NA  Procurement Method: Request For Application (RFA) Solicitation Number (if any): 30089
<b>State Representative</b> Sam Bourdon Harm Reduction Grant Fund Coordinator VIP/ Overdose Prevention Unit Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246	<b>Contractor Representative</b> Jonathan Houck Chairperson-Board of County Commissioners Gunnison County 200 E. Virginia Avenue Gunnison, Colorado 81230-2248
<b>Exhibits</b> <b>The following Exhibits and Attachments are attached and incorporated into this Contract:</b> Exhibit A, Additional Provisions Exhibit B, Statement of Work Exhibit C, Budget Exhibit D, Sample Option Letter	
<b>Contract Purpose</b> This health project serves to reduce the negative effects of drug use by residents in Gunnison County Colorado by building a care continuum between Gunnison County’s local law enforcement, public health, in addition to community based organizations (CBO).	

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

<p align="center"><b>CONTRACTOR</b> Gunnison County</p> <p>DocuSigned by:  D9072077079D4CD...</p> <p align="center">By: Signature Jonathan D. Houck</p> <hr/> <p align="center">Name of Person Signing for Contractor Chair-Gunnison County BOCC</p> <hr/> <p align="center">Title of Person Signing for Contractor</p> <p align="center">2021-10-25 Date: _____</p>	<p align="center"><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>DocuSigned by:  2EDE870A1A7D4EC...</p> <p align="center">By: Lisa McGovern, Procurement and Contracting Section Director Lisa McGovern</p> <hr/> <p align="center">Name of Executive Director Delegate Procurement &amp; Contracts Section Director ft</p> <hr/> <p align="center">Title of Executive Director Delegate</p> <p align="center">2021-10-25 Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

DocuSigned by:  
  
C48A540EBA79405...

By: Travis Yoder, Controller  
Justin weigle

---

Name of State Controller Delegate  
Health Divisions Controller

---

Title of State Controller Delegate

2021-11-01  
Contract Effective Date: \_\_\_\_\_

-- Signature and Cover Pages End --

## ORIGINAL CONTRACT SUBMITTAL CHECKLIST

**Contractor/Subrecipient Name:** Gunnison County

*(Verify that the name on all Contract occurrences and Secretary of State Status Summary Page match exactly)*

**Contract Routing #:** 2022\*2745

**Core Encumbrance #, if different from contract routing #:**

**Projected Start Date:**

**End Date:** 6/30/22

**SOW Pre-approval - PCS Request Site Approval # (if applicable):**

**Division Acronym:** PSD

**Unit Acronym:** VIP/OPU/HRGF

**Submitter Name:** Andrew Yancey

**Phone:** 2479

**SOW Delegate Name:** Ying Moua

**Phone:**

**PCS Request Site Contract Routing & Tracking Request Number:** 35774

Enter Request ID#

Purchasing & Contract  
Unit Use Only

CONTRACT DOCUMENT		Select the applicable column			
		A	B	C	D
<b>A</b>	<b>Contract:</b> For hard copy contracts, submit two (2), each with original signatures	<input checked="" type="checkbox"/>			
<b>B</b>	<b>Interagency Agreement:</b> For hard copy contracts, submit two(2) each with original signatures		<input type="checkbox"/>		
<b>C</b>	<b>Intergovernmental Contract:</b> For hard copy contracts, submit two (2) each with original signatures			<input type="checkbox"/>	
<b>D</b>	<b>Task Order Contract:</b> For hard copy contracts, submit two (2) each with original signatures				<input type="checkbox"/>

ATTACHMENTS – REQUIREMENTS – CERTIFICATIONS				
Enter "X" for all that apply; Enter requested information in shaded fields; <b>Attach forms/documentation</b>				
<b>1.</b>	<b>Contractor or Subrecipient Determination Tool:</b> <u>Subrecipient</u> <i>(for Subrecipient Only)</i> <b>Enter Pre-Award Financial Risk Assessment number</b> <i>(See Internal Audit Site)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2.</b>	<b>Personal Services Certification Form or Internal HR Waiver</b> <i>(See CDPHE Human Resources Site)</i> If Internal HR Waiver, enter <b>Category:</b> >select one<	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>3.</b>	<b>Insurance Certificate(s) Complies with PCS Guidance and Saved to CDPHE Insurance Repository</b> <i>(NOT required for Interagency Agreement or Intergovernmental Contract)</i> Applicable waiver(s) and description: <b>enter PCS Request Site Approval ID #:</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>4.</b>	<b>Procurement Method Requested:</b> (select one) <input type="checkbox"/> Discretionary <input type="checkbox"/> Exempt <input type="checkbox"/> Sole Source <i>(Include signed Sole Source Justification Form)</i> PCS Request # <input type="checkbox"/> Solicitation: >select one< PCS Request # If "Other": _____ <input checked="" type="checkbox"/> RFA <i>(Enter PCS Request Site Approval ID #)</i> PCS Request # 30089	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>5.</b>	<b>Secretary of State Status Summary Page</b> <i>(must state the entity is in "good standing")</i> <i>(NOT required for Interagency Agreement, Intergovernmental Contract)</i> • If "Doing Business As" (Dba), Secretary of State Status Summary Page for <u>Dba</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>6.</b>	<b>Signature Authority Verified or Letter or Corporate Documentation Included in Contract Packet</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For hard copy contracts, date stamp at bottom of page

7. <b>Contract Risk Summary Form</b> (completed and signed) (See PCS Site for Guidance)	<input type="checkbox"/>		<input type="checkbox"/>	
8. <b>S.A.M. Exclusion Summary Page (Record verified and no exclusions/restrictions)</b> [See PCS Site for Guidance]	<input checked="" type="checkbox"/>		<input type="checkbox"/>	
9. <b>CMS Record #</b> Required for contracts >\$100,000 (Grant, Interagency, and Revenue contracts are excluded) ) (See PCS Site for Guidance)	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

The following attestation acknowledgement **MUST** be completed AND **signed** for ALL new contracts.

By signing below, I certify that the performance measures and standards, data sources and data collection methods included in the contract provide a valid basis for assessing the contractor’s performance during the term of the contract.

Andrés Guerrero, MPH

Print Name and Title

10/11/2021

Date

Andres Guerrero

Digitally signed by Andres Guerrero  
Date: 2021.10.11 10:33:13 -06'00'

Signature

2518

Phone extension

**NOTES:** ↓

## 1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the Department of Public Health and Environment (the “State” or “CDPHE”). Contractor and the State agree to the terms and conditions in this Contract.

## 2. TERM AND EFFECTIVE DATE

### A. Effective Date

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

### B. Initial Term

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

### C. Extension Terms - State’s Option

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

### D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§15**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

### E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not

apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by **§12.A.i.**

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§15**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to **§12.A.i.a.**

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **Breach of Contract** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **Business Day** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. **CJI** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.
- D. **Contract** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21,

as identified in the Table of Contents herein above, shall constitute the “main body” of this Contract exclusively.

- E. “**Contract Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- F. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- G. “**End of Term Extension**” means the time period defined in §2.D.
- H. “**Effective Date**” means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Contract.
- I. “**Exhibits**” means the exhibits listed on the Signature and Cover Pages and attached to this Contract.
- J. “**Extension Term**” means the time period defined in §2.C.
- K. “**Goods**” means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- L. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. “**Initial Term**” means the time period defined in §2.B.
- N. “**Party**” means the State or Contractor, and “**Parties**” means both the State and Contractor.
- O. “**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.
- P. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- Q. “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- R. “**Services**” means the services to be performed by Contractor as set forth in this Contract and shall include any services to be rendered by Contractor in connection with the Goods.
- S. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI,

PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA.

- T. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- U. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.
- W. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- X. **“Subcontractor”** means third parties, if any, engaged by Contractor to aid in performance of the Work.
- Y. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- Z. **“Work”** means the delivery of the Goods and performance of the Services described in this Contract.
- AA. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

#### 4. STATEMENT OF WORK

##### A. Completion of Work

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

##### 1. Option to Initiate Phase

The State, at its discretion, shall have the option to direct Contractor to begin performance of any of the contract phases described in the Exhibits. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Sample Option Letter Exhibit. The Contractor shall begin work on each phase as of the effective date of the notice requiring Contractor to complete that phase, or a later date if one is contained in the notice, and shall complete all Work described for that phase in this Contract.

#### 5. PAYMENTS TO CONTRACTOR

##### A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or

in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in **§2.E**.

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§20** "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

vi. Option to Increase Rates

In the event the rates shown in the Exhibits are determined by a third party, the State, at its discretion, shall have the option to increase or decrease the rates shown in the Exhibits as the State determines is necessary to account for increases or decreases in the rates. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§20** "Sample Option Letter," and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date.

## 6. REPORTING - NOTIFICATION

### A. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in on the Signature and Cover Page.

### B. Performance Outside the State of Colorado or the United States, §24-102-206 C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **15**, in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this **§6.B** shall constitute

a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

## **7. CONTRACTOR RECORDS**

### **A. Maintenance**

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date 3 years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

### **B. Inspection**

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

### **C. Monitoring**

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

### **D. Final Audit Report**

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

## **8. CONFIDENTIAL INFORMATION-STATE RECORDS**

### **A. Confidentiality**

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI,

(iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

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

## 9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

## 10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies approved by the State.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations

under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any 1 fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

D. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

E. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within 7 days of Contractor's receipt of such notice.

F. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract by the effective date of the contract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business

Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §10.

## 11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

## 12. REMEDIES

### A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11., shall have all of the remedies listed in this §12.A. in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

#### i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

##### a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

##### b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in

the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, **(a)** secure that right to use such Work for the State or Contractor; **(b)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(c)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §14, shall have all remedies available at law and equity.

### **13. STATE'S RIGHT OF REMOVAL**

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the state to be contrary to the public interest or the State's best interest.

### **14. DISPUTE RESOLUTION**

#### **A. Initial Resolution**

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

#### **B. Resolution of Controversies**

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDPHE as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

### **15. NOTICES AND REPRESENTATIVES**

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

### **16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

#### **A. Work Product**

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under

contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

## 17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

## 18. GENERAL PROVISIONS

### A. Assignment

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

### B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

### C. Binding Effect

Except as otherwise provided in **§18.A**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

### D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

### E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other

attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

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

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions in **§19** of the main body of this Contract.
- ii. The provisions of the other sections of the main body of this Contract.
- iii. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online

agreements related to the Work unless that provision is specifically referenced in this Contract.

M. Severability

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

N. Survival of Certain Contract Terms

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

O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from Colorado state and local government sales and use taxes under §§39-26-704(1), *et seq.* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§18.A.**, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

Q. Waiver

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

R. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-103.5-101 C.R.S., if any, are subject to public release through the CORA.

S. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

T. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of

their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

U. Indemnification

i. Applicability

This entire **§18.U** does not apply to Contractor if Contractor is a “public entity” within the meaning of the GIA.

ii. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the “Indemnified Parties”), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

iii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of **§8** may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys’ fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of **§10**.

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys’ fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

**19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all contracts except where noted in italics.

**A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State’s Chief Information Officer or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY.**

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

or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT CONTRACTOR.**

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

**E. COMPLIANCE WITH LAW.**

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

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

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

**H. SOFTWARE PIRACY PROHIBITION.**

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

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor

has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

**K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

**L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.**

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.



# GUNNISON, COUNTY OF

DUNS Unique Entity ID <b>133115220</b>	SAM Unique Entity ID <b>NSN9FAGKEDJ9</b>	CAGE / NCAGE <b>38YT2</b>
Purpose of Registration <b>All Awards</b>	Expiration Date <b>Mar 13, 2022</b>	Registration Status <b>Active</b>
Physical Address <b>200 E Virginia AVE Gunnison, Colorado 81230-2248 United States</b>	Mailing Address <b>200 E. Virginia Avenue Gunnison, Colorado 81230-2248 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Colorado 03</b>	State / Country of Incorporation <b>(blank) / (blank)</b>	URL <b>(blank)</b>

### Registration Dates

Activation Date <b>Sep 14, 2020</b>	Submission Date <b>Sep 14, 2020</b>	Initial Registration Date <b>Apr 27, 2005</b>
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### Entity Dates

Entity Start Date <b>Dec 31, 1877</b>	Fiscal Year End Close Date <b>Dec 31</b>
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### Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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### Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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### Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

### Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

Entity Structure <b>U.S. Government Entity</b>	Entity Type <b>US Local Government</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>(blank)</b>		

### Government Types

**U.S. Local Government  
County**

## Financial Information

Accepts Credit Card Payments  
**No**

Debt Subject To Offset  
**No**

### Points of Contact

#### Electronic Business

♀  
**DEBBIE DUNBAR**

**221 N. Wisconsin  
Gunnison, Colorado 81230  
United States**

LINDA NIENHUESER

200 E. Virginia Avenue  
Gunnison, Colorado 81230  
United States

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#### Government Business

♀  
**MATTHEW BIRNIE**

**200 E. Virginia Avenue  
Gunnison County Housing Authority  
Gunnison, Colorado 81230  
United States**

LINDA NIENHUESER

200 E. Virginia Avenue  
Gunnison, Colorado 81230  
United States

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### Service Classifications

#### NAICS Codes

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>115112</b>	<b>Soil Preparation, Planting, And Cultivating</b>

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### Disaster Response

This entity does not appear in the disaster response registry.

**ADDITIONAL PROVISIONS**  
To Original Contract Routing Number 2022\*2745

**These provisions are to be read and interpreted in conjunction with the provisions of the Contract specified above.**

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly, CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than forty-five (45) calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget.

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice and Expenditure Details page to: Andres Guerrero, Program Manager, ([andres.guerrero@state.co.us](mailto:andres.guerrero@state.co.us))

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than forty-five (45) calendar days from the effective expiration or termination date of the Contract.

Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

2. Time Limit For Acceptance Of Deliverables.
  - a. Evaluation Period. The State shall have **fifteen (15)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
  - b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **fifteen (15)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
  - c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **fifteen (15)** calendar days, to correct the noted deficiencies.

3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

4. This award does not include funds for Research and Development.
5. The State, at its discretion, shall have the option to extend the term under this Contract beyond the Initial Term for a period or for successive periods, of 1 year at the same rates and under the same terms specified in the Contract. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. If exercised, the provisions of the Option Letter shall become

**EXHIBIT A**

part of and be incorporated in the original contract. The total duration of this contract shall not exceed 5 years.

6. The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. Delivery of Goods and/or performance of Services shall continue at the same rates and terms as described in this Contract.
7. All data collected, used or acquired shall be used solely for the purposes of this Contract. The Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known any such data to unauthorized persons without the express prior written consent of the State or as otherwise required by law. This includes a prior written request by the Contractor to the State for submission of abstracts or reports to conferences, which utilize data collected under this Contract.

Notwithstanding the foregoing, the Contractor shall be entitled to retain a set of any such data collected or work papers necessary to perform its duties under this Contract and in accordance with professional standards.

8. If Contractor indicates full expenditure of funds under this Contract by April 30 of each grant year and the full expenditure does not occur, CDPHE has the option to reduce current or upcoming Contract by said amount or a percent deemed reasonable by CDPHE. CDPHE will notify the Contractor of the potential need to decrease the current or upcoming budget. If the Contractor indicates at a later date than April 30 of each grant year an expectation of surplus of funds or inability to fully expend said funds for unforeseen circumstances that Contractor had not anticipated by April 30, CDPHE will reallocate unspent funds without any penalties to the Contractor.

Upon receipt of timely written notice of an objection by the State for inability to fully expend funds, the Contractor shall have a reasonable period of time not to exceed ten (10) calendar days to respond to the action. If no dispute is received by the State within ten (10) calendar days, the State has the option to reduce the current budget for the current year and any upcoming budget for future contractual agreements.

9. Contractor shall request prior approval in writing from the State for all modifications in the Statement of Work/Work Plan or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs shall be submitted to CDPHE at least ninety (90) days prior to the end of the contract period and may require an amendment in accordance with *General Provisions*, Section 16, *Contract Modifications*, of this Contract.
10. The State of Colorado, specifically the Colorado Department of Public Health and Environment, shall be the owner of all equipment as defined by Federal Accounting Standards Advisory Board (FASAB) Generally Accepted Accounting Principles (GAAP) purchased under this Contract. At the end of the term of this Contract, the State shall approve the disposition of all equipment.
11. Contractor shall not use funds provided under this Contract for the purpose of lobbying as defined in Colorado Revised Statutes (C.R.S.) 24-6-301(3.5)(a).
12. Notwithstanding paragraph 24 of the General Provisions, the parties agree to add the following, “24. Intellectual Indemnity. To the extent allowed under Colorado Law, the Contractor shall defend...”.

### Contract Risk Summary

(For All **New Contracts**- both Contractor and Subrecipient)

Gunnison County Consortium

Contract CMS Routing #: 2022\*2745

Entity Name:

Project Name: Harm Reduction

What are the risks associated with this contract and describe how those risks are addressed?

>REQUIRED: a brief summary of the potential risks<

This is a new contract for Gunnison Consortium. Although this work will not be new to them, doing this work for the state will be a new experience for them.

(Answer each of the following; Select either "Yes" or "No"; provide additional information where requested.)

- How much is subcontracted (amount and percent of the total)? Amount: 0    Percent: 0 %
- Have the General or Special Provisions been modified?     Yes     No
  - If "Yes", which provision(s) and how modified?
  - PCU Request Site Approval Number for modification(s):
- Does this project involve complex services or a new technology?     Yes     No
- Does this contractor serve as a fiscal agent?     Yes     No
- How long has this company/entity been in business? 144 Years
- Does this project involve a new contractor (new to the State or newly in existence) with no proven history of performance?     Yes     No
  - If "No", please describe any issues that you have experienced with this contractor in the past:  
None Noted
- Is this a new project for your program or one where your employees have little or no experience with the type of services being sought?     Yes     No
- Does this project involve hazardous vendor activities that raise special liability/insurance issues?  
 Yes     No

List any fiscal issues that the Department is currently experiencing and/or has experienced in the past with this contractor:

None noted

**Program - Assessment Summary: Note: Summary explanation is Required!**

>Insert a brief explanation of your assessment<

The risk is considered to be medium because the contract is new. The organization has done the type of work in the SOW but has not done this type of work for the state. State requirements for reporting will be new for the contractor but technical assistance will be offered to ensure that they can be successful. Therefore, the risk is determined to be medium.

Rating (select one):     Low     Medium     High

Completed by: Andrés Guerrero. MPH

Date: 10/11/2021

Phone: 3036922518

Program Manager Signature: Andres Guerrero Digitally signed by Andres Guerrero  
Date: 2021.10.11 12:00:50 -06'00'

Director of Purchasing & Contracts - Assessment Summary:

Comment: \_\_\_\_\_



## SUBRECIPIENT VERSUS CONTRACTOR DETERMINATION TOOL

FILL IN ALL BLUE SECTIONS		(Click here for definitions)	
DUNS Number		133115220	
Project Name:		HARM Reduction Grant Program	
Start/End Dates of Project:		Start	End
		July 1, 2020	June 30, 2025
Division, Program and/or Unit Name:		Prevention Services Division, Overdose Prevention	
Entity's (contractor or subrecipient) Legal Name:		Gunnison County Consortium	
Source of Funding (General Fund, State, Private, Federal):		State	
Federal Grant Number / Appropriation:		N/A	
Catalog of Federal Domestic Assistance (CFDA) Number (for federal funding), State Statute or other Funding Authority:		Senate Bill 19-008	
QUESTION		(Select yes or no from the drop down list)	SUBRECIPIENT OR CONTRACTOR DETERMINATION
1. Does the funded entity have responsibility for determining participant eligibility?		Yes	Subrecipient
2. Does the funded entity have its performance measured against whether the objectives of the program (funding objectives) are met?		Yes	Subrecipient
3. Does the funded entity have responsibility for programmatic decision-making?		Yes	Subrecipient
4. Is the funded entity responsible for adherence to applicable program requirements specified in the award?		Yes	Subrecipient
5. Is the relationship with the funded entity for this particular project in that they are working with us to achieve an outcome and not simply to provide a good or service?		Yes	Subrecipient
6. Does the funded entity provide the goods or services within normal business operations?		No	Subrecipient
7. Does the funded entity provide similar goods or services to many different purchasers?		No	Subrecipient
8. Does the funded entity operate in a competitive environment where many organizations are performing the same or similar work?		No	Subrecipient
9. Does the funded entity provide goods or services that are ancillary to the operation of the program?		No	Subrecipient
10. Is the funded entity subject to the compliance requirements of the federal program?		No	Contractor
<b>FINAL DETERMINATION</b> <i>The determination must be analyzed as a whole. Additional questions for consideration are included in the guidance to assist with the final determination. Be sure to document the reasoning for the determination in your files.</i>		FINAL DETERMINATION (Select subrecipient or contractor from drop down list.)	Subrecipient
Printed name and title of Program/Division staff completing form	Andrés Guerrero, MPH	Signature Andres Guerrero	Digitally signed by Andres Guerrero Date: 2021.10.11 11:03:55 -06'00'
Printed name of Fiscal Services Manager or delegate	Andrew Yancey, CA III	Signature Andrew Yancey	Digitally signed by Andrew Yancey Date: 2021.10.08 11:07:13 -06'00'
Date: 10/11/21			
Date:			
A PRINTED COPY OF THE DETERMINATION TOOL MUST BE COMPLETED, SIGNED AND INCLUDED IN THE PACKET FOR ALL CONTRACTS, INCLUDED WITH STRAIGHT PAYS FOR SERVICES WHEN A COMMITMENT DOCUMENT DOES NOT EXIST, AND INCLUDED WITH PURCHASE ORDER SUBMISSIONS IN CORE.			

STATEMENT OF WORK  
To Original Contract Number 2022\*2745

**These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.**

**I. Entity Name:** Gunnison County

**II. Project Description:** This health project serves to reduce the negative effects of drug use by residents in Gunnison County Colorado by building a care continuum between Gunnison County's local law enforcement, public health, in addition to community based organizations (CBO). Due to an increase in drug overdose deaths, drug-related criminality, in addition to a lack of behavioral health resources in Gunnison County, this project would be beneficial to the state.

The goal of this project is to work with the Gunnison County Consortium (GCC) to convene stakeholders to support community members with substance use disorders (SUD) including opioid use disorder (OUD), those at risk of developing a SUD, create anti-stigma campaign to increase understanding of SUD, in addition to increase awareness of behavioral health resources through the development of community resource guide. The GCC will also work with the Gunnison County Detention Center (GCDC) to develop as well as implement a Naloxone distribution policy; as well as connect residents with the peer support specialists when released from the GCDC.

During the contract period, Gunnison County will hire several behavioral health professionals, to provide referrals to medication for addiction treatment (MAT), harm reduction services, support to the Front Range MAT services, SUD services, in addition to increasing diversion from incarceration in response to behavioral health crises. MAT certification will be accessible in Gunnison County in order to expand MAT resources. To increase the quality of behavioral health services, incentivized training opportunities will be available to both behavioral health professionals in addition to law enforcement professionals.

Funding of this project is to improve Gunnison County's residents' health, reduce health care costs, criminal legal system costs, in addition to help residents in the community who enter the criminal justice system. Funding will also assist those in the broader communities who are focused on reducing harms associated with substance use in addition to recovery from SUD.

**III. Definitions:**

1. CAC: Certified Addiction Counselor
2. CBO: Community based organization
3. CBT: Cognitive Behavioral Therapy
4. EMDR: Eye Movement Desensitization and Reprocessing
5. GCC: Gunnison County Consortium
6. GCDC: Gunnison Detention Center
7. GVH: Gunnison Valley Health-Hospital
8. MAT: Medication for Addiction Treatment
9. MI: Motivational Interviewing,
10. OUD: Opioid Use Disorder
11. Professionals: healthcare professionals, behavioral health professionals, CBO professionals, in addition to law enforcement professionals
12. Quarter:
  - Quarter 1: July 1 - September 30
  - Quarter 2: October 1 - December 31
  - Quarter 3: January 1 - March 31
  - Quarter 4: April 1 - June 30

**EXHIBIT B**

- 13. SBIRT: Screening, Brief Intervention, and Referral to Treatment
- 14. Stakeholders: law enforcement, behavioral health providers, healthcare providers, in addition to Gunnison County Consortium members.
- 15. SUD: Substance use disorder
- 16. SUD: Substance Use Disorder
- 17. WSU: Western State University

**IV. Work Plan:**

<p><b>Goal #1:</b> Improve the health, well-being in addition to equity of all Coloradans through health promotion, prevention in conjunction with access to healthcare.</p>	
<p><b>Objective #1:</b> No later than the expiration date of this contract, reduce adverse health outcomes in Gunnison County related to substance use by improving behavioral health services in addition to providing services to residents at risk of incarceration.</p>	
<p><b>Primary Activity #1</b></p>	<p>The Contractor shall facilitate the GCC meetings to expand Gunnison County’s provision of substance use harm reduction services.</p>
<p><b>Sub-Activities #1</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall attend a CDPHE virtual grant kick-off meeting.</li> <li>2. The Contractor shall review the published material links about Overdose prevention on the CDPHE website prior to the CDPHE Grant Kick-off meeting.</li> <li>3. The Contractor shall review the published Harm Reduction Grant Fund Program Manual on the CDPHE website prior to the CDPHE Grant Kick-off meeting.</li> <li>4. The Contractor shall examine the existing harm reduction services implemented in Gunnison County.</li> <li>5. The Contractor shall evaluate future implementation of the expanded harm reduction services in Gunnison County.</li> <li>6. The Contractor shall communicate with the existing GCC to discuss the project activities in addition to harm reduction services in Gunnison County.</li> <li>7. The Contractor shall work with stakeholders to enhance community capacity to implement approved activities.</li> <li>8. The Contractor shall schedule five (5) GCC meetings annually to support community members with SUD, OUD, in addition to those at risk of developing SUD.</li> <li>9. The Contractor shall facilitate five (5) GCC meetings annually to support community members with SUD, OUD, in addition to those at risk of developing SUD.</li> <li>10. The Contractor shall write meeting minutes at each of the scheduled GCC meetings.</li> <li>11. The Contractor shall schedule five (5) GCC subgroup meetings annually.</li> <li>12. The Contractor shall facilitate five (5) GCC subgroup meetings annually.</li> <li>13. The Contractor shall write meeting minutes at each of the scheduled GCC subgroup meetings.</li> <li>14. The Contractor shall create a community resource guide with the GCC.</li> <li>15. The Contractor shall create a multidisciplinary team with the GCC to support the provision of MAT services in Gunnison County.</li> <li>16. The Contractor shall create an anti-stigma campaign with the GCC to:</li> </ol>

**EXHIBIT B**

	<ul style="list-style-type: none"> <li>a. provide information to help residents understand SUD.</li> <li>b. provide information to increase awareness of behavioral health resources.</li> </ul>
<p><b>Primary Activity #2</b></p>	<p>The Contractor shall provide four (4) behavioral health professionals to deliver harm reduction services in Gunnison County.</p>
<p><b>Sub-activities #2</b></p>	<ul style="list-style-type: none"> <li>1. The Contractor shall:             <ul style="list-style-type: none"> <li>a. hire a clinical public health nurse.</li> <li>b. hire a peer support specialist.</li> <li>c. hire a crisis clinician.</li> <li>d. hire a health navigator.</li> </ul> </li> <li>2. The Contractor shall assign the clinical public health nurse to perform the following:             <ul style="list-style-type: none"> <li>a. provide outreach to community members at risk of SUD.</li> <li>b. provide referrals to MAT.</li> <li>c. harm reduction education.</li> <li>d. provide best practices in harm reduction service implementation.</li> </ul> </li> <li>3. The Contractor shall assign the peer support specialist to perform the following:             <ul style="list-style-type: none"> <li>a. provide support to the Front Range MAT services.</li> <li>b. provide SUD services at the Western Colorado University.</li> <li>c. provide support to individuals actively using substances.</li> <li>d. provide justice-involved individuals’ access to resources upon release from GCDC.</li> </ul> </li> <li>4. The Contractor shall assign the crisis clinician to perform the following:             <ul style="list-style-type: none"> <li>a. provide support to individuals with SUD/ODU who are at risk of interacting with law enforcement,</li> <li>b. provide diversion, in addition to re-entry services for individuals with SUD,</li> <li>c. provide assessment to individuals who present for help with behavioral health issues,</li> <li>d. provide continuity of care after initial crisis response,</li> <li>e. provide referrals to SUD/ODU treatment services.</li> </ul> </li> <li>5. The Contractor shall assign the health navigator to perform the following:             <ul style="list-style-type: none"> <li>a. provide recovery support to individuals with behavioral health concerns,</li> <li>b. provide treatment referrals to individuals with behavioral health concerns, in addition to referrals to basic need services,</li> <li>c. provide multilingual services to residents.</li> </ul> </li> </ul>

**EXHIBIT B**

<b>Primary Activity #3</b>	The Contractor shall develop capacity to provide naloxone, in addition to referrals to individuals released from GCDC.
<b>Sub-Activities #3</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall organize a minimum of one (1) meeting with the Gunnison County Detention Center (GCDC) to discuss the development of a naloxone distribution policy.</li> <li>2. The Contractor shall create a process document with the GCDC to connect individuals with the peer support specialist in addition to the health navigator upon release.</li> </ol>
<b>Primary Activity #4</b>	The Contractor shall complete the preparatory work to deliver behavioral health training(s).
<b>Sub-Activities #4</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall create a behavioral health training curriculum with a CDPHE approved partner.</li> <li>2. The Contractor shall create an electronic mail (email) advertising the behavioral health training.</li> <li>3. The Contractor shall create a contact list of behavioral health professionals interested in the training.</li> <li>4. The Contractor shall create a contact list of professionals in the field of law enforcement interested in the training.</li> <li>5. The Contractor shall create an electronic registration survey that behavioral health professionals can register to participate in the behavioral health training.</li> <li>6. The Contractor shall collect the behavioral health training registration data from the electronic registration survey.</li> <li>7. The Contractor shall analyze the behavioral health training registration data collected from the electronic registration survey.</li> <li>8. The Contractor shall schedule one (1) training location in Gunnison County to deliver the behavioral health training.</li> <li>9. The Contractor shall communicate to each registered behavioral health professional the date of the reserved behavioral health training by email.</li> <li>10. The Contractor shall provide the location of the behavioral health training to each registered behavioral health professional by email.</li> <li>11. The Contractor shall create a follow-up survey to assess training effectiveness.</li> <li>12. The Contractor shall administer the survey to all attendees of the training.</li> <li>13. The Contractor shall analyze the results of the survey to inform training improvements.</li> </ol>
<b>Primary Activity #5</b>	The Contractor shall complete a minimum of one (1) behavioral health training.
	<ol style="list-style-type: none"> <li>1. The Contractor shall create a sign-in sheet to track the number of professionals attending the training.</li> </ol>

**EXHIBIT B**

<p><b>Sub-Activities #5</b></p>	<ol style="list-style-type: none"> <li>2. The Contractor shall use a sign-in sheet to track the number of professionals attending the training.</li> <li>3. The Contractor shall provide the training to a minimum of four (4) behavioral health professionals.</li> <li>4. The Contractor shall provide the training to a minimum of one (1) professional in the field of law enforcement.</li> <li>5. The Contractor shall determine the method of presenting the training from the following options:             <ol style="list-style-type: none"> <li>a. Online platform,</li> <li>b. in-person,</li> <li>c. hybrid training.</li> </ol> </li> <li>6. The Contractor shall support the MAT certification of GVH’s Psychiatric Nurse Practitioner.</li> <li>7. The Contractor shall distribute the behavioral health training materials to the registered professionals.</li> <li>8. The Contractor shall facilitate the behavioral health training.</li> <li>9. The Contractor shall provide a Question and Answer (Q&amp;A) session after the behavioral health training.</li> <li>10. The Contractor shall provide additional training opportunities in the following best-practice interventions:             <ol style="list-style-type: none"> <li>a. Certified Addiction Counseling (CAC),</li> <li>b. Eye Movement Desensitization and Reprocessing (EMDR),</li> <li>c. Motivational Interviewing,</li> <li>d. Screening, Brief Intervention, and Referral to Treatment (SBIRT),</li> <li>e. Cognitive Behavioral Therapy (CBT),</li> <li>f. harm reduction for people who use substances,</li> <li>g. and trauma-informed services.</li> </ol> </li> </ol>
<p><b>Primary Activity #6</b></p>	<p>The Contractor shall provide public awareness of behavioral health resources to residents in Gunnison County.</p>
<p><b>Sub-Activities #6</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall organize a minimum of one (1) community forum on SUD prevention, treatment, in addition to recovery.</li> <li>2. The Contractor shall determine the method of hosting the community forums from the following options:             <ol style="list-style-type: none"> <li>a. Online platform,</li> <li>b. in-person,</li> <li>c. hybrid forum.</li> </ol> </li> <li>3. The Contractor shall provide the location of the community forums by email.</li> <li>4. The Contractor shall organize an anti-stigma campaign.</li> </ol>

**EXHIBIT B**

	5. The Contractor shall disseminate information about SUD through the anti-stigma campaign to increase public awareness.
<b>Primary Activity #7</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall: <ol style="list-style-type: none"> <li>a. Complete a CDPHE approved monthly progress report.</li> <li>b. Complete a CDPHE approved quarterly progress report.</li> <li>c. Complete a CDPHE approved annual progress report.</li> </ol> </li> </ol>
<b>Primary Activity #8</b>	1. The Contractor shall complete a CDPHE approved evaluation plan.
<b>Standards and Requirements</b>	<ol style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. The Contractor shall comply with CDPHE Overdose prevention content, which is located on CDPHE website <a href="https://www.colorado.gov/pacific/cdphe/opioid-prevention">https://www.colorado.gov/pacific/cdphe/opioid-prevention</a> and is incorporated and made a part of this contract by reference.</li> <li>3. The Contractor shall use the Harm Reduction Grant Fund Program Manual, which is located on CDPHE website <a href="https://drive.google.com/drive/folders/1TxIUoLdjb_Wp6h3FMZTExWkToDzuOIw2">https://drive.google.com/drive/folders/1TxIUoLdjb_Wp6h3FMZTExWkToDzuOIw2</a> and is incorporated and made a part of this contract by reference.</li> <li>4. The Contractor shall develop a community resource guide to include the following: <ol style="list-style-type: none"> <li>a. SUD providers' contact information.</li> <li>b. Mental health providers' contact information.</li> <li>c. Organizations providing basic need services contact information.</li> </ol> </li> <li>5. The Contractor shall develop a multidisciplinary team to include a minimum of the following: <ol style="list-style-type: none"> <li>a. one (1) health care provider</li> <li>b. one (1) MAT provider</li> <li>c. one (1) behavioral health provider</li> </ol> </li> <li>6. The Contractor shall develop a SUD anti-stigma campaign to include a minimum of the following: <ol style="list-style-type: none"> <li>a. Evidence-based information about behavioral health disorders.</li> <li>b. Evidence-based harm reduction information.</li> <li>c. Resources for individuals who use substances.</li> </ol> </li> <li>7. The Contractor shall develop a process document with the GCDC to connect individuals with the peer support specialist to include a minimum of the following:</li> </ol>

**EXHIBIT B**

	<ul style="list-style-type: none"><li>a. criteria for providing a referral.</li><li>b. responsibility of parties in each step of the referral process.</li></ul> <p>8. The Contractor shall develop a behavioral health training curriculum to include a minimum of the following:</p> <ul style="list-style-type: none"><li>a. evidence based rural behavioral health information.</li><li>b. evidence based rural harm reduction information.</li></ul> <p>9. The Contractor shall develop an email advertising the behavioral health training to include a minimum of the following:</p> <ul style="list-style-type: none"><li>a. Date of the behavioral health training.</li><li>b. Location of the behavioral health training.</li><li>c. Length of the behavioral health training.</li><li>d. Deadline to register.</li></ul> <p>10. The Contractor shall develop a behavioral health professional contact list that covers the following:</p> <ul style="list-style-type: none"><li>a. Name of the individual registering.</li><li>b. Name of the clinic, if applicable.</li><li>c. Address of the clinic, if applicable.</li><li>d. Phone number of the individual registering.</li><li>e. Email address of the individual registering.</li></ul> <p>11. The Contractor shall develop a field of law enforcement contact list that covers the following:</p> <ul style="list-style-type: none"><li>a. Name of the individual registering.</li><li>b. Name of the department, if applicable.</li><li>c. Address of the department, if applicable.</li><li>d. Phone number of the individual registering.</li><li>e. Email address of the individual registering.</li></ul> <p>12. The Contractor shall develop the electronic registration survey that contains the following form fields:</p> <ul style="list-style-type: none"><li>a. Name of the individual registering.</li><li>b. Name of the clinic, if applicable.</li><li>c. Address of the clinic, if applicable.</li><li>d. Phone number of the individual registering.</li><li>e. Email address of the individual registering.</li></ul> <p>13. The Contractor shall develop a follow-up survey to assess the effectiveness of the training to include a minimum of the following:</p> <ul style="list-style-type: none"><li>a. participant satisfaction.</li><li>b. participant feedback.</li><li>c. Participant self-assessment of an increase in knowledge.</li></ul>
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**EXHIBIT B**

	<p>14. The Contractor shall develop a sign-in sheet that contains a minimum of the following:</p> <ul style="list-style-type: none"><li>a. Date</li><li>b. Name of the registered individual</li><li>c. Field of work</li><li>d. Signature line.</li></ul> <p>15. The Contractor shall provide draft versions of the following for CDPHE review:</p> <ul style="list-style-type: none"><li>a. Community Resource Guide.</li><li>b. Anti-stigma campaign.</li><li>c. Process document with the GCDC to connect individuals.</li><li>d. Behavioral Health training curriculum.</li><li>e. Email template advertising the behavioral health training.</li><li>f. Contact list template.</li><li>g. Electronic registration survey.</li><li>h. Follow-up survey to assess effectiveness of training.</li><li>i. Sign-in sheet template.</li></ul> <p>16. The Contractor shall provide final versions of the following prior to use:</p> <ul style="list-style-type: none"><li>a. Community Resource Guide.</li><li>b. Anti-stigma campaign.</li><li>c. Process document with the GCDC to connect individuals.</li><li>d. Behavioral Health training curriculum.</li><li>e. Email template advertising the behavioral health training.</li><li>f. Contact list template.</li><li>g. Electronic registration survey.</li><li>h. Follow-up survey to assess effectiveness of training.</li><li>i. Sign-in sheet template.</li></ul> <p>17. The Contractor shall submit all deliverables to the Harm Reduction Grant Program Coordinator via email.</p> <p>18. CDPHE will review all deliverables providing feedback within five (5) Business Days from the submission of the deliverable.</p> <p>19. CDPHE will respond to all email communications within three (3) Business Days.</p> <p>20. CDPHE will provide the Contractor with a monthly template, quarterly, and annual progress report template which shall include:</p> <ul style="list-style-type: none"><li>a. Primary and sub- activity progress summary</li><li>b. The most current data available including the demographics and number of people participating in interventions</li><li>c. Process and outcome evaluation data as specified in the grantee’s evaluation plan</li></ul>
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**EXHIBIT B**

	<ul style="list-style-type: none"> <li>d. Documentation of any activities between law enforcement, LPHAs and community-based organizations</li> <li>e. Challenges and successes encountered</li> <li>f. Any requests for technical assistance or training.</li> </ul> <p>21. CDPHE will provide the Contractor with evaluation planning in addition to implementation technical assistance covering the following:</p> <ul style="list-style-type: none"> <li>a. collect data from stakeholders to define community needs.</li> <li>b. collect data on referral efficacy.</li> <li>c. collect data on naloxone distribution.</li> <li>d. collect data on residents’ access to services.</li> <li>e. collect feedback from residents, in addition to service providers, to guide improvements in service delivery.</li> <li>f. analyze existing data to develop criteria informing resource development.</li> </ul> <p>22. CDPHE will provide the Contractor with technical assistance regarding selected overdose prevention activities to include the following:</p> <ul style="list-style-type: none"> <li>a. Provider education</li> <li>b. Community education</li> <li>c. Community-level interventions;</li> <li>d. Targeted naloxone distribution</li> <li>e. Data;</li> <li>f. Evaluating local efforts to implement effective strategies</li> </ul> <p>23. The Contractor shall attend all CDPHE approved trainings in addition to meetings.</p>
<p><b>Expected Results of Activity(s)</b></p>	<ul style="list-style-type: none"> <li>1. Community resource guide.</li> <li>2. SUD anti-stigma campaign.</li> <li>3. Hire four (4) behavioral health professionals to provide harm reduction in addition to behavioral health services to Gunnison Residents.</li> <li>4. A process document with the GCDC to connect individuals with the peer support specialist in addition to the health navigator upon release.</li> <li>5. Provide a minimum of one (1) behavioral health training.</li> <li>6. Provide a minimum of one (1) community forum on substance use, recovery, in addition to treatment.</li> </ul>
<p><b>Measurement of Expected Results</b></p>	<ul style="list-style-type: none"> <li>1. Monthly Progress Report.</li> <li>2. Quarterly Progress Report.</li> <li>3. Annual Progress Report.</li> <li>4. CDPHE received the finalized community resource guide.</li> <li>5. CDPHE received the finalized anti-stigma campaign materials.</li> <li>6. CDPHE received the finalized GCDC process document.</li> </ul>

**EXHIBIT B**

	<ol style="list-style-type: none"> <li>7. CDPHE received the letter of hire for four (4) behavioral health professionals.</li> <li>8. CDPHE received the training materials for behavioral health training.</li> <li>9. CDPHE received materials provided to individuals at the community forum.</li> </ol>	
		<b>Completion Date</b>
<b>Deliverables</b>	1. The Contractor shall submit an evaluation plan using a CDPHE approved template including both process and outcome measures.	No later than 180 days from contract execution
	2. The Contractor shall submit a CDPHE approved monthly progress report.	No later than the 15th of each month
	3. The Contractor shall submit a CDPHE approved quarterly progress report.	No later than 15 days after the quarter ends.
	4. The Contractor shall submit a draft of the community resource guide.	No later than 4/30/2022
	5. The Contractor shall submit a final copy of the community resource guide.	No later than 6/30/2022
	6. The Contractor shall submit a draft of the SUD anti-stigma campaign.	No later than 1/31/2022
	7. The Contractor shall submit a final copy of the SUD anti-stigma campaign.	No later than 3/31/2022
	8. The Contractor shall submit a CDPHE approved annual progress report.	No later than 6/30 annually
	9. The Contractor shall submit a draft of the Process Document with the GCDC to connect individuals to resources.	No later than 4/30/2022
	10. The Contractor shall submit a final copy of the Process Document with the GCDC to connect individuals to resources.	No later than 6/30/2022
	11. The Contractor shall submit a draft of the Behavioral Health training curriculum.	No later than 4/30/2022
	12. The Contractor shall submit a final copy of the Behavioral Health training curriculum.	No later than 6/30/2022
	13. The Contractor shall submit a draft email template advertising the behavioral health training.	No later than 4/30/2022
	14. The Contractor shall submit a final email template advertising the behavioral health training.	No later than 6/30/2022

**EXHIBIT B**

	15. The Contractor shall submit a draft Contact list template.	No later than 4/30/2022
	16. The Contractor shall submit a final Contact list template.	No later than 6/30/2022
	17. The Contractor shall submit a draft Electronic registration survey.	No later than 4/30/2022
	18. The Contractor shall submit a final Electronic registration survey.	No later than 6/30/2022
	19. The Contractor shall submit a draft Follow-up survey to assess the effectiveness of training.	No later than 4/30/2022
	20. The Contractor shall submit a final Follow-up survey to assess the effectiveness of training.	No later than 6/30/2022
	21. The Contractor shall submit a draft Sign-in sheet template.	No later than 4/30/2022
	22. The Contractor shall submit a final Sign-in sheet template.	No later than 6/30/2022

**V. Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Harm Reduction Grant Program Coordinator. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the Contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

**VI. Resolution of Non-Compliance:**

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the Harm Reduction Grant Program Coordinator and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.



**PREVENTION SERVICES DIVISION - LESS THAN 12 MONTH BUDGET WITH JUSTIFICATION FORM**

**Original Contract Routing # 2022\*2745**

<b>Contractor Name</b>	Gunnison County	<b>Program Contact Name, Title, Phone and Email</b>	Kari Commerford, Director of Juvenile Services (970) 642-7393 kcommerford@gunnisoncounty.org			
<b>Budget Period</b>	11/01/2021-06/30/2022	<b>Fiscal Contact Name, Title, Phone and Email</b>	Jody Wise, Accountant (970) 641-7976 jwise@gunnisoncounty.org			
<b>Project Name</b>	Gunnison County Consortium	<b>Contract (CT or PO) Number</b>	CT FHLA 2022*2745			
<b>Expenditure Categories</b>						
<b>Personal Services Salaried Employees</b>						
<b>Position Title</b>	<b>Description of Work</b>	<b>Gross or Annual Salary</b>	<b>Fringe</b>	<b>Percent of Time on Project</b>	<b>Number of Months</b>	<b>Total Amount Requested from CDPHE</b>
Grant Director	Completes all grant required activities, reporting, and fiscal oversight.	\$ 91,213.00	\$18,000.00	60.0%	8.0	\$43,685.20
						\$0.00
<b>Personal Services Hourly Employees</b>						
<b>Position Title</b>	<b>Description of Work</b>	<b>Hourly Wage</b>	<b>Hourly Fringe</b>	<b>Total # of Hours on Project</b>	<b>Total Amount Requested from CDPHE</b>	
Consortium Coordinator	Coordinates consortium meetings and sub-groups. Takes notes, sends emails and convenes stakeholders.	\$ 26.00	6.00	260.0	\$8,320.00	
Data Analyst	Works with the hospital, legal system and mental health system in order to align data collection and referral processes. Tracks community level outcomes and trends.	\$ 28.00	6.00	520.0	\$17,680.00	
Health/Recovery Navigator	Works with Western State University, Law Enforcement, Crisis Services, GVH, the jail and Peer Support Specialists in an effort to help community members navigate and access basic needs and behavioral health services with an emphasis on multilingual community members.	\$ 22.00	3.00	960.0	\$24,000.00	
Clinical Nurse - Public Health	Provides outreach and engagement of new community members in need of behavioral health services, education, and MAT (medication assisted treatment). Responsible for being the lead on research and planning for the implementation of harm reduction services in Gunnison County.	\$ 31.00	6.00	850.0	\$31,450.00	
						\$0.00
<b>Total Personal Services (including fringe benefits)</b>						<b>\$125,135.20</b>
<b>Supplies &amp; Operating Expenses</b>						

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Consortium/Coalition Meeting Expense	Coalition meetings are held over the lunch hour in order to allow for participation. Meals are requested to incentivize attendance and participation of non-staff coalition members. Five anticipated coalition meetings for 25 people x \$10/pp	\$ 250.00	5.0	\$1,250.00
Zoom platform	Virtual meeting capability -1/2 of the cost due to 50% used on HRGF Program in order to allow those who are unable to attend in person can participate equally. All meetings will have an in-person and virtual option.	\$ 750.00	1.0	\$750.00
Training for SUD/ODD	Evidence based behavioral health training to increase provider skill and knowledge as it relates to the HRGF grant program including Certified Addiction Counseling , Substance use and opioid use disorder trainings, motivational interviewing, Cognitive Behavioral Therapy (CBT), harm reduction, and trauma informed services. Funds to support training costs for three events--trainer costs, venue reservation, continuing education credits and meals if held during breakfast, lunch, or dinner hours.	\$ 2,000.00	3.0	\$6,000.00
Education/Forums Expenses	Costs to host two (2) community forums on Substance use disorder prevention, treatment, and recovery. Each event will include approx. 20 people and provide food as an incentive for community member participation at events over the dinner hour 5:30-7:00pm. Cost is \$15 pp x 25 = \$375 and \$25 per meeting for supplies (paper/pens/printing).	\$ 400.00	2.0	\$800.00
Advertising and Public Awareness	\$400/month x 8 for social media advertisement, newspapers and publishing of anti-stigma campaign.	\$ 400.00	8.0	\$3,200.00
Referral Guide	Creation and printing of Community referral guide: \$2.50 per copy x 200	\$ 2.50	200.0	\$500.00
General operating supplies	Office supplies for consortium and workgroup meetings \$30 month. Includes printed materials: meeting materials including reports, past meeting minutes, materials for engaging community members (fliers, handouts,etc)	\$ 30.00	8.0	\$240.00
				\$0.00
<b>Total Supplies &amp; Operating</b>				<b>\$12,740.00</b>

Travel				
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Local mileage (staff)	Local mileage for county wide travel for Coordinator, Clinical Nurse and Director	\$ 0.57	600.0	\$342.00
In-state travel (staff)	In-state travel for four staff members to attend a CDPHE approved one day grantee meeting and the four-day Shared Risk and Protective Factor Conference in Keystone CO in June 2022. GSA travel standards and rates are used by Gunnison County. Budget estimates are based on 2021 GSA rates and may change for 2022. Conference registration fee=\$250x4 staff=\$1000. Lodging=5 nights @ \$152/night=\$760x 4 staff=\$3,040. Mileage from Gunnison County to Keystone Conference Center is 158 miles, one-way, per Google. 316 miles x \$0.57=\$180.12x4staff=\$720.48. Breakfast and lunch will be provided for 4 days so those costs are excluded from the meals and incidentals (M&IE) calculation. \$39/day (\$34/dinner and \$5 incidental/day) x 5=\$195 and final day with breakfast and incidental \$18 +5=\$23. M&IE=\$218. \$218 x4 staff=\$872.00	\$ 5,632.48	1.0	\$5,632.48
				\$0.00
<b>Total Travel</b>				<b>\$5,974.48</b>
Contractual				
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Gunnison County Sheriff Department	Law enforcement officer assigned to the Gunnison Consortium, facilitate trainings for law enforcement, support development of crisis response program and provide coordination among local law enforcement. Attend consortium meetings, attend law enforcement trainings and explore harm reduction strategies. Participation cost to entity is \$2,500 for contract term.	\$ 2,500.00	1.0	\$2,500.00
Local Law Enforcement - Gunnison Police, Crested Butte Marshall, Mt. Crested Butte Marshall	Law enforcement officer assigned to the Gunnison Consortium, facilitate trainings for law enforcement, support development of crisis response program and provide coordination among local law enforcement. Attend consortium meetings, attend law enforcement trainings and explore harm reduction strategies. Participation cost per entity (3) is \$2,500 for contract term.	\$ 2,500.00	3.0	\$7,500.00
Western Colorado University - Behavioral Health	WCU representative will work with consortium to develop behavioral health training curriculum, assist in delivering curriculum, attend consortium meetings, \$8,000 for contract term.	\$ 8,000.00	1.0	\$8,000.00
Gunnison Valley Hospital	Peer Support Specialist (1 FTE) \$32,000- Connects with individuals who are actively using substances and are interfacing with law enforcement, jail, ER or hospital services in order to build support and help navigate across systems. Works at least 50% of time at Western Colorado University. Cost for Psychiatric Nurse to receive MAT certification training, including time, \$15,000. Crisis clinician (1 FTE) \$50,000 that will provide 24/7 coverage for immediate response. Their role is to provide care and immediate behavioral health services to clients. Primary function is to assess and triage individuals who present for help with behavioral health issues. The role of the clinician will be to insure continuity of care: an immediate and professional evaluation, collaboration with proper agencies, referral to appropriate type and level of service, and advocacy for any treatment deemed necessary beyond the initial crisis. For contract term.	\$97,000.00	1.0	\$97,000.00
				\$0.00

		<b>Total Contractual</b>	<b>\$115,000.00</b>
		<b>SUB-TOTAL OF DIRECT COSTS</b>	<b>\$258,849.68</b>
<b>Indirect</b>			
<b>Item</b>	<b>Description of Item</b>	<b>Total Amount Requested from CDPHE</b>	
Federally-Negotiated Indirect Cost Rate			
CDPHE-Negotiated Indirect Cost Rate	CDPHE CY2022 rate of 24.18% Total Direct Costs excluding capital expenditures, rent and participant support costs. Gunnison elects to assess a lessor rate of 10% Total Direct Costs excluding capital expenditures, rent and participant support costs for this contract.	\$25,884.32	
De minimis Indirect Cost Rate			
		<b>Total Indirect</b>	<b>\$25,884.32</b>
		<b>TOTAL</b>	<b>\$284,734.00</b>

## EXHIBIT D

**OPTION LETTER #: Click here to enter text.**

State Agency : <b>Colorado Department Of Public Health and Environment</b> <b>4300 Cherry Creek Dr S</b> <b>Denver, CO 80246</b>				Original Contract # <b>Click here to enter text.</b>		
Contractor (Name and Address) <b>Click here to enter text.</b>				Option Contract Number <b>Click here to enter text.</b>		
Contract Performance Beginning Date : <b>Click here to enter a date.</b>				Current Contract Expiration Date : <b>Click here to enter a date.</b>		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Routing #	Federal Funding Amount*	State Funding Amount	Other Funding Amount	Term (dates)	Total
OL #1						\$
Original						\$
<b>Current Contract Maximum Amount (YTD)</b>						\$

**1) OPTIONS**

- A. Option to extend for an Extension Term
- B. Option to change quantity of goods under the Contract
- C. Option to change quantity of services under the Contract
- D. Option to change Contract rates
- E. Option to initiate next phase of Contract

**2) REQUIRED PROVISIONS:**

- A. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option for an additional term, beginning **Click here to enter a date.** and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above, the State hereby exercises its option to **Choose an item.** the quantity of **Choose an item.** at the rates stated in the Original Contract as amended for the following reason: **Click here to enter text.**
- C. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option to modify the Contract rates specified in **Click here to enter text.** for the following reason: **Click here to enter text.** The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above, the State hereby exercise its option to initiate Phase **Click here to enter text.**, which shall begin on **Click here to enter a date.** and end on **Click here to enter a date.** at the cost/price specified in Section **Click here to enter text.**
- E. The Contract Maximum Amount table is deleted and replace with the Current Contract Maximum Amount Maximum Amount table shown above.

**3) OPTION EFFECTIVE DATE:**

- A. The effective date of this Option Letter is upon approval of the State Controller or **Click here to enter a date.** whichever is later.

EXHIBIT D

<p align="center"><b>PROGRAM APPROVAL</b></p> <p>By: _____</p> <p align="center">—</p> <p>Date: _____</p>	<p align="center"><b>STATE OF COLORADO</b>          Jared S. Polis, Governor          Department of Public Health and Environment          Jill Hunsaker Ryan MPH, Executive Director</p> <hr/> <p align="center">—</p> <p>By: Lisa McGovern, Purchasing &amp; Contracts Section          Director, CDPHE</p> <p>Date: _____</p>
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**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.**

**STATE CONTROLLER  
 Robert Jaros, CPA, MBA, JD**

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

Date: \_\_\_\_\_





STATE OF COLORADO

Yancey - CDPHE, Andrew <andrew.yancey@state.co.us>

# PSA Gunnison Harm reduction

1 message

**Guerrero - CDPHE, Andres** <andres.guerrero@state.co.us>  
To: Andrew Yancey - CDPHE <andrew.yancey@state.co.us>

Tue, Oct 19, 2021 at 10:52 AM

Hello Andrew,

Due to technical issues, I was unable to sign the PSA for Gunnison County Consortium's work under the Harm Reduction Grant Fund. This email is to confirm that I agree with the PSA form as it was completed. Thanks.

--

**Andrés H. Guerrero, MPH**  
(he, him, his)  
Manager  
Overdose Prevention Unit

*(pronouns he, him, his)*

*I am currently working from home. Email is the best way to reach me.*

Phone: (303) 692-2518  
Fax: (303) 691- 7901  
4300 Cherry Creek Drive South, Denver, CO 80246  
[Andres.Guerrero@state.co.us](mailto:Andres.Guerrero@state.co.us) | <https://cdphe.colorado.gov/>



Tips for working with Andrés (by Andrés!):

- If you need to meet with me, please schedule a meeting on my calendar. My calendar is up to date and open for all coworkers to see the details.
- I am overwhelmed by emails so no need to send me "Thank you" emails or "Ok" emails.
- Due to medical treatment I underwent in 2019/2020, my memory is not the best so if you need to tell me something important, please send an email as I most likely won't remember if you just verbally tell me.
- I am not good at remembering names or faces. If I don't recognize you, I mean no offense. Feel free to remind me " We worked on... back in 2012." It will usually come back to me with some reminders.
- All credit goes to my amazing team. My job is to reduce barriers and find funding so they can do the real work.

**OFFICIAL COLORADO STATE DOCUMENT DO NOT ALTER THIS FORM****CERTIFICATION FOR PERSONAL SERVICES AGREEMENT**

**Instructions:** Additional supporting documentation, such as the scope of work via a copy of the purchase order or contract, must be attached to this completed form. Failure to complete this form in its entirety or attach the scope of work, could delay the review and approval of the personal service agreement. Contact your department's human resource office for assistance.

**Your Department/Institution Name:** CDPHE - Prevention Services Division

**Contract Management System (CMS) #:** 2022\*2745

**Purchase Order #:**

**Original \$ Amount:** \$284,734.00

**Increase/Decrease in \$:**

**New Total \$ Amount:** \$284,734.00

**Contractor:** Gunnison County Consortium

**Sole Proprietor?** No  Yes

**Assigned Individual Contractor/Leased Worker(s) Name:**

**TOTAL TERM OF AGREEMENT (as stipulated in the agreement that includes extensions)**

**From:** 11/1/21

**To:** 6/30/22

1. Please describe the labor and business need for the service being outsourced, including the type of services being acquired, the specialized skills and expertise required to perform the work, and identify the direct beneficiary of the services.

This health project serves to reduce the negative effects of drug use by residents in Gunnison County Colorado by building a care continuum between Gunnison County's local law enforcement, public health, in addition to community based organizations (CBO).

2. Have you consulted with the department human resource office to determine the best way to meet the labor and business need that generated this request?

No  Yes

3. Have these services been purchased through an agreement(s) before?

No  Yes  If **yes**, for how long?

4. Are these services ongoing for an indefinite period of time?

No  Yes  If **yes**, for how long?

If **yes**, please attach the business case and cost analysis that justifies why the service is best performed either by acquiring FTE or by permanently outsourcing the personal service.

5. Is the individual or contractor a current **state employee** or has previously been a **state employee** either on a temporary or a permanent basis? Has this individual or contractor been used in the past?

No  Yes  If **yes**, give dates of employment or contract performance dates.

State Temporary Employee

Permanent Employee

Contract Performance Dates

**CERTIFICATION FOR PERSONAL SERVICES AGREEMENT**

6. Is this is a contract or purchase order modification?

No  Yes  If **yes**, the please explain the reason for the modification including the difference in scope of work from the original contract.

7. Post April 7, 1993, are there specific statutory citations (not footnotes to the Long Bill) that require outsourcing with a contractor to provide this personal service?

No  Yes  If **yes**, cite statute and provide a copy. C.R.S.

8. Independent contractor information. Please answer **Yes** or **No** for each question. Contact your department's human resource office for assistance to complete this section.

- Is the State the only client the contractor works with? Y  N
- Is the contractor registered with the Secretary of State's Office and/or the IRS to conduct business as an independent contractor? Y  N
- Does the contractor hire retired state employees to perform the work? Y  N
- Does the contractor have their own place of business? Y  N
- Does the contractor offer services to the general public and have other clients? Y  N
- Does the contractor need to be trained by the State to be able to provide the service? Y  N
- Does the contractor determine how and when the services will be performed? Y  N
- Does the contractor work on state property? Y  N
- Does the State control the route or location where the work must be performed? Y  N
- Does the State provide the contractor with equipment, tools or materials to conduct the work? Y  N
- Does the contractor have unemployment and workers' compensation insurance? Y  N
- Does the contractor have direct daily control over state employees? Y  N
- Does the contractor bill by an hourly rate? Y  N  Lump sum? Y  N
- Are the contracted services important to the departmental operations in that they have become a necessary part of the business? Y  N

**Note: Completion of this form does not verify independent contractor status. Determination is based on regulations by the IRS, USDOL, PERA, or Colorado state statutes. Your department's human resource office may contact you for further information and clarification. Supporting documentation must be provided.**

**TO BE COMPLETED BY PROGRAM REPRESENTITIVES**

**Andrew Yancey** Digitally signed by Andrew Yancey  
Date: 2021.10.19 10:39:01 -06'00'

Contract/Fiscal Representative E-Signature

CA III

Title

2479

Work Phone Number

**Andres Guerrero** Digitally signed by Andres Guerrero  
Date: 2021.10.19 10:33:38 -06'00'

Program Representative E-Signature

Manager Overdose Prevention Unit

Title

2518

Work Phone Number

**THE FOLLOWING TO BE COMPLETED BY HR REPRESENTATIVE ONLY**

1. I attest that the acquisition of services from the independent contractor will not directly or indirectly result in the separation or displacement of classified state employees within the state personnel system.

No  Yes

2. Have these outsourced services presently or previously been performed within the state personnel system? If the contract is over \$100,000, then please complete the PSA task within CMS.

No  Yes  If **yes**, provide the following within CMS PSA Task.

**C.R.S 24-102-205 requires that all departments are to use the centralized Contract Management System (CMS) to track the number of employment positions that are filled and/or eliminated under any personal services contract that was previously performed by classified state employees. The business case and cost analysis must support a cost savings and show at least equal or increased quality of the service being outsourced, and be documented and approved within the CMS PSA Task.**

**Review/Approval Criteria:** The following are statutory criteria by which personal services agreements will be evaluated by the State Personnel Director or designee. Please identify those criteria that apply to approve this request.

- Solicitation provisional approval. To meet statutory criteria, final personal services review and approval is required upon award of the solicitation and before the agreement is executed.
- The contract meets the relevant cost savings test. A "Cost Comparison" form must be completed and attached to this form. C.R.S. 24-50-503
- The contract is for a new state program (created after 4/7/93), which statutorily authorizes the performance of the program by independent contractors. C.R.S. 24-50-504(2)(b)
- The contracted services are not available within the state personnel system, or cannot be performed satisfactorily by state employees, or are of a highly specialized or technical nature. C.R.S. 24-50-504(2)(c)
- The services are incidental to a contract for the purchase or lease of real or personal property. C.R.S. 24-50-504(2)(d)
- The contract is needed to protect against a conflict of interest, or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. C.R.S. 24-50-504(2)(e)
- The contractor will provide equipment, materials, facilities or support services that could not feasibly be provided by the State in the location where the services are to be performed. C.R.S. 24-50-504(2)(f)
- The contractor will conduct training courses for which appropriately qualified state personnel system instructors are not available. C.R.S. 24-50-504(2)(g)
- The services are of an urgent, temporary, or occasional nature. C.R.S. 24-50-504(2)(h)
- The contract is for purchased services. (The acquisition of services that directly benefit specific groups or individuals in the public at large). C.R.S. 24-50-504(3)
- The services provided are for a term of six months or less and are not expected to recur on a regular basis. C.R.S. 24-50-513

**PERSONAL SERVICES CERTIFICATION – HR Representative Only**

*Independent Contractor Certification:* The signature below indicates that the contract or commitment voucher is indeed an independent contractor that does not create an employee-employer relationship and that these documents contain the required independent contractor language as part of the Director's Rules 10-4(E)(4) and supporting documentation.

*Department/Institution Certification:* I hereby certify that the attached agreement for personal services meets at least one criterion stated above and that all responses on this certification are true and accurate, to the best of my knowledge.

Date:

By:

Jennifer Sanchez

 Digitally signed by Jennifer Sanchez  
 Date: 2021.10.22 09:34:46 -06'00'

Personal Services PCP Certified Human Resource Representative

Title/Work Phone Number

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

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**Agenda Item:** Colorado Department of Public Health and Environme

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**Action Requested:** County Manager Signature

**Parties to the Agreement:** CDPH Emergency Preparedness and Response

**Term Begins:** 07/01/2022

**Term Ends:**

**Grant Contract #:** 2023\*0196

**Summary:**

The Parties entered into the agreement to upgrade the public health departments ability to effectively respond to a range of public health threats, including diseases, natural disasters, and biological, chemical, nuclear, and radiological events. The Parties now desire to modify the Statements of

**Fiscal Impact:**

**Submitted by:** Blair Burgess

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/10/2022

---

**County Attorney Review:**

Required

Not Required

Comments:

So long as County comfortable with all federal contracting requirements, appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/10/2022

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 5/17/2022

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### CONTRACT MODIFICATION SUBMITTAL CHECKLIST

**Contractor/Subrecipient Name:** Board of County Commissioners of Gunnison County

For Purchasing & Contract Unit Use Only

*(Verify that the name on all Contract occurrences and Secretary of State Status Summary Page match exactly)*

**Modification Routing #:** 2023\*0196 **Original Routing #:** 2020\*0248  
Amendment #5

**CMS Number, if required:** na **CORE # (if applicable)** 2023\*0196  
Amendment #5

**Modification Start Date:** 7/1/2022 **Modification End Date:** 6/30/2023

**SOW Modification Pre-approval - PCS Request Site Approval # (if applicable):** NA

**PCS Request Site Modification Contract Routing & Tracking Request Number:** 40507  
 Enter Request ID #

**Division Acronym:** DCEED **Unit Acronym:** OEPR/PHEP

**Submitter Name:** Deb Rizk **Phone:** \_\_\_\_\_

**SOW Delegate Name:** Deanna **Phone:** \_\_\_\_\_

**Purpose(s) of Modification: (Select all that apply)**

- Scope of Work Modification**  
  **Budget Modification**  
  **Renewal**  
  **No Cost Modification**  
  **Assignment**  
 **Other** If "Other", describe: Additional Provisions

**Modification Document Type (select one only)**

		A	B	C	D
A	<input checked="" type="checkbox"/> <b>Amendment:</b> Two (2) each with original signatures	<input checked="" type="checkbox"/>			
B	<input type="checkbox"/> <b>Grant Funding Letter:</b> Two (2) letters, each with original signatures		<input type="checkbox"/>		
C	<input type="checkbox"/> <b>Option Letter:</b> Two (2) agreements, each with original signatures			<input type="checkbox"/>	
D	<input type="checkbox"/> <b>Assignment:</b> Two (2) agreements, each with original signatures				<input type="checkbox"/>

**Modification: ATTACHMENTS – REQUIREMENTS – CERTIFICATIONS**

Enter "X" for all that apply; Enter requested information in shaded fields; **Attach forms/documentation**

	A	B	C	D
<b>1. The first (cover) page of the original contract document (Attach)</b>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<b>2. For Subrecipient Only (Renewal required each year)</b> Enter Pre-Award Financial Risk Assessment number (See Internal Audit Site): <u>FRMS-LOW</u>	<input type="checkbox"/>		<input type="checkbox"/>	
<b>3. Insurance Certificate(s) (NOT required for Interagency Agreement or Intergovernmental Contract, Insurance Policy Dates must be current on effective date of contract; if Assignment, COI for Assignee only)</b> Applicable waiver(s) and description: <u>enter PCS Request Site</u>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<b>4. Sole Source REVISION (A modification is required when there is an increased amount, change in SOW or date change.)</b> New PCS Sole Source Request #: _____ Enter PCU Request # New PCS Sole Source Term: _____ to _____ Enter SS Term Dates New NPSS1 Number: _____ Enter NPPSS1#	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>5. Secretary of State Status Summary Page (must state the entity is in "good standing") Renewals ONLY (NOT required for Interagency Agreement, Intergovernmental Contract; if Assignment, SOS for Assignee only)</b>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Date Stamp at bottom of page

If DBA, Secretary of State Status Summary Page for <b>DBA</b>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
6. <b>Signature Authority Letter or Corporate Documentation</b> (If contract signed by other than the apparent authority) (See <a href="#">State of Colorado Procurement Manual, p. 18, Chapter IV, Section 21</a> )	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
7. <b>S.A.M. Exclusion Summary Page (Record verified and no exclusions/restrictions)</b> ( <b>NOT</b> required for Interagency Agreement Contract or LPHA; if Assignment, SAM for Assignee only) ( see PCS Site: <a href="#">SAM Verification Guidance</a> )	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>CMS RECORD: Required for contracts \$100,000 over the life of the contract</b>	<b>(X) = Completed</b>
1. <b>Record Type</b> – Record type chosen is “Modification”.	<input type="checkbox"/>
2. <b>Linked Record</b> – Record is linked to the Master Record ONLY.	<input type="checkbox"/>
3. <b>Record Title</b> - Title follows the naming convention for a Modification to a Master Record.	<input type="checkbox"/>
4. <b>Data Field: Vendor Name</b> – Has been selected in the ‘Contractor/Vendor’ field.	<input type="checkbox"/>
5. <b>Data Fields: If this Modification is to renew or extend a contract has the contractor’s work to date been certified as complying with the terms of the contract AND the Master CMS contract record updated?</b> Choose “Yes” when renewing or extending the expiration date and enter “Yes” in the corresponding field in the master record. If the modification is not to renew or extend, choose N/A and do not make any changes in the corresponding field in the master record.	<input type="checkbox"/>
6. <b>Data Field: Certification - If applicable, enter date of MOST RECENT annual certification of contractor work</b> – If the contract has been renewed or extended, enter the expiration date of the contract. We are using the expiration date of the contract to represent the last contractor performance evaluation of the contract period (quarterly or 3x per year). If the modification is not to renew or extend, leave the field blank. If the corresponding field in the master record is set to “Yes” as a result of a previous renewal/extension, do not change it.	<input type="checkbox"/>
7. <b>Data Fields:</b> All other relevant data fields are completed per CDPHE protocol.	<input type="checkbox"/>
8. <b>Update Master Record</b> – Cumulative Dollar Amount, Latest Performance End Date and Recertification data fields have been updated as applicable.	<input type="checkbox"/>

<b>NOTES: ↓</b>
No CMS entry, Federally funded.

**Division Quality Assurance Checklist****Contract Modifications**Program: IMM, CDB, LAB, HE, MJ, PHIRR, **OEPR**

Project: PHEP

Vendor: Gunnison County Department of Health and Human Services

CT/PO #: 2023\*0196 Amendment #5

Date Reviewed: 5/2/22

Reviewer Initials: CS

**Notes: 1) CvrPg: The address doesn't match the PCS Master Contracts> MTO List.****2) Submittal Checklist: A) Change Contractor Name to Gunnison County Department of Health and Human Services. B) Use SOW Delegate's full name.**

<b>Template</b>	
Current version of contract modification template used. Check PCS site for current version. Version number appears in footer.	
<b>Formatting</b>	
Correct font used	
Sections and provisions identified with correct letters and numbers	
Paragraphs are aligned	
Has accurate page numbers	
<b>Metadata</b>	
Amendment/Option Letter correctly numbered (e.g. #1, #2, #3)	
<b>Original Contract Number</b>	
Matches the actual Original Contract	
Matches the Original Contract number in the Contract Maximum Amount Table	
<b>Contractor</b>	
Contractor name and address matches SOS, Master LPHA list, or other reputable source if an intergovernmental entity	<a href="#">See notes.</a>
If dba, trade name matches SOS	
<b>Amendment/Option Letter Contract Number</b>	
Follows PCS guidance	
Is accurate	
Matches the Amendment/Option Letter contract number in the Contract Maximum Amount Table	
<b>Contractor Performance Beginning Date</b>	
Matches the beginning date of the Original Contract	
<b>Current Contract Expiration Date</b>	
Matches the last date in the Contract Maximum Amount Table	
<b>Contract Maximum Amount Table</b>	
Federal, State, and Other Funding Amounts are populated with \$0.00 if applicable	
Term dates have been updated to reflect effective dates and expiration dates of each modification	
Each line is added across and the total for the line appears in the Total column	
Columns and rows calculate correctly	

Amounts match amounts in the budget exhibit	
<b>Signature Block</b>	
Contractor name completed	
Contractor name matches cover page of contract modification	
<b>Footer</b>	
Amendment/Option Letter contract number completed	
Amendment/Option Letter contract number matches cover page of contract modification	
<b>Main Body of Amendment/Option Letter</b>	
All exhibits identified in the provisions match the names on the actual exhibits	
<b>Exhibit A, Additional Provisions</b>	
Contract number completed in footer	
Has accurate page numbers	
<b>Exhibit B, Statement of Work</b>	
Has been delegate approved	
If applicable, contractor name matches contractor name on the cover page of the contract	
If applicable, project name/title matches all other occurrence of the project name/title throughout the contract	
Contract number completed in footer	
Has accurate page numbers	
<b>Exhibit C, Budget</b>	
Has been delegate approved	
Verify dollar amounts match the dollar amounts of the cover page	
If applicable, contractor name matches contractor name on the cover page of the contract	
If applicable, project name/title matches all other occurrence of the project name/title throughout the contract	
Contract number completed in footer	
Has accurate page numbers	
<b>Exhibit D, Federal Provisions</b>	
Completed for subrecipients. Not required for contractors.	
All fields are completed or contain not applicable	
A link to the notice of award is included or the actual notice of award is included as part of Exhibit D	
Subrecipient name matches cover page of contract	
Contract number completed in footer	
Has accurate page numbers	
<b>All Other Exhibits</b>	
All fields completed	
Contract number completed in footer	
Has accurate page numbers	

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CONTRACT C T 2 0 2 0 \* 2 4 8  
ROUTING NO.

**APPROVED TASK ORDER CONTRACT – WAIVER #154**

This task order contract is issued pursuant to master contract made on 11/23/2016, with routing number 18 FAA 00023.

**STATE:**  
State of Colorado for the use & benefit of the  
Department of Public Health and Environment  
Office of Emergency Preparedness and Response  
4300 Cherry Creek South Drive  
Denver, Colorado 80246

**CONTRACTOR:**  
Board of County Commissioners of Gunnison County  
(a political subdivision of the state of Colorado)  
200 East Virginia Avenue  
Gunnison, Colorado 81230-2297  
for the use and benefit of the  
Gunnison County Department of Health and Human Services  
220 North Spruce Street  
Gunnison, Colorado 81230  
CONTRACTOR DUNS: 133115220  
CONTRACTOR ENTITY TYPE:

CONTRACT MADE DATE: 5/1/2019

Political Subdivision

**TERM:**  
This contract shall be effective upon approval by the State Controller, or designee, or on 07/01/2019, whichever is later. The contract shall end on 06/30/2020.

BILLING STATEMENTS RECEIVED:

Monthly

STATUTORY AUTHORITY: Not Applicable

PROCUREMENT METHOD:

Exempt

CLASSIFICATION: Subrecipient

BID/RFP/LIST PRICE AGREEMENT NUMBER:

N/A

CONTRACT PRICE NOT TO EXCEED: \$23,152.00

FEDERAL FUNDING DOLLARS: \$23,152.00

STATE FUNDING DOLLARS: \$0.00

OTHER FUNDING DOLLARS: \$0.00

Specify "Other": \$0.00

LAW SPECIFIED VENDOR STATUTE:

N/A

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:

FY20: \$23,152.00

STATE REPRESENTATIVE:

Melanie Simons  
PHEP Grant Branch Manager  
Colorado Dept. of Public Health and Environment  
Office of Emergency Preparedness and Response  
4300 Cherry Creek South Drive  
Denver, Colorado 80246

PRICE STRUCTURE: Cost Reimbursement

CONTRACTOR REPRESENTATIVE:

Joni Reynold  
Gunnison County Department of Health and Human Services  
220 North Spruce Street  
Gunnison, Colorado 81230

PROJECT DESCRIPTION:

The Public Health Emergency Preparedness Program (PHEP) supports public health departments across the nation to upgrade their ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events.

Task Order CMS Number: 129533

Contract Routing Number: CT 2020\*248

**CONTRACT AMENDMENT #5****SIGNATURE AND COVER PAGE(S)**

State Agency: <b>Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246</b>				Original Contract Number: <b>2020*0248</b>		
Contractor: <b>Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison, Colorado 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street Suite F Gunnison, Colorado 81230</b>				Amendment Contract Number: <b>2023*0196 Amendment #5</b>		
Contract Performance Beginning Date: <b>July 1, 2019</b>				Current Contract Expiration Date: <b>June 30, 2023</b>		
<b>CONTRACT MAXIMUM AMOUNT TABLE</b>						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2020*0248	\$23,152.00	\$0.00	\$0.00	07/01/2019-06/30/2020	\$23,152.00
Contract Amendment #1	2020*0248 Amendment #1	\$0.00	\$0.00	\$0.00	07/01/2019-06/30/2020	\$0.00
Contract Amendment #2	2020*0248 Amendment #2	\$22,470.00	\$0.00	\$0.00	07/01/2020-06/30/2021	\$22,470.00
Contract Amendment #3	2022*0101 Amendment #3	\$22,515.00	\$0.00	\$0.00	07/01/2021-06/30/2022	\$22,515.00
Contract Amendment #4	2022*0101 Amendment #4	\$93,600.00	\$0.00	\$0.00	08/09/2021-06/30/2022	\$93,600.00
Contract Amendment #5	2023*0196 Amendment #5	\$112,429.00	\$0.00	\$0.00	07/01/2022-06/30/2023	\$112,429.00
<b>Current Contract Maximum Cumulative Amount</b>						<b>\$274,166.00</b>

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

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

<p align="center"><b>CONTRACTOR</b></p> <p>Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services</p> <hr/> <p align="center">By: Signature</p> <p>FULL NAME</p> <hr/> <p align="center">Name of Person Signing for Contractor</p> <p>TITLE</p> <hr/> <p align="center">Title of Person Signing for Contractor</p> <hr/> <p>Date: _____</p>	<p align="center"><b>STATE OF COLORADO</b></p> <p align="center"><b>Jared S. Polis, Governor</b></p> <p>Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p align="center">By: Signature</p> <hr/> <p align="center">Name of Executive Director Delegate</p> <hr/> <p align="center">Title of Executive Director Delegate</p> <hr/> <p>Date: _____</p>
---	--

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

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

---

By: Signature

---

Name of State Controller Delegate

---

Title of State Controller Delegate

---

Amendment Effective Date: \_\_\_\_\_

-- Signature and Cover Pages End --

**1. PARTIES**

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

**2. TERMINOLOGY**

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

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

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

**B. Amendment Term**

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **July 1, 2022**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2023**, whichever is earlier.

**4. PURPOSE**

The Parties entered into the agreement to upgrade the public health departments ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events.

The Parties now desire to modify the Statements of Work for the current term and to renew for an additional term for the following reason: To update the current term documents to align with the current term requirements and to continue Public Health Emergency Preparedness for an additional term.

**5. MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- C. The Parties now agree to modify Exhibit, C, Budget, of the agreement. Exhibit, C, Budget, is deleted and replaced in its entirety with Exhibit, C, Budget, attached to this Amendment for the following reason: To provide a budget to continue the work for an additional term.
- D. The Parties now agree to modify Exhibit, D, Epidemiologist Statement of Work, of the agreement. Exhibit, D, Epidemiologist Statement of Work, is deleted and replaced in its

entirety with Exhibit, D, Epidemiologist Statement of Work, attached to this Amendment for the following reason: To issue the fiscal year 2023 Epidemiologist Statement of Work.

- E. The Parties now agree to modify the current term Exhibit E, Statement of Work, of the agreement. Exhibit E, Statement of Work, is deleted and replaced in its entirety with Exhibit E, FY22 Statement of Work, attached to this Amendment for the following reason: To modify the current Statement of Work to delete Primary Activities and Deliverables as reflected on attached Exhibit E, FY22 LPHA Statement of Work. These deletions are necessary due to the impact of COVID-19. The SOW changes are effective through June 30, 2022.
- F. The Parties now agree to modify Exhibit, E, LPHA Statement of Work, of the agreement. Exhibit, E, LPHA Statement of Work, is deleted and replaced in its entirety with Exhibit, E, LPHA Statement of Work, attached to this Amendment for the following reason: provide a LPHA Statement of Work for the term of July 1, 2022 through June 30, 2023 to continue the work for an additional term.
- G. The Parties now agree to modify Exhibit F, Federal Provisions. Exhibit F, Federal Provisions, is deleted and replaced in its entirety with Exhibit F, Federal Provisions, attached to this Amendment, for the following reason: To reflect changes to the federal award identification information.

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

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

**FY 23 ANNUAL BUDGET - EXHIBIT C**  
**COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE)**  
**DISEASE CONTROL AND PUBLIC HEALTH RESPONSE (DCPHR)**

<b>Agency Name</b>	Gunnison County
<b>Budget Period</b>	7/1/22-6/30/23
<b>Project Name</b>	Public Health Emergency Preparedness Program (PHEP)

<b>Program Contact Name, Title</b>	Lisa Clay
<b>Phone</b>	970-641-7690
<b>Email</b>	<a href="mailto:elcay@gunnisoncounty.org">elcay@gunnisoncounty.org</a>
<b>Fiscal Contract Name, Title</b>	Jody Wise
<b>Phone</b>	970-641-7679
<b>Email</b>	<a href="mailto:jwise@gunnisoncounty.org">jwise@gunnisoncounty.org</a>
<b>Date Completed</b>	4/22/2022

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.					
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Epidemiologist		\$ 78,887.00	\$16,827.20	80%	\$ 76,571.36
					\$ -
<b>Personnel Services / Hourly Employees</b>					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
EPR Coordinator	12 hours/week for 52 weeks	\$ 27.10	\$ 4.00	624.00	\$ 19,406.40
					\$ -
<b>Total Personnel Services (including fringe benefits)</b>					<b>\$ 95,978.00</b>
<b>Contractors / Consultants (payments to third parties or entities)</b>					
Contractor Name	Description of Work	Rate	Quantity	Total Amount Requested from CDPHE	
				\$ -	
<b>Total Contractors/Consultants</b>					<b>\$ -</b>
<b>Sub Award</b>					
Contractor Name	Description of Work	Rate	Quantity	Total Amount Requested from CDPHE	
				\$ -	
<b>Total Subaward</b>					<b>\$ -</b>
<b>Travel</b>					
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE	
Travel Mileage-EPI	Mileage for regional visits and attending statewide meeting.	\$ 0.59	2745	\$ 1,605.83	
Lodging-EPI	Lodging for regional visits and attending statewide meeting.	\$ 135.00	10	\$ 1,350.00	
Meals-EPI	Meals for regional visits and attending statewide meeting.	\$ 69.00	10	\$ 690.00	
Travel Mileage-EPR	Mileage for one trip to Denver for statewide conference (402 miles) and four	\$ 0.59	914	\$ 534.69	
Lodging-EPR	2 Nights for Denver trip @ 135 per night	\$ 135.00	2	\$ 270.00	
Meals-EPR	\$69/day for 2 day trip to Denver (per diem rate)	\$ 69.00	2	\$ 138.00	
Meals-EPR	\$15/day for lunches in Montrose	\$ 15.00	4	\$ 60.00	
				\$ -	
<b>Total Travel</b>					<b>\$ 4,649.00</b>
<b>Supplies &amp; Operating Expenses</b>					
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE	
Office/Operating supplies - EPI	\$125/month of office supplies = \$1,500	\$ 125.00	12	\$ 1,500.00	
Office/Operating supplies - EPR	Office & meeting supplies	\$ 81.31	1	\$ 81.31	
				\$ -	
<b>Total Supplies &amp; Operating Expenses</b>					<b>\$ 1,581.00</b>
<b>TOTAL DIRECT COSTS (TDC)</b>					<b>\$ 102,208.00</b>
<b>Less: Expenses per OMB 2CFR § 200</b>					
Contractor in excess of \$25,000					\$ -

SubAward in excess of \$25,000			\$ -
Rent			\$ -
Equipment			\$ -
Other Unallowable Expenses			\$ -
<b>Total Expenses per OMB 2CFR § 200</b>			<b>\$ -</b>
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>			<b>\$ 102,208.00</b>
<b>Indirect Costs</b>			<b>Annual Budget</b>
<b>Indirect Cost</b>	<b>Description of Item</b>	<b>Percentage</b>	<b>Total Amount Requested from CDPHE</b>
Federally approved Indirect	<i>Federally approved indirect rate provided - attach approved rate certificate</i>		\$ -
CDPHE or other accepted agency rate			\$ -
10% de minimis allowable rate for Federal Awards	If a negotiated rate isn't established	10%	\$ 10,220.80
<b>Total Indirect</b>			<b>\$ 10,221.00</b>
<b>TOTAL</b>			<b>\$ 112,429.00</b>

All budget modifications must be pre-authorized by DCPHR program managers. Please contact the respective program manager PRIOR to incurring expenses in any budget category related to a modification.

**Statement of Work FY23  
To Original Contract Number 2020\*0248**

Colorado PHEP Regional Epidemiologist SOW

**These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.**

**I. Project Description:**

This project serves to provide funding to maintain staff that ensure epidemiology capacity and support for all counties in Colorado. Maintaining epidemiology staff will provide support for medical and public health care preparedness, response, and recovery capabilities at the state and local levels by ensuring all local public health agencies have access to epidemiology expertise, capacity for disease and outbreak investigation and public health surveillance.

Public health systems are essential in preparing communities to respond to and recover from emergencies and threats. The Centers for Disease Control and Prevention (CDC) established the Public Health Emergency Preparedness (PHEP) program to build public health emergency response capabilities both nationally and locally. The staff funded by this project will focus their work on maintaining epidemiology capacity for non-COVID-19 communicable disease investigation and response and support for epidemiology response to other threats and incidents with public health implications. The epidemiologists funded by this project will monitor disease surveillance, conduct disease and outbreak investigation, support collection and submission of clinical and other specimens for testing for disease control purposes, participate in public health preparedness planning for their region, and respond to other threats and incidents with public health implications to implement disease control measures.

**II. Definitions:**

1. CDC- Centers for Disease Control and Prevention
2. CDPHE-Colorado Department of Public Health and Environment
3. CO-SHARE-Colorado State Health and Readiness Exchange
4. CEDRS-Colorado Electronic Disease Reporting System
5. CDB - Communicable Disease Branch
6. COVID-19-A highly contagious respiratory disease caused by the SARS-CoV-2 virus
7. HCC-Healthcare Coalition
8. IPP-Integrated Preparedness Plan
9. LPHA-Local Public Health Agency
10. NORS- National Outbreak Reporting System
11. OEPR-Office of Emergency Preparedness & Response
12. PHEP-Public Health Emergency Preparedness

**III. Work Plan:**

<b>Goal #1:</b> To protect the health of Coloradoans by maintaining capacity for preparedness, response, and recovery during public health emergencies.	
<b>Objective #1:</b> No later than the expiration date of the Contract, maintain public health surveillance and epidemiologic investigation activities in local public health area supported.	
<b>Primary Activity #1</b>	The Contractor shall provide epidemiological capacity for all local public health agencies in the assigned region.

## EXHIBIT D

<b>Sub Activities #1</b>	<p>1. Regions assigned to the Contractor will be identified at the first meeting with CDPHE.</p> <p>a. Area assigned can be accessed by the following link:  <a href="https://www.google.com/maps/d/edit?mid=1yukFn8n8sFd-DBwOFRIswNn2fnE&amp;usp=sharing">https://www.google.com/maps/d/edit?mid=1yukFn8n8sFd-DBwOFRIswNn2fnE&amp;usp=sharing</a></p>
<b>Primary Activity #2</b>	The Contractor shall participate in epidemiology-related meetings.
<b>Sub-Activities #2</b>	<p>1. The Contractor shall participate in coordinated regional epidemiologist conference calls.</p> <p>a. CDPHE will provide an invitation to conference calls from 9:30 am-10:30 am on:</p> <p>i. The first and third Wednesday of each Month</p>
<b>Primary Activity #3</b>	The Contractor shall provide professional development opportunities for epidemiology staff that support the assigned region.
<b>Sub-Activities #3</b>	1. The Contractor shall participate in a minimum of one (1) epidemiology focused conference or one (1) epidemiology focused training for professional development.
	2. The Contractor shall record the date and learning objectives of the conference or training attended in the Grant Reporting Spreadsheet.
<b>Primary Activity #4</b>	The Contractor shall assess specific public health surveillance data to assist with the prompt identification of potentially hazardous health situations to enable rapid decision making for the protection of community health.
<b>Sub-Activities #4</b>	<p>1. The Contractor shall assess disease <b>reporting metrics reports</b> supplied by CDPHE for the clinical laboratories and hospitals within the Contractor's assigned region.</p> <p>a. The Contractor shall assess disease reporting metrics reports supplied by CDPHE for the Contractor's assigned region.</p> <p>b. The Contractor shall resolve any issues identified in the disease reporting metrics reports for LPHAs within their assigned region.</p> <p>i. The Contractor shall record each disease reporting metrics report issue resolution in the Grant Reporting Spreadsheet.</p>
	<p>2. The Contractor shall assess disease <b>investigation metrics reports</b> supplied by CDPHE for LPHAs within the Contractor's assigned region.</p> <p>a. The Contractor shall assess disease investigation metrics reports supplied by CDPHE for the Contractor's assigned region.</p> <p>b. The Contractor shall resolve any issues identified in the disease investigation metrics reports for LPHAs within their assigned region. The Contractor shall record each disease investigation metrics report issue resolution in the Grant Reporting Spreadsheet.</p>

**EXHIBIT D**

<b>Primary Activity #5</b>	The Contractor shall complete a surveillance data analysis project on a CDPHE approved topic relevant to the Contractor's region.
<b>Sub-Activities #5</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall identify the focus of the project per their discretion. <ol style="list-style-type: none"> <li>a. The Contractor shall record the project description of the project including major findings in the Grant Reporting Spreadsheet</li> <li>b. The Contractor shall record major findings in the Grant Reporting Spreadsheet</li> </ol> </li> </ol>
<b>Primary Activity #6</b>	The Contractor shall share public health surveillance data, reports, and concepts, with community organizations, at a minimum of every six (6) months.
<b>Sub-Activities #6</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall present a surveillance or epidemiologic topic during a minimum of one (1) Health Care Coalition meeting within the Contractor's region. Examples of topics include: <ol style="list-style-type: none"> <li>a. Sharing public health surveillance data</li> <li>b. Discussing the agency or region's epidemiological response plan</li> <li>c. Reviewing an outbreak investigation</li> <li>d. Reviewing the role of epidemiology in emergency preparedness and response</li> <li>e. Sharing epidemiological tools that can be used in emergency preparedness and response</li> <li>f. Training for Health Care Coalitions (HCCs) to address identified gaps in communicable disease response <ol style="list-style-type: none"> <li>i. The date and topic of the presentation shall be recorded in the Grant Reporting Spreadsheet</li> </ol> </li> </ol> </li> <li>2. The Contractor shall present a minimum of one (1) surveillance or epidemiologic topic to a public health or community organization within the Contractor's assigned region. <ol style="list-style-type: none"> <li>a. The date and topic of the presentation in the Grant Reporting Spreadsheet.</li> </ol> </li> <li>3. The Contractor shall share surveillance reports with public health associates and stakeholders within the Contractor's region, at a minimum of every six (6) months and record the frequency and content of reports shared in the Grant Reporting Spreadsheet.</li> </ol>
<b>Primary Activity #7</b>	The contractor shall perform complete disease case and outbreak investigations to implement appropriate disease control and mitigation activities.
<b>Sub-Activities #7</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall work with each Local Public Health Agency (LPHA) in the region to create or update a plan that will be used to maintain access to the following trained personnel at each agency: <ol style="list-style-type: none"> <li>a. Staff that monitor routine jurisdictional public health surveillance</li> <li>b. Staff that monitor routine epidemiological investigation systems</li> <li>c. Staff that are trained to conduct routine disease investigations</li> <li>d. Staff that support surge requirements in response to events and emergencies that threaten public health <ol style="list-style-type: none"> <li>i. The Contractor shall record the date of completion of planning for each LPHA in the region in the Grant Reporting Spreadsheet</li> </ol> </li> </ol> </li> </ol>

**EXHIBIT D**

	<p>2. The Contractor shall monitor the Colorado Electronic Disease Reporting System (CEDRS) for disease conditions reported in the region assigned.</p> <p>a. CEDRS section to monitor is the “follow-up outcome” referencing the number of “contact attempts.”</p>
	<p>3. The Contractor shall resolve any issues identified with LPHA disease investigation follow-up outcomes in the assigned region.</p> <p>a. A description of each issue and resolution shall be reported in the Grant Reporting Spreadsheet.</p>
<b>Primary Activity #8</b>	<p>The Contractor shall participate with other regional associates in the development of communicable disease elements in the Regional Integrated Preparedness Plan (IPP) and record in the Grant Reporting Spreadsheet:</p> <p>a. Meeting date(s)</p> <p>b. Description of communicable disease elements incorporated in the IPP</p>
<b>Primary Activity #9</b>	<p>The Contractor shall support disease prevention and response among people at higher risk of non-COVID-19 communicable disease infections through activities such as:</p> <p>a. Planning test sites</p> <p>b. Planning vaccine clinics</p> <p>c. Providing educational materials to community organizations</p> <p>d. Providing presentations to community organizations</p> <p>e. Facilitating or participating in tabletop or other exercises</p>
<b>Sub-Activities #9</b>	<p>1. The Contractor shall record a description of the disease prevention and response activities in the Grant Reporting Spreadsheet that includes:</p> <p>a. Activity date(s)</p> <p>b. Description of activities</p>
<b>Primary Activity #10</b>	<p>The Contractor shall maintain after-hours contact information for local public health agencies in the region.</p>
<b>Sub-Activity #10</b>	<p>1. The Contractor shall provide updates to after-hours contact information sheet for local public health agencies in their region via email to CDPHE as information changes.</p> <p>2. The Contractor shall record the dates after-hours contact information is confirmed quarterly for each LPHA in the region.</p> <p>3. The Contractor shall participate in quarterly communicable disease response after-hours contact drills.</p>
<b>Primary Activity #11</b>	<p>The Contractor shall respond to incidents with public health implications in order to implement appropriate disease control and mitigation activities.</p>

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<b>Primary Activity #12</b>	<p>The Contractor shall resolve completion issues in the region related to timely and complete submission of National Outbreak Reporting System (NORS) forms for the following outbreaks:</p> <ol style="list-style-type: none"> <li>a. Waterborne and foodborne disease outbreaks</li> <li>b. Enteric disease outbreaks transmitted by contact with environmental sources</li> <li>c. Infected people or animals</li> <li>d. Unknown modes of transmission.</li> </ol>
<b>Sub-Activities #12</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall record the issues resolution for each NORS form in the region in the Grant Reporting Spreadsheet including             <ol style="list-style-type: none"> <li>a. Resolution date(s)</li> <li>b. Issue description</li> <li>c. Resolution description</li> </ol> </li> </ol>
<b>Primary Activity #13</b>	<p>The Contractor shall resolve completion issues in the region related to timely and complete submission of Outbreak Summary Reports containing the following minimum elements:</p> <ol style="list-style-type: none"> <li>a. Background</li> <li>b. Investigation start date</li> <li>c. Methods</li> <li>d. Results</li> <li>e. Discussion/conclusions</li> <li>f. Recommendations</li> </ol>
<b>Sub-Activities #13</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall record the issues resolution for outbreak report in the region in the Grant Reporting Spreadsheet including             <ol style="list-style-type: none"> <li>a. Resolution date(s)</li> <li>b. Issue description</li> <li>c. Resolution description</li> </ol> </li> </ol>
<b>Primary Activity #14</b>	<p>The Contractor shall participate in After Action Report Activities for responses to real world events with public health impacts such as non-pandemic disease outbreak response or natural disasters</p>
<b>Sub-Activities #14</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall record in the Grant Reporting Spreadsheet the following:             <ol style="list-style-type: none"> <li>a. Spreadsheet entries must include:                 <ol style="list-style-type: none"> <li>i. Date(s) of participation or report preparation</li> <li>ii. Description of role</li> </ol> </li> </ol> </li> </ol>
<b>Primary Activity #15</b>	<p>The Contractor shall participate in response to a real situation of need or urgency outside of the region and record in the Grant Reporting Spreadsheet to include:</p> <ol style="list-style-type: none"> <li>a. Date(s) of response</li> <li>b. Event description</li> <li>c. Description of role</li> </ol>

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<b>Primary Activity #16</b>	The Contractor shall administer a laboratory testing practices survey developed by CDPHE for the clinical laboratories within the region.
<b>Sub-Activities #16</b>	1. The Contractor shall review the draft laboratory testing practices survey prior to administering the survey.
	2. The Contractor shall test the draft laboratory testing practices survey prior to administering the survey.
	3. The Contractor shall provide updated-laboratory contact information to CDPHE prior to administering the laboratory testing practices survey.
	4. The Contractor shall contact labs in the region to complete the laboratory testing practices survey.
	5. The Contractor shall record completion of the laboratory testing practices survey for the region in the Grant Reporting Spreadsheet
<b>Primary Activity #17</b>	<p>The Contractor shall support the surveillance and epidemiologic components of preparedness and response plans within their assigned region such as:</p> <ul style="list-style-type: none"> <li>a. Planning development</li> <li>b. Planning updates</li> <li>c. Annual review of plans</li> </ul>
<b>Sub-Activities #17</b>	<p>1. The Contractor shall record support provided for preparedness and response plans in the Grant Reporting Spreadsheet including</p> <ul style="list-style-type: none"> <li>a. Description of plans for each LPHA in the region developed, updated, or reviewed</li> <li>b. Description of role in development, update, or review of each plan</li> </ul>
<b>Standards and Requirements</b>	<ul style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. The Contractor shall utilize the Grant Reporting Spreadsheet to track progress and completion of activities and compliance with requirements within their region. The spreadsheet is located in the Colorado State Health and Readiness Exchange (CO-SHARE) and is incorporated and made part of this contract by reference and is available on the following website <a href="https://sites.google.com/state.co.us/co-share/home">https://sites.google.com/state.co.us/co-share/home</a></li> <li>3. CDPHE OEPR will assist the Contractor in accessing CO-SHARE if needed. Requests for assistance shall be submitted to the OEPR Systems Integration Team via email to <a href="mailto:cdphe_epr_sit@state.co.us">cdphe_epr_sit@state.co.us</a></li> <li>4. Epidemiology staff funded by this project shall meet minimum qualifications and training standards defined by the CDPHE Communicable Disease Branch.</li> </ul>

**EXHIBIT D**

	<p>5. The Contractor shall comply with primary disease case investigation responsibilities for local or state public health agencies and the public health response timelines outlined in the <i>CDPHE Communicable Disease Manual</i> (<a href="https://cdphe.colorado.gov/communicable-disease-manual">https://cdphe.colorado.gov/communicable-disease-manual</a>) in the “CDPHE Guidance on Diseases Needing Case Investigation” (<a href="https://docs.google.com/document/d/1AHrFRPtAowOlhHud5oRWzmf3MC5vEohN9W071QxMOPM/edit">https://docs.google.com/document/d/1AHrFRPtAowOlhHud5oRWzmf3MC5vEohN9W071QxMOPM/edit</a>) . This document and website are incorporated and made part of the contract by reference and are available on the following website: <a href="https://cdphe.colorado.gov/communicable-disease-manual">https://cdphe.colorado.gov/communicable-disease-manual</a></p> <p>6. The Contractor shall comply with reporting requirements when completing the Center for Disease Control and Prevention (<i>CDC National Outbreak Reporting System (NORS)</i>) forms and Outbreak Reports. This information is incorporated and made part of this contract by reference and is located on the CDPHE website <a href="https://cdphe.colorado.gov/infectious-disease-guidelines/outbreak-investigation-guidelines">https://cdphe.colorado.gov/infectious-disease-guidelines/outbreak-investigation-guidelines</a></p> <p>7. The Contractor shall attend a minimum of 80% of the bi-monthly epidemiologist conference calls.</p> <ol style="list-style-type: none"> <li>a. CDPHE will record and monitor attendance</li> </ol> <p>8. CDPHE will provide guidance and templates that can be used when developing, updating, and maintaining the surveillance and epidemiological components of the Health Care Coalition and other preparedness and response plans.</p> <p>9. CDPHE will notify the Contractor of issues related to submission of the Outbreak Summary Reports submitted more than six (6) months following the first illness onset.</p> <ol style="list-style-type: none"> <li>a. The Contractor shall resolve issues within 2 weeks of notification.</li> </ol> <p>10. CDPHE will notify the Contractor of issues related to submission of the NORS forms submitted more than two (2) months following the first illness onset.</p> <ol style="list-style-type: none"> <li>a. The Contractor shall resolve issues within 2 weeks of notification</li> </ol> <p>11. The Contractor shall serve as an epidemiological resource within the region supported outside their assigned region in real situations of need or urgency for non-COVID disease case, outbreak, and incident investigations such as:</p> <ol style="list-style-type: none"> <li>a. Enteric diseases</li> <li>b. Respiratory diseases</li> <li>c. health care associated infections and exposures</li> <li>d. zoonotic diseases and exposures</li> <li>e. vector-borne disease and exposures</li> <li>f. blood borne diseases and exposures</li> <li>g. vaccine-preventable diseases and exposures</li> <li>h. other incidents with public health implications</li> </ol> <p>12. CDPHE will supply disease reporting and investigation metrics reports in August 2022 and February 2023.</p> <p>13. The Contractor shall comply with CDPHE requirements in the use of CEDRS for data reporting.</p> <p>14. The Contractor shall complete the “follow-up outcome” variable in CEDRS for all reportable conditions where completion rates are less than 90% and local public health agencies have primary investigation duties.</p> <p>15. The Contractor shall take corrective action to resolve completion rates less than 90% for</p>
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**EXHIBIT D**

	<p>required investigation fields for all reportable conditions that the Contractor has primary investigation duties.</p> <p>16. The Contractor shall coordinate Communicable disease training and exercises identified in the Regional Integrated Preparedness Plan.</p> <p>17. CDPHE will contact the Contractor and regional epidemiologist to request assistance with outbreak investigations or other emergency situations that occur outside of the region.</p> <p style="padding-left: 40px;">a. Some situations may require the regional epidemiologist to travel to provide assistance.</p> <p>18. CDPHE will provide the survey to be used for the Clinical Laboratory Survey by March 15, 2023.</p> <p>19. The Contractor shall collaborate with other regional epidemiologists serving in their Health Care Coalition, if applicable.</p>
<b>Expected Results of Activity(s)</b>	<p>Compliance with CDC performance measures for PHEP Capability 13: Public Health Surveillance and Epidemiological Investigation which consists of:</p> <p>Function 1: Conduct public health surveillance and detection  Function 2: Conduct public health and epidemiological investigations  Function 3: Recommend, monitor, and analyze mitigation actions  Function 4: Improve public health surveillance and epidemiological investigation systems</p>
<b>Measurement of Expected Results</b>	<ol style="list-style-type: none"> <li>1. NORS forms are complete</li> <li>2. Outbreak Summary Reports are complete</li> <li>3. Disease reporting by hospitals and lab is within required timeframe for all pathogens</li> <li>4. Disease investigations in the region supported are timely and complete</li> <li>5. Grant Reporting spreadsheet is complete for all deliverables</li> </ol>
	<b>Completion Date</b>
<b>Deliverables</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall submit a brief summary of how issues related to timely submission of NORS forms were resolved for outbreaks reported between April 1, 2022 and June 30, 2022 via the Grant Reporting spreadsheet</li> <li>2. The Contractor shall submit a brief summary of how issues related to timely submission of Outbreak Summary reports were resolved for outbreaks between reported between April 1, 2022 and June 30, 2022 via the Grant Reporting spreadsheet</li> <li>3. The Contractor shall submit documentation of completion of communicable disease personnel plans for each LPHA in the region via the Grant Reporting spreadsheet.</li> <li>4. The Contractor shall submit documentation of any issues identified in the <i>disease reporting metrics reports</i> including how they were resolved for diseases reported between January 1, 2022 and June 2022 via the Grant Reporting spreadsheet.</li> <li>5. The Contractor shall submit documentation of any issues identified in the <i>disease investigation metrics reports</i> including how they were resolved for disease reported between January 1, 2022 and June 30, 2022 via the Grant Reporting Spreadsheet</li> </ol>
	<p>No later than August 31, 2022</p> <p>No later than August 31, 2022</p> <p>No later than September 30, 2022</p> <p>No later than 1 month after receiving the report</p> <p>No later than 1 month after receiving the report</p>

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	6. The Contractor shall submit the frequency of monitoring and any corrective action taken to resolve completion rates falling below 90% for the “follow up outcome variable” for diseases reported between January 1, 2022 and June 30, 2022 via the Grant Reporting spreadsheet.	No later than September 30, 2022
	7. The Contractor shall submit a brief summary of how issues related to timely submission of NORS forms were resolved for outbreaks reported between July 1, 2022 and September 30, 2022 via the Grant Reporting spreadsheet.	No later than November 30, 2022
	8. The Contractor shall submit a brief summary of how issues related to timely submission of Outbreak Summary reports were resolved for outbreaks between reported between July 1, 2022 and September 30, 2022 via the Grant Reporting spreadsheet	No later than November 30, 2022
	9. The Contractor shall submit the method, and date <i>surveillance data reports</i> were shared with public health associates and stakeholders within the region supported between July 1, 2022 and December 31, 2022 via the Grant Reporting spreadsheet.	No later than 1 month after receiving the report
	10. The Contractor shall submit a brief summary of how issues related to timely submission of NORS forms were resolved for outbreaks reported between October 1, 2022 and December 31, 2022 via the Grant Reporting spreadsheet	No later than February 28, 2023
	11. The Contractor shall submit a brief summary of how issues related to timely submission of Outbreak Summary reports were resolved for outbreaks between reported between October 1, 2022 and December 31, 2022 via the Grant Reporting spreadsheet	No later than February 28, 2023
	12. The Contractor shall submit a brief summary of how the Contractor contributed to the communicable disease elements in the Regional Integrated Preparedness Plan (IPP) via the Grant Reporting spreadsheet.	No later than the contract end date
	13. The Contractor shall submit documentation of any issues identified in the <i>disease reporting metric reports</i> and how those issues were resolved for diseases reported between July 1, 2022 and December 31, 2022 via the Grant Reporting spreadsheet.	No later than 1 month after receiving the report
	14. The Contractor shall submit documentation of any issues identified in the <i>disease investigation metric reports</i> and how those issues were resolved for diseases reported between July 1, 2022 and December 31, 2022 via the Grant Reporting spreadsheet.	No later than 1 month after receiving the report
	15. The Contractor shall submit the frequency of monitoring and any corrective action taken to address completion rates falling below 90% for the “follow-up outcome” variable for diseases reported between July 1, 2022 and December 31, 2022 via the Grant Reporting spreadsheet.	No later than March 31, 2023
	16. The Contractor shall submit completed laboratory testing practices surveys for the region via Redcap to the contract monitor.	No later than April 30, 2023
	17. The Contractor shall submit documentation of their contact with labs in the region to administer the laboratory testing practices survey	No later than April 30, 2023
	18. The Contractor shall submit a brief summary of how issues related to timely submission of NORS forms were resolved for outbreaks reported between January 1, 2023 and March 31, 2023 via the Grant Reporting spreadsheet	No later than May 31, 2023

**EXHIBIT D**

	19. The Contractor shall submit a brief summary of how issues related to timely submission of Outbreak Summary reports were resolved for outbreaks between reported between January 1, 2023 and March 31, 2023 via the Grant Reporting spreadsheet	No later than May 31, 2023
	20. The Contractor shall submit a summary of the completed surveillance data analysis project via the Grant Reporting spreadsheet.	No later than the contract end date
	21. The Contractor shall submit the name of the HCC to which a surveillance or epidemiologic topic was presented, including the date of presentation and brief topic synopsis via the Grant Reporting spreadsheet.	No later than the contract end date
	22. The Contractor shall submit the name of the public health or community organization to which a surveillance or epidemiologic topic was presented, including the date of presentation and brief topic synopsis via the Grant Reporting spreadsheet.	No later than the contract end date
	23. The Contractor shall submit a brief summary of participation in After Action Report activities via the Grant Reporting spreadsheet.	No later than the contract end date
	24. The Contractor shall submit a brief summary of their role in communicable disease prevention or response efforts among people of higher risk of non-COVID-19 communicable disease infection via the Grant Reporting spreadsheet.	No later than the contract end date
	25. The Contractor shall submit a description of the situation of need or urgency outside of the supported region for which the epidemiologic assistance was provided via the Grant Reporting spreadsheet.	No later than the contract end date
	26. The Contractor shall submit confirmation of after-hours contact information updates for agencies in their region as staff change via the Grant Reporting spreadsheet.	No later than the contract end date
	27. The Contractor shall submit a brief description of activities completed or in progress related to the maintenance of the surveillance and epidemiological components of the HCC preparedness and response plans within the region via the Grant Reporting spreadsheet.	No later than the contract end date
	28. The Contractor shall submit the method, and date the surveillance data reports were shared with public health associates and stakeholders within the region between January 1, 2023 and June 15, 2023 via the Grant Reporting spreadsheet.	No later than the contract end date
	29. The Contractor shall submit documentation of completed epidemiology conference or training via the Grant Reporting spreadsheet.	No later than the contract end date

**IV. Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the *OEPR Grants Manager*. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

**V. Resolution of Non-Compliance:**

The Contractor will be notified in writing within **(15)** calendar days of discovery of a compliance issue. Within **(30)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the *OEPR Grants Manager* and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

## STATEMENT OF WORK FY22

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

**I. Project Description:**

This project serves to improve medical and public health care preparedness, response, and recovery capabilities at the federal, state, and local levels. The Public Health Emergency Preparedness (PHEP) cooperative agreement provides technical assistance and resources to support state, local, tribal, and territorial public health departments, along with Healthcare Coalitions (HCCs) and health care organizations, throughout Colorado to show measurable and sustainable progress toward achieving the preparedness and response capabilities that promote prepared and resilient communities through planning, training, and exercises.

Public health systems are essential in preparing communities to respond to and recover from emergencies and threats. The Centers for Disease Control and Prevention (CDC) established the PHEP program to build public health emergency response capabilities both nationally and locally.

**II. Definitions:**

1. **AAR**-After Action Report
2. **AFN**-Access and Functional Needs
3. **CDC**- Centers for Disease Control and Prevention
4. **CDPHE**-Colorado Department of Public Health and Environment
5. **COOP**-Continuity of Operations Plan
6. **Cooperative Agreement**-A legal instrument that includes sponsor involvement and facilitate the transfer of something of value from federal agencies to states, local governments, and private recipients for a public purpose or benefit.
7. **CO-PHRCA**-Colorado Public Health System Response Capacity Assessment
8. **CO-SHARE**-Colorado State Health and Readiness Exchange
9. **COVID19**- A highly contagious respiratory disease caused by the SARS-CoV-2 virus
10. **CPG**-Capability Planning Guide
11. **CVM**-Colorado Volunteer Mobilizer
12. **DOC**-Department Operations Center
13. **EMS**-Emergency Medical Services
14. **EPR**-Emergency Preparedness & Response
15. **HAN**-Health Alert Network
16. **HCC**-Healthcare Coalition
17. **IP**-Improvement Plan
18. **IPPW**-Regional Integrated Preparedness Planning Workshop
19. **LPHA**-Local Public Health Agency
20. **LTP**- Site-Local Transfer Point
21. **Mission Drills**-Emergency response drills for medical and public health professionals
22. **OEPR**-Office of Emergency Preparedness and Response
23. **PHEP**-Public Health Emergency Preparedness
24. **POD**-Point of Dispensing
25. **RSS Site**- Regional Stage and Storage Site
26. **RTP**-Regional Transfer Point

**EXHIBIT E****III. Work Plan:**

<b>Goal #1:</b> To protect the health of Coloradoans by increasing capacity for preparedness, response, and recovery during public health emergencies.	
<b>Objective #1:</b> No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through planning.	
<b>Primary Activity #1</b>	The Contractor shall collaborate with the regional epidemiologist to create or update a plan to maintain access to trained personnel.
<b>Sub-Activity #1</b>	The Contractors shall maintain access to the following trained personnel: <ul style="list-style-type: none"> <li>a. Staff that monitor routine jurisdictional surveillance</li> <li>b. Staff that monitor epidemiological investigation systems, and</li> <li>c. Staff that support surge requirements in response to threats</li> </ul>
<b>Primary Activity #2</b>	The Contractor shall complete the 2021-22 CPG Survey with input from all relevant partners in the jurisdiction.
<b>Primary Activity #3</b>	The Contractor shall participate in the Regional Integrated Preparedness Planning Workshop (IPPW).
<del><b>Primary Activity #4</b></del>	<del>The Contractor shall update their agency COOP plans with a special emphasis on pandemic components.</del>
<b>Primary Activity #5</b>	The Contractor shall complete a modified "Stories from the Field" Google form to document a minimum of two (2) examples of AFN community engagement during the COVID-19 response.
<b>Primary Activity #6</b>	The Contractor shall complete a survey regarding the impact of the COVID-19 Pandemic Impact Survey within their jurisdiction.
<del><b>Primary Activity #7</b></del>	<del>The Contractor shall initiate recovery planning efforts with communities impacted by COVID-19 within their jurisdiction.</del>
<b>Primary Activity #8</b>	The Contractor shall participate in public health preparedness, response, or recovery related conferences at the discretion of the Contractor.
<b>Objective #2:</b> No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through training.	
<b>Primary Activity #1</b>	The Contractor shall participate in COOP trainings offered by CDPHE.
<b>Primary Activity #2</b>	The Contractor shall identify staff who have been trained as: <ul style="list-style-type: none"> <li>a. Primary CVM administrator</li> <li>b. Alternate CVM administrator</li> </ul>
<b>Objective #3:</b> No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through exercises.	

## EXHIBIT E

<b>Primary Activity #1</b>	The Contractor shall complete a COVID-19 AAR/IP Survey/assessment process document.
<b>Primary Activity #2</b>	The Contractor shall participate in quarterly redundant 800 MHz radio communication drills conducted by CDPHE.
<b>Primary Activity #3</b>	The Contractor shall conduct a minimum of two (2) redundant communications drills with local operational sites.
<b>Primary Activity #4</b>	The Contractor shall conduct a minimum of two (2) HAN Communication Drills.
<b>Primary Activity #5</b>	The Contractor shall create mission drills or real events using the CVM.
<b>Sub-Activity #1</b>	The Contractor shall test a minimum of two (2) mission drills to include all volunteers for whom the Contractor is the CVM Administrator.
<b>Objective #4:</b> No later than the expiration date of the Contract, improve public health preparedness, and improve response and recovery activities by updating databases.	
<b>Primary Activity #1</b>	The Contractor shall update agency contact info twice yearly in CO-SHARE.
<b>Standards and Requirements</b>	<ol style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. The Contractor shall comply with the '<i>Public Health Emergency Preparedness and Response Capability-National Standards for State, Local, Tribal and Territorial Public Health, October 2018.</i>' This document is incorporated and made part of this contract by reference and is available on the following website <a href="https://www.cdc.gov/cpr/readiness/capabilities.htm">https://www.cdc.gov/cpr/readiness/capabilities.htm</a></li> <li>3. The Contractor shall complete the 2021-22 CO-PHRCA according to guidance provided by CDPHE.</li> <li>4. CDPHE will provide access to the CO-PHRCA (Colorado Public Health System Response Capacity Assessment) within Quarter 1 of FY22.</li> <li>5. CDPHE will provide guidance and other tools for completing the 2021-22 CO-PHRCA on the following website: <a href="https://drive.google.com/drive/folders/1DrN1uax6hf3LdQg3pMUNtxqSDuwcTNYi?usp=sharing">https://drive.google.com/drive/folders/1DrN1uax6hf3LdQg3pMUNtxqSDuwcTNYi?usp=sharing</a></li> <li>6. The IPPW will be attended by at a minimum, hospitals, EMS, emergency management organizations, and public health agencies.</li> </ol>

**EXHIBIT E**

	<p>7. CDPHE will provide the Google reporting form for “Stories from the Field” located here:  <a href="https://drive.google.com/drive/folders/1DrN1uax6hf3LdQg3pMUNtxqSDuwcTNYi?usp=sharing">https://drive.google.com/drive/folders/1DrN1uax6hf3LdQg3pMUNtxqSDuwcTNYi?usp=sharing</a></p> <p>8. CDPHE will provide access to the COVID-19 impact survey in the “PHEP Resources” folder, located here:  <a href="https://drive.google.com/drive/folders/1DrN1uax6hf3LdQg3pMUNtxqSDuwcTNYi?usp=sharing">https://drive.google.com/drive/folders/1DrN1uax6hf3LdQg3pMUNtxqSDuwcTNYi?usp=sharing</a></p> <p>9. CDPHE will provide COVID-19 recovery resources and support for initiating recovery efforts with local jurisdictions. Resources are located here:  <a href="https://drive.google.com/drive/folders/1DrN1uax6hf3LdQg3pMUNtxqSDuwcTNYi?usp=sharing">https://drive.google.com/drive/folders/1DrN1uax6hf3LdQg3pMUNtxqSDuwcTNYi?usp=sharing</a></p> <p>10. CDPHE will provide a location to access the Grant Reporting Spreadsheet.</p> <p>11. CDPHE will incorporate local and regional feedback gathered in the AAR/IP surveys/assessments into the Colorado statewide AAR/IP in FY22-23.</p> <p>12. CVM administrators, both primary and alternate shall:       <ol style="list-style-type: none"> <li>a. have completed CVM Administrator training within the past 24 months</li> <li>b. signed the yearly confidentiality agreement</li> <li>c. be recognized by CDPHE as a CVM Administrator</li> </ol> </p> <p>13. CDPHE will provide CVM Administrator training for LPHA’s quarterly.</p> <p>14. A minimum of one (1) EPR Coordinator per agency must respond to the quarterly redundant communication drills conducted by CDPHE.       <ol style="list-style-type: none"> <li>a. Redundant Communication Drills (radios) will focus on the following:           <ol style="list-style-type: none"> <li>i. information sharing between the state and local department operations centers (DOC)</li> <li>ii. communication between the RSS site, RTP and LTP.</li> </ol> </li> </ol> </p> <p>15. The Contractor shall utilize the CDPHE provided “Communications Drill Reporting Spreadsheet” to document drills conducted with local operational sites.</p> <p>16. CDPHE will provide access to the Communication Drill Reporting Spreadsheet via COSHARE.</p> <p>17. CDPHE will provide a link to the CO-PHRCA website.</p> <p>18. Local operational sites include the following:       <ol style="list-style-type: none"> <li>a. Department Operations Center (DOC)</li> <li>b. Open Point of Dispensing (POD)</li> </ol> </p>
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**EXHIBIT E**

	<ul style="list-style-type: none"> <li>c. Closed POD</li> <li>d. Regional Transfer Point (RTP)</li> <li>e. Local Transfer Point (LTP)</li> <li>f. Healthcare Coalition (HCC) member agencies.</li> </ul> <p>19. CDPHE will provide the COVID-19 AAR/IP Survey.</p>	
<b>Expected Results of Activity(s)</b>	Colorado public health agencies will improve their ability to respond to public health emergencies and related events to which a public health response is necessitated.	
<b>Measurement of Expected Results</b>	<ul style="list-style-type: none"> <li>1. CPG Survey</li> <li>2. Communications Drill Reporting Spreadsheet</li> <li>3. CVM reports</li> <li>4. Updated COOP Plans</li> <li>5. AAR/IP Survey</li> <li>6. COVID-19 Impact Survey</li> </ul>	
	<b>Completion Date</b>	
<b>Deliverables</b>	1. The Contractor shall submit a plan for access to epidemiological support via CO-SHARE.	No later than 9/30/2021
	2. The Contractor shall submit the 2021-22 CPG Survey via CO-PHRCA.	No later than 12/31/2021
	3. The Contractor shall submit the names of the individuals assisting with the development of the Regional Integrated Preparedness Plan in the Grant Reporting Spreadsheet.	No later than 12/31/2021
	4. The Contractor shall submit all agency-initiated drill report information in the Communications Drill Reporting Spreadsheet via CO-SHARE.	No later than 12/31/2021
	5. The Contractor shall submit updated agency contact information two (2) times per year via CO-SHARE.	No later than 12/31/2021 for the first submission and 6/15/22 for the second submission
	6. The Contractor shall submit CVM reports for two (2) completed mission drills or real events via CO-SHARE.	No later than 3/31/2022
	7. The Contractor shall submit copies of CVM administrator training certificates for primary and-alternate administrators via CO-SHARE.	No later than 3/31/2022

**EXHIBIT E**

	<del>8. The Contractor shall submit updated agency COOP plan via CO-SHARE.</del>	No later than 6/15/2022
	9. The Contractor shall submit the names of the individuals participating in the CDPHE offered COOP training in the Grant Reporting Spreadsheet.	No later than 6/15/2022
	10. The Contractor shall submit the COVID-19 Pandemic Impact Survey via CO-SHARE.	No later than 6/15/2022
	<del>11. The Contractor shall submit initial recovery planning documents via CO-SHARE.</del>	No later than 6/15/2022
	12. The Contractor shall submit the COVID-19 AAR/IP Survey via CO-SHARE.	No later than 6/15/2022
	13. The Contractor shall submit a "Stories from the Field" form via CO-SHARE.	No later than 6/15/2022

**IV. Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, invoices, site visit results, electronic data, and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

**V. Resolution of Non-Compliance:**

The Contractor will be notified in writing within thirty **(10)** calendar days of discovery of a compliance issue. Within ten **(30)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Grants Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

**STATEMENT OF WORK  
To Original Contract Number 2020\*0248**

LPHA SOW FY23

**These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.**

**I. Project Description:**

This project serves to improve medical and public health care preparedness, response, and recovery capabilities at the federal, state, and local levels. The Public Health Emergency Preparedness (PHEP) cooperative agreement provides technical assistance and resources to support state, local, tribal, and territorial public health departments, along with Healthcare Coalitions (HCCs) and health care organizations, throughout Colorado to show measurable and sustainable progress toward achieving the preparedness and response capabilities that promote prepared and resilient communities through planning, training, and exercises.

Public health systems are essential in preparing communities to respond to and recover from emergencies and threats. The Centers for Disease Control and Prevention (CDC) established the PHEP program to build public health emergency response capabilities both nationally and locally.

**II. Definitions:**

1. **ArcGIS**- a family of client software, server software, and online geographic information system services developed and maintained by Environmental Systems Research Institute
2. **CDC**- Centers for Disease Control and Prevention
3. **CDPHE**-Colorado Department of Public Health and Environment
4. **CICO**- Community Inclusion in Colorado
5. **CMIST**- Communicating, Maintaining Health, Independence, Support, Transportation
6. **Cooperative Agreement**-A legal instrument that includes sponsor involvement and facilitate the transfer of something of value from federal agencies to states, local governments, and private recipients for a public purpose or benefit.
7. **CO-SHARE**-Colorado State Health and Readiness Exchange
8. **COVID19**- A highly contagious respiratory disease caused by the SARS-CoV-2 virus
9. **CVM**-Colorado Volunteer Mobilizer
10. **DOC**-Department Operations Center
11. **EMS**-Emergency Medical Services
12. **EPR**-Emergency Preparedness & Response
13. **HAN**-Health Alert Network
14. **HCC**-Healthcare Coalition
15. **IPPW**-Regional Integrated Preparedness Planning Workshop
16. **LPHA**-Local Public Health Agency
17. **LTP**- Site-Local Transfer Point
18. **Mission Drills**-Emergency response drills for medical and public health professionals
19. **OEPR**-Office of Emergency Preparedness and Response
20. **PHEP**-Public Health Emergency Preparedness
21. **POD**-Point of Dispensing
22. **RSS Site**- Regional Stage and Storage Site
23. **RTP**-Regional Transfer Point
24. **SNS** -Strategic National Stockpile

**III. Work Plan:**

<b>Goal #1:</b> To protect the health of Coloradoans by increasing capacity for preparedness, response, and recovery during public health emergencies.	
<b>Objective #1:</b> No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through planning.	
<b>Primary Activity #1</b>	The Contractor shall collaborate with the regional epidemiologist to create or update a plan to maintain access to trained personnel.
<b>Sub-Activity #1</b>	1.The Contractors shall maintain access to the following trained personnel: <ul style="list-style-type: none"> <li>a. Staff that monitor routine jurisdictional public health surveillance</li> <li>b. Staff that monitor routine epidemiological investigation systems</li> <li>c. Staff that are trained to conduct routine disease investigations</li> <li>d. Staff that support surge requirements in response to events and emergencies that threaten public health</li> </ul>
<b>Primary Activity #2</b>	The Contractor shall identify plans utilized during the COVID-19 response to redefine roles and responsibilities where appropriate based on lessons learned during the COVID-19 response.
<b>Primary Activity #3</b>	The Contractor shall participate in their Regional All-Hazards Integrated Preparedness Planning Workshop (IPPW).
<b>Primary Activity #4</b>	The Contractor shall review the Strategic National Stockpile (SNS) plan to identify areas that need revision based on the COVID-19 response.
<b>Primary Activity #5</b>	The Contractor shall identify location information for at least two Communicating, Maintaining Health, Independence, Support, Transportation (CMIST) community resources from their jurisdiction.
<b>Sub-Activity #1</b>	1. The Contractor shall provide information to CDPHE staff.
<b>Primary Activity #6</b>	The Contractor shall update agency contact info twice yearly in Colorado State Health and Readiness Exchange (CO-SHARE).
<b>Objective #2:</b> No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through training.	
<b>Primary Activity #1</b>	The Contractor shall document drills conducted with local operational sites. <ul style="list-style-type: none"> <li>a. The Communications Drill Reporting Spreadsheet via COSHARE will be utilized for reporting purposes.</li> </ul>
<b>Primary Activity #2</b>	The Contractor shall participate in public health preparedness, response, or recovery related conferences at the discretion of the Contractor.

<b>Primary Activity #3</b>	The Contractor shall identify staff who have been trained as: <ol style="list-style-type: none"> <li>a. Primary Colorado Volunteer Mobilizer (CVM) administrator</li> <li>b. Alternate CVM administrator</li> </ol>
<b>Primary Activity #4</b>	The Contractor shall complete the online course: "Introduction to Public Health and Medical Emergency Preparedness & Response (EPR)." <ol style="list-style-type: none"> <li>a. Training shall be accessed via CO-TRAIN</li> </ol>
<b>Objective #3:</b> No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through exercises.	
<b>Primary Activity #1</b>	The Contractor shall participate in quarterly redundant 800 MHz radio communication drills conducted by CDPHE.
<b>Primary Activity #2</b>	The Contractor shall conduct a minimum of two (2) redundant communications drills with local operational sites.
<b>Primary Activity #3</b>	The Contractor shall conduct a minimum of two (2) Health Alert Network (HAN) Communication Drills.
<b>Primary Activity #4</b>	The Contractor shall create mission drills or real events using the CVM.
<b>Sub-Activity #1</b>	1. The Contractor shall test a minimum of two (2) mission drills to include all volunteers for whom the Contractor is the CVM Administrator.
<b>Standards and Requirements</b>	<ol style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. The Contractor shall comply with the '<i>Public Health Emergency Preparedness and Response Capability-National Standards for State, Local, Tribal and Territorial Public Health, October 2018.</i>' This document is incorporated and made part of this contract by reference and is available on the following website <a href="https://www.cdc.gov/cpr/readiness/capabilities.htm">https://www.cdc.gov/cpr/readiness/capabilities.htm</a></li> <li>3. The IPPW will be attended by at a minimum, hospitals, Emergency Medical Services (EMS), emergency management organizations, and public health agencies.</li> <li>4. CDPHE will provide a location to access the Grant Reporting Spreadsheet.</li> <li>5. The Contractor CVM administrators, both primary and alternate shall:           <ul style="list-style-type: none"> <li>• have completed CVM Administrator training within the past 24 months</li> <li>• signed the yearly confidentiality agreement</li> <li>• be recognized by CDPHE as a CVM Administrator</li> </ul> </li> </ol>

	<p>6. CPDHE will provide CVM Administrator training for LPHA’s quarterly.</p> <p>7. A minimum of one (1) EPR Coordinator per agency must respond to the quarterly redundant communication drills conducted by CDPHE.</p> <ul style="list-style-type: none"> <li>a. Redundant Communication Drills (radios) will focus on the following: <ul style="list-style-type: none"> <li>i. information sharing between the state and local department operations centers (DOC)</li> <li>ii. communication between the Regional Stage Storage Site (RSS) site, Regional Transfer Point (RTP) and Local Transfer Point (LTP) site.</li> </ul> </li> </ul> <p>8. CDPHE will provide access to the Communication Drill Reporting Spreadsheet via COSHARE.</p> <p>9. Local operational sites include the following: <ul style="list-style-type: none"> <li>a. Department Operations Center (DOC)</li> <li>b. Open Point of Dispensing (POD)</li> <li>c. Closed POD</li> <li>d. Regional Transfer Point (RTP)</li> <li>e. Local Transfer Point (LTP)</li> <li>f. Healthcare Coalition (HCC) member agencies.</li> </ul> </p>
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<b>Expected Results of Activity(s)</b>	Colorado public health agencies will improve their ability to respond to public health emergencies and related events to which a public health response is necessitated.	
<b>Measurement of Expected Results</b>	<ol style="list-style-type: none"> <li>1. Communications Drill Reporting Spreadsheet</li> <li>2. CVM reports</li> <li>3. Updated SNS Plans</li> </ol>	
		<b>Completion Date</b>
<b>Deliverables</b>	1. The Contractor shall submit a plan for access to epidemiological support via CO-SHARE.	No later than 9/30/2022
	2. The Contractor shall submit plans identified during COVID-19 response for review into CO-SHARE.	No later than 10/31/2022
	3. The Contractor shall submit all agency-initiated drill report information in the Communications Drill Reporting Spreadsheet via CO-SHARE.	No later than 12/31/2022
	4. The Contractor shall submit updated agency contact information two (2) times per year via CO-SHARE.	No later than 12/31/2022 for the first submission and 6/15/23 for the second submission

		Completion Date
	5. The Contractor shall submit CVM reports for two (2) completed mission drills or real events via CO-SHARE.	No later than 3/31/2023
	6. The Contractor shall submit copies of CVM administrator training certificates and confidentiality agreements for primary and alternate administrators via CO-SHARE.	No later than 3/31/2023
	7. The Contractor shall submit identified CMIST community partners on the Grant Reporting Spreadsheet.	No later than 3/31/2023
	8. The Contractor shall submit the names of the individuals who participated in the Regional All-Hazards IPPW.	No later than 6/15/2023
	9. The Contractor shall submit the updated agency SNS plan via CO-SHARE.	No later than 6/15/2023
	10. The Contractor shall submit the names of the individuals participating in the CDPHE offered "Introduction to Public Health and Medical" training in the Grant Reporting Spreadsheet.	No later than 6/15/2023

#### IV. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, invoices, site visit results, electronic data, and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

#### V. Resolution of Non-Compliance:

The Contractor will be notified in writing within thirty (30) calendar days of discovery of a compliance issue. Within ten (10) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Grants Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

**Exhibit F****Federal Provisions - Public Health Emergency Preparedness Program**

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

**1) Federal Award Identification.**

- a. Subrecipient: Gunnison County Department of Health and Human Services
- b. Subrecipient DUNS number: 133115220
- c. The Federal Award Identification Number (FAIN) is N5 NU90TP922028-04-00 .
- d. The Federal award date is TBD.
- e. The subaward period of performance start date is 7/1/2019 and end date is 6/30/2024.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
7/1/2022 - 6/30/2023	TBD	TBD

- g. Federal award title of project or program: Public Health Emergency Preparedness Program.
- h. The name of the Federal awarding agency is: DEPARTMENT OF HEALTH AND HUMAN SERVICES Centers for Disease Control and Prevention and the contact information for the awarding official is Ruth Anderson [vha@cdc.gov](mailto:vha@cdc.gov), Phone: 404 639-2737 ; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Stephanie Burke 4300 Cherry Creek Drive South OEPR Denver, CO 80246-1530 Stephanie. [Burke@state.co.us](mailto:Burke@state.co.us).
- i. The Catalog of Federal Domestic Assistance (CFDA) number is CFDA# 93.069 and the grant name is Public Health Emergency Preparedness
- j. This award is not for research & development.
- k. Subrecipient is not required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
- l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.

- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
  - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
  - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
  - c. when required by Federal program legislation, 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 of Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
- e. the “Americans with Disabilities Act” (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
- f. when applicable, the Contractor shall comply with the provisions of the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule);
- g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
- h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
- i. 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 comply with 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.
- j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- k. if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, 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.
- l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
- n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
- o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide

written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE 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 CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.

15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CONTRACT C T 2 0 2 0 \* 2 4 8  
ROUTING NO.

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**APPROVED TASK ORDER CONTRACT – WAIVER #154**

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This task order contract is issued pursuant to master contract made on 11/23/2016, with routing number 18 FAA 00023.

**STATE:**  
State of Colorado for the use & benefit of the  
Department of Public Health and Environment  
Office of Emergency Preparedness and Response  
4300 Cherry Creek South Drive  
Denver, Colorado 80246

**CONTRACTOR:**  
Board of County Commissioners of Gunnison County  
(a political subdivision of the state of Colorado)  
200 East Virginia Avenue  
Gunnison, Colorado 81230-2297  
for the use and benefit of the  
Gunnison County Department of Health and Human Services  
220 North Spruce Street  
Gunnison, Colorado 81230  
CONTRACTOR DUNS: 133115220  
CONTRACTOR ENTITY TYPE:

CONTRACT MADE DATE: 5/1/2019

Political Subdivision

**TERM:**  
This contract shall be effective upon approval by  
the State Controller, or designee, or on 07/01/2019,  
whichever is later. The contract shall end on 06/30/2020.

BILLING STATEMENTS RECEIVED:

Monthly

PROCUREMENT METHOD:

Exempt

STATUTORY AUTHORITY: Not Applicable

BID/RFP/LIST PRICE AGREEMENT NUMBER:

N/A

CLASSIFICATION: Subrecipient

CONTRACT PRICE NOT TO EXCEED: \$23,152.00

FEDERAL FUNDING DOLLARS: \$23,152.00

STATE FUNDING DOLLARS: \$0.00

OTHER FUNDING DOLLARS: \$0.00

Specify "Other": \$0.00

LAW SPECIFIED VENDOR STATUTE:

N/A

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:

FY20: \$23,152.00

STATE REPRESENTATIVE:

Melanie Simons

PHEP Grant Branch Manager

PRICE STRUCTURE: Cost Reimbursement

Colorado Dept. of Public Health and Environment

Office of Emergency Preparedness and Response

4300 Cherry Creek South Drive

Denver, Colorado 80246

CONTRACTOR REPRESENTATIVE:

Joni Reynold

Gunnison County Department of Health and Human  
Services

220 North Spruce Street

Gunnison, Colorado 81230

PROJECT DESCRIPTION:

The Public Health Emergency Preparedness Program (PHEP) supports public health departments across the nation to upgrade their ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events.

Task Order CMS Number: 129533

Contract Routing Number: CT 2020\*248

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EXHIBITS:

The following exhibits are hereby incorporated:

- Exhibit A - Additional Provisions (and any of its Attachments; e.g., A-1, A-2, etc.)
- Exhibit B - Statement of Work (and any of its Attachments; e.g., B-1, B-2, etc.)
- Exhibit C - Budget (and any of its Attachments; e.g., C-1, C-2, etc.)
- Exhibit D - Sample Option Letter

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**GENERAL PROVISIONS**

The following clauses apply to this Task Order Contract. These general clauses may have been expanded upon or made more specific in some instances in exhibits to this Task Order Contract. To the extent that other provisions of this Task Order Contract provide more specificity than these general clauses, the more specific provision shall control.

1. This Task Order Contract is being entered into pursuant to the terms and conditions of the Master Contract including, but not limited to, Exhibit One thereto. The total term of this Task Order Contract, including any renewals or extensions, may not exceed five (5) years. The parties intend and agree that all work shall be performed according to the standards, terms and conditions set forth in the Master Contract.
2. In accordance with section 24-30-202(1), C.R.S., as amended, this Task Order Contract is not valid until it has been approved by the State Controller, or an authorized delegee thereof. The Contractor is not authorized to, and shall not, commence performance under this Task Order Contract until this Task Order Contract has been approved by the State Controller or delegee. The State shall have no financial obligation to the Contractor whatsoever for any work or services or, any costs or expenses, incurred by the Contractor prior to the effective date of this Task Order Contract. If the State Controller approves this Task Order Contract on or before its proposed effective date, then the Contractor shall commence performance under this Task Order Contract on the proposed effective date. If the State Controller approves this Task Order Contract after its proposed effective date, then the Contractor shall only commence performance under this Task Order Contract on that later date. The initial term of this Task Order Contract shall continue through and including the date specified on page one of this Task Order Contract, unless sooner terminated by the parties pursuant to the terms and conditions of this Task Order Contract and/or the Master Contract. Contractor's commencement of performance under this Task Order Contract shall be deemed acceptance of the terms and conditions of this Task Order Contract.
3. The Master Contract and its exhibits and/or attachments are incorporated herein by this reference and made a part hereof as if fully set forth herein. Unless otherwise stated, all exhibits and/or attachments to this Task Order Contract are incorporated herein and made a part of this Task Order Contract. Unless otherwise stated, the terms of this Task Order Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between the Master Contract and this Task Order Contract (including its exhibits and/or attachments), or between this Task Order Contract and its exhibits and/or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of the Master Contract; 2) the Master Contract (other than the Special Provisions) and its exhibits and attachments in the order specified in the Master Contract; 3) this Task Order Contract; 4) the

Additional Provisions - **Exhibit A**, and its attachments if included, to this Task Order Contract; 5) the Scope/Statement of Work - **Exhibit B**, and its attachments if included, to this Task Order Contract; 6) other exhibits/attachments to this Task Order Contract in their order of appearance.

4. The Contractor, in accordance with the terms and conditions of the Master Contract and this Task Order Contract, shall perform and complete, in a timely and satisfactory manner, all work items described in the Statement of Work and Budget, which are incorporated herein by this reference, made a part hereof and attached hereto as "**Exhibit B**" and "**Exhibit C**".
5. The State, with the concurrence of the Contractor, may, among other things, prospectively renew or extend the term of this Task Order Contract, subject to the limitations set forth in the Master Contract, increase or decrease the amount payable under this Task Order Contract, or add to, delete from, and/or modify this Task Order Contract's Statement of Work through a contract amendment. To be effective, the amendment must be signed by the State and the Contractor, and be approved by the State Controller or an authorized delegate thereof. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Task Order Contract on the effective date of such change as if fully set forth herein.
6. The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Task Order Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work - Exhibit B, establishes or creates standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Task Order Contract.
7. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is \$100,000 or higher]*

By entering into this Task Order Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Task Order Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Task Order Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Task Order Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Task Order Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and

prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

8. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

**SIGNATURE PAGE**

Contract Routing Number: CT 2020\*248

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

**CONTRACTOR**  
**Board of County Commissioners of Gunnison County**  
**(A Political Subdivision of the State of Colorado)**  
**For the use and benefit of the**  
**Gunnison County Department of Health and Human**  
**Services**

**STATE OF COLORADO**  
Jared S. Polis, Governor  
**Colorado Department of Public Health and**  
**Environment**  
Jill Hunsaker Ryan, MPH  
Executive Director

**Political Subdivision**

JONATHAN HOUCK  
Print Name of Authorized Individual  
CHAIRPERSON,  
BOARD OF COUNTY COMMISSIONERS  
Print Title of Authorized Individual  
[Signature]  
Signature of Authorized Individual  
MAY 21, 2019  
Date

By: [Signature]  
Lisa McGovern  
Procurement and Contracts Section Director,  
CDPHE  
6.17.19  
Date

**PROGRAM APPROVAL**

Colorado Department of Public Health and Environment  
Melanie Simons  
PHEP Grant Program Manager

By: [Signature]  
Signature of Authorized CDPHE Program Approver  
5/31/19  
Date

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

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: [Signature]  
David Norris, Controller, CDPHE  
Effective Date: 6/18/19

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**ADDITIONAL PROVISIONS**  
**To Contract Dated 5/1/2019 - CMS Contract Routing Number CT 2020\*248**

These provisions are to be read and interpreted in conjunction with the provisions of the Contract specified above.

1. This Contract contains federal funds (see Catalog of Federal Domestic Assistance (CFDA) number 93.069).
2. The United States Department of Health and Human Services (“HHS”), through the Center for Disease Control (“CDC”) has awarded as of 07/01/2019 anticipated federal funds of \$10,368,137.00 under Notice of Cooperative Agreement Award, hereinafter “NCAA”, number CDC-RFA-TP19-1901, to perform the following– Public Health and Emergency Preparedness for the State of Colorado.

If the underlying Notice of Cooperative Agreement Award “NCAA” authorizes the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that NCAA, then the State shall reimburse the Contractor for any allowable and allocable expenses of the Contractor that have been incurred by the Contractor since the proposed Effective Date of this Contract. If the underlying NCAA does not authorize the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that NCAA, then the State shall only reimburse the Contractor for those allowable and allocable expenses of the Contractor that are incurred by the Contractor on or after the Effective Date of this Contract, with such Effective Date being the later of the date specified in this Contract or the date the Contract is signed by the State Controller or delegee.

3. To receive compensation under the Contract, the Contractor shall submit a signed Monthly Invoice Form. This form is titled CDPHE STANDARD Reimbursement Invoice Form and is accessible from the CDPHE internet website <https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> the form is incorporated and made part of this Contract by reference. The Invoice Form must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget. The Contractor shall submit the invoice using the method listed below.

Scan the completed and signed Invoice Form and supporting documentation into an electronic document. Email the Invoice form and supporting documentation to: OEPR Fiscal Staff, [cdphe\\_eprfiscal@state.co.us](mailto:cdphe_eprfiscal@state.co.us)

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

4. Time Limit for Acceptance of Deliverables.

Evaluation Period. The State shall have **forty-five (45)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

Notice of Defect. If the State believes in good faith that a deliverable fail to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within thirty (30) calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State’s fiscal rules.

Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed thirty (30) calendar

days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within thirty (30) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order Contract or the Master Contract and all Task Order Contracts entered into pursuant to the Master Contract.

5. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

6. This award does not include funds for Research and Development.

7. Other than for normal and recognized executive-legislative relationships, no funds may be used for:

Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body

8. Contracting Provisions

The Contractor shall ensure that all service related expenses are completed and all goods related expenses are received on or before the expiration of the contract.

The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the activities under this contractual agreement for six years. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a reimbursement was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records. Contractor's auditor shall perform audits in accordance with the requirements of the OMB Circulars A-87 (Cost Principles for State, Local, and Tribal Governments), A-122 (Cost Principles for Non-Profit Organizations) and A-133 (Audits of States, Local Governments, and Non-Profit Organizations), as applicable.

The Contractor must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

9. Fiscal Provisions

Supplantation:

Cooperative agreement funds cannot supplant any current state or local expenditures. Supplantation refers to the replacement of non-federal funds with federal funds intended to support the same activities. The Public Health Service Act, Title I, Section 319 (c) specifically States: "SUPPLEMENT NOT SUPPLANT. Funds appropriated under this section shall be used to supplement other federal, state, and local public funds provided for activities under this section."

Contractor shall ensure that reimbursement requests are not duplicated under any other Public Health Emergency Preparedness funding or utilized to supplant non-related activities or programs. Contractor shall ensure appropriate distribution of costs in direct relation to the activities performed.

Unallowable Costs:

1. Payment or reimbursement of backfilling costs for staff.
2. Construction or major renovations.
3. Salary of an individual at a rate in excess of Executive Level II or \$187, 000 per year.

4. The purchase of clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts.
5. The purchase or support (feed) for animals for labs, including mice.
6. The purchase a house or other living quarters for those under quarantine.
7. The purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.
8. Funds shall not be used for clinical care.
9. Funds shall not be used for entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs.
10. Recipients shall not use funds for fund raising activities and lobbying.

#### 2 CFR 200 Code of Federal Regulations

The contractor shall follow the regulations and guidance put forth by the Federal Government as described in the "Super Circular". This information is available on the following website [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) and is incorporated and made part of this contract by reference.

#### 10. Budget Line Definitions

The Contractor has the ability, with written approval from OEPR fiscal staff, to move 10 % of funds from budget category to budget category not to exceed the total dollar amount of the contract.

The Contractor shall request approval from their Contract and Fiscal Monitor for expenditures of \$5,000.00 or more before purchasing. This requirement does not include personnel expenses.

Personnel: The Contractor shall dedicate the necessary funds to support salary and fringe for any staff member devoting time and effort towards the accomplishment of any activities identified under this Scope of Work.

Equipment: The Contractor shall purchase equipment, as well as maintain the working order of any existing equipment, required to meet any activity identified under this Scope of Work such as personal and portable computers, communication radios, cellular telephones, facsimile machines, laboratory equipment, training equipment, public information kits, etc.

Travel: The Contractor shall support travel related costs to ensure accomplishment of activities identified under this Scope of Work such as regional planning meetings, local partner planning meetings, attendance at training sessions, conferences, and agency representation at the Emergency Preparedness and Response conference calls.

Operating and Supplies: The Contractor shall support operating and supply costs directly associated with any activities identified under this Scope of Work such as high-speed Internet connections, notification systems, telephone and communication systems, office supplies, copying, printing, postage, room rental, software purchase and upgrades, etc.

Indirect: A Contractor's allowable indirect rate is the current Negotiated Indirect Rate Agreement on file with Colorado Department of Public Health and Environment Internal Auditor's office. In the event there is no such agreement on file, the allowable indirect rate shall default to 10% of Direct Salaries & Wages, Including Fringe Benefits. If there was a negotiated indirect rate in the past, but it has expired, the contractor is not allowed to claim the 10% default rate. The contractor cannot claim any indirect rate until they have negotiated a new rate with CDPHE internal Auditor's office as per the OMB super circular. If a new or revised Negotiated Indirect Rate Agreement is filed with the CDPHE Internal Auditor's office during the current term of this Agreement, the new indirect rate may be used for the remainder of the current performance period and will *not* be retroactive to the effective date of the Agreement.

11. Deployment of HPP- and PHEP-funded equipment, supplies and personnel via the Emergency Management Assistance Compact (EMAC) for the purpose of mutual aid and assistance between states during a governor declared State of emergency or disaster is permitted, but is subject to 101 the Federal provisions of 45 CFR 75. However, affected States must notify their CDC Grants Management Specialist within a 24-

## EXHIBIT A

hour period of the personnel, services and/or equipment being loaned out for the emergency. Awardees should follow their state legislation which governs how they will operate during an emergency or when another state requests assistance via EMAC. Awardees may reference the EMAC website for detailed information via [www.emacweb.org](http://www.emacweb.org). Additional guidance can be found in the 2020-2025 HPP-PHEP Supplemental Guidelines.

12. The State, at its discretion, shall have the option to extend the term under this Contract beyond the Initial Term for a period or for successive periods, of 1 year at the same rates and under the same terms specified in the Contract. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit D**. If exercised, the provisions of the Option Letter shall become part of and be incorporated in the original contract. The total duration of this contract shall not exceed 5 years.
13. The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or Services based upon the rates established in this Contract, and modify the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit D**. Delivery of Goods and/or performance of Services shall continue at the same rates and terms as described in this Contract.
14. The contractor shall provide written notification to CDPHE OEPR PHEP Program Manager and OEPR Grants Branch Manager of emergency preparedness and response regional staff (including regional generalists and regional epidemiologists) position vacancies. This notification should include:
  - A. name of the regional staff person leaving the position;
  - B. the date the vacancy will occur;
  - C. the estimated date when the vacancy will be filled and;
  - D. Name of replacement once filled.

CDPHE will assist hosting agencies by providing resources and training if needed and requested to new regional staff.

STATEMENT OF WORK  
To Original Contract Routing Number CT 2020\*248

**These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.**

**I. Project Description:**

This project serves to improve medical and public health care preparedness, response, and recovery capabilities at the federal, state and local level. The aligned PHEP cooperative agreement provides technical assistance and resources to support state, local, tribal and territorial public health departments, along with HCCs and health care organizations, to show measurable and sustainable progress toward achieving the preparedness and response capabilities that promote prepared and resilient communities.

**II. Definitions:**

1. AAR-After Action Report
2. AFN-Access and Functional Needs
3. CDPHE-Colorado Department of Public Health and Environment
4. C-MIST-Communication, Maintaining Health, Independence, Services and Support, Transportation
5. CNS-Colorado Notification System
6. COOP-Continuity of Operations Plan
7. CO-SHARE-Colorado State Health and Readiness Exchange
8. CO.TRAIN-Colorado Training Finder Real-Time Affiliate Integrated Network
9. CPG-Capability Planning Guide
10. CVM-Colorado Volunteer Mobilizer
11. DHSEM-Division of Homeland Security and Emergency Management
12. DOC-Department Operations Center
13. EOP-Emergency Operations Plan
14. ESAR-VHP- Emergency System for Advance Registration of Volunteer Health Professionals
15. HAN-Health Alert Network
16. HCC-Healthcare Coalition
17. HVA-Hazards Vulnerability Assessment
18. ICS-Incident Command Structure
19. IMATS- Inventory Management and Tracking System
20. IP-Improvement Plan
21. LPHA-Local Public Health Agency
22. MCM-Medical Countermeasure
23. MYTEP-Multi-Year Training and Exercise Plan
24. NIMS-National Incident Management System
25. OEPR-Office of Emergency Preparedness and Response
26. POD-Point of Dispensing
27. PHEOP-Public Health Emergency Operations Plan
28. RTP-Regional Transfer Point
29. SNS-Strategic National Stockpile
30. TEPW-Training and Exercise Planning Workshop

**III. Work Plan:**

**Goal #1:** Increase capacity for preparedness, response and recovery in Colorado.

**Objective #1:** No later than the expiration date of the Contract, provide public health preparedness; improve response and recovery activities through planning.

**EXHIBIT B**

<b>Primary Activity #1</b>	The Contractor shall update their agency COOP (Continuity of Operations Plan) to meet the minimum federal requirements.
<b>Primary Activity #2</b>	The Contractor shall complete the 'Critical Workforce Group Tiers' spreadsheet.
<b>Primary Activity #3</b>	The Contractor shall develop or update their agency Volunteer Management Plan.
<b>Primary Activity #4</b>	The Contractor shall coordinate a minimum of two (2) county-level Pandemic Influenza planning meetings with relevant subject matter experts and community partners, including AFN representatives, to orient partners on the local/county pandemic plan.
<b>Primary Activity #5</b>	The Contractor shall participate in planning for the Coalition Surge Test (CST) as a core member of the HCC.
<b>Primary Activity #6</b>	The Contractor shall incorporate the OEPR Situational Awareness Tool into their PHEOP.
<b>Primary Activity #7</b>	The Contractor shall complete the 'Access and Functional Needs and Community Partners' report to identify current and desired engagement of community organizations who can provide relationships or support to their public's access and functional needs.
<b>Primary Activity #8</b>	The Contractor shall create a plan or integrate into existing plans AFN resources/practices and intentional community engagement into the 2021 Full Scale Exercise in its jurisdiction.
<b>Primary Activity #9</b>	The Contractor shall conduct one-to-one interviews or focus groups with at least three (3) stakeholders/community groups OR document action steps identified from community conversations in the last year to integrate jurisdictional access & functional needs in public health emergency plans and practices.
<b>Primary Activity #10</b>	The Contractor shall participate in the HCC HVA.
<b>Primary Activity #11</b>	The Contractor shall update their local community and responder Mass Prophylaxis/Vaccination/POD Plans.
<b>Primary Activity #12</b>	The Contractor shall assist in the planning/responding to issues impacting high-risk populations such as people experiencing homelessness and/or substance use issues.
<b>Primary Activity #13</b>	The Contractor shall participate in the Regional ESF#8 Training and Exercise Planning Workshop attended by at a minimum, hospitals, EMS, emergency management organizations, and public health agencies.
<b>Primary Activity #14</b>	The Contractor shall participate in the development of a Regional ESF#8 Multi-Year Training and Exercise Plan that includes at a minimum, hospitals, EMS, emergency management organizations, and public health agencies.
<b>Primary Activity #15</b>	The Contractor shall participate in the Regional Pandemic Influenza Tabletop Exercise with Regional Staff and the Readiness and Response Coordinator.

<b>Primary Activity #16</b>	The Contractor shall attend the 2019 OEPR Annual Meeting.
<b>Objective #2:</b> No later than the expiration date of the Contract, provide public health preparedness; improve response and recovery activities through training.	
<b>Primary Activity #1</b>	The Contractor shall have a trained primary and back-up CVM administrator.
<b>Primary Activity #2</b>	The Contractor shall participate in a web-based training on the OEPR Situational Awareness Tool.
<b>Primary Activity #3</b>	The Contractor shall participate in a web-based training on completing the 'Critical Workforce Group Tiers' worksheet.
<b>Primary Activity #4</b>	The Contractor shall participate in a web-based training on 'Vaccination Planning for Critical Workforce Groups'.
<b>Objective #3:</b> No later than the expiration date of the Contract, provide public health preparedness, and improve response and recovery activities through exercises.	
<b>Primary Activity #1</b>	The Contractor shall complete the Coalition Surge Test (CST) as a core member of the HCC.
<b>Primary Activity #2</b>	The Contractor shall participate in quarterly redundant communications (eg. 800MHz radio) drills conducted by OEPR.
<b>Primary Activity #3</b>	The Contractor shall conduct a minimum of two (2) redundant communications drills with local operational sites (eg. PODs).
<b>Primary Activity #4</b>	The Contractor shall conduct a minimum of two (2) HAN Communication Drills.
<b>Primary Activity #5</b>	The Contractor shall participate in a minimum of two (2) IMATS SNS Resource Request Drills
<b>Primary Activity #6</b>	The Contractor shall create and send out two (2) mission drills utilizing the CVM
<b>Objective #4:</b> No later than the expiration date of the Contract, provide public health preparedness, and improve response and recovery activities through additionally identified needs.	
<b>Primary Activity #1</b>	The Contractor shall complete the 2019-20 CPG Survey with input from all relevant partners in its jurisdiction.
<b>Primary Activity #2</b>	The Contractor shall retain trained personnel to manage and monitor routine jurisdictional surveillance and epidemiological investigation systems and support surge requirements in response to threats.

<p><b>Primary Activity #3</b></p>	<p>The Contractor shall attend a minimum of one (1) Regional HCC or HCC Chapter meeting/per quarter.</p>
<p><b>Primary Activity #4</b></p>	<p>The Contractor shall update agency contact info twice/year in CO-SHARE.</p>
<p><b>Standards and Requirements</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall utilize the ‘Public Health Emergency Preparedness and Response Capability-National Standards for State, Local, Tribal and Territorial Public Health, October 2018’ as guidance for all planning activities. This document is incorporated and made part of this contract by reference and is available on the following website <a href="https://sites.google.com/a/state.co.us/co-share/">https://sites.google.com/a/state.co.us/co-share/</a></li> <li>2. The Contractor shall highlight or indicate areas of the COOP (Continuity of Operations Plan) that have been revised with the minimum federal requirements. These requirements are outlined in the PHEP NOFO COOP Requirements. This document is incorporated and made part of this contract by reference and is available on the following website <a href="https://sites.google.com/a/state.co.us/co-share/">https://sites.google.com/a/state.co.us/co-share/</a></li> <li>3. CDPHE shall provide the ‘Critical Workforce Group Tiers’ worksheet template to contractor no later than 7/1/2019. This document is incorporated and made part of this contract by reference and is available on the following website <a href="https://sites.google.com/a/state.co.us/co-share/">https://sites.google.com/a/state.co.us/co-share/</a>.</li> <li>4. The Contractor shall comply with the requirements stated in the “Allocating and Targeting Pandemic Influenza Vaccine during an Influenza Pandemic” when completing the ‘Critical Workforce Group Tiers’ worksheet. This document is incorporated and made part of this contract by reference and is available on the following website <a href="https://sites.google.com/a/state.co.us/co-share/">https://sites.google.com/a/state.co.us/co-share/</a>.</li> <li>5. CDPHE will provide technical assistance and guidance from CDC on Planning Considerations for Vaccinating Critical Workforce Groups’ as it relates to Pandemic Operational Readiness. This will include new guidance from CDC, "Implementing a Pandemic Influenza Vaccination Campaign" and "Roadmap for Allocating and Targeting Critical Workforce Groups for an Influenza Pandemic". These documents will be incorporated upon release from CDC and made part of this contract by reference and is available on the following website <a href="https://sites.google.com/a/state.co.us/co-share/">https://sites.google.com/a/state.co.us/co-share/</a></li> <li>6. The Contractor shall facilitate discussions with the Pandemic Planning group regarding non-pharmaceutical interventions, access and functional needs (AFN), vaccination of critical workforce, etc. The Contractor shall have the option of using a facilitation guide developed by CDPHE. This document is incorporated and made part of this contract by reference and is available on the following website <a href="https://sites.google.com/a/state.co.us/co-share/">https://sites.google.com/a/state.co.us/co-share/</a>.</li> <li>7. The Contractor shall adhere to the following guidelines for the Pandemic Influenza planning meetings: create new pandemic planning group or work with existing group; include representation from diverse sectors such as immunization, epidemiology, emergency management, communication experts, schools, health care providers and hospitals, businesses, pharmacies, immunization staff etc.</li> </ol>

8. The Volunteer Management Plan must include: how LPHAs will manage walk-up volunteers, volunteer liability, licensure, Workman's Compensation, scope of practice, third party reimbursement issues, and documentation of ESAR-VHP compliant system if not using the Colorado Volunteer Mobilizer (CVM). CDPHE. CDPHE will provide Volunteer Plan guidance, including legal issues and managing spontaneous volunteers. This guidance is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
9. CDPHE will provide access to the Situational Awareness Tool via CO-SHARE by July 1, 2019. This tool will be incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
10. The Contractor shall integrate the Situational Awareness Tool into the Concept of Operations section of their Public Health Emergency Operations Plan (PHEOP) or Communications Annex to establish a mechanism to monitor situational awareness during emergent and non-emergent times.
11. CDPHE will provide an 'Access & Functional Needs (AFN) and Community Partners report' template for LPHAs by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>
12. CDPHE will provide an optional 2021 Full-Scale Exercise Community Engagement plan template for LPHAs to develop activities to integrate more public participation and AFN resources/practices into the 2021 Public Health Full-Scale Exercise Plan by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>
13. CDPHE will provide a C-MIST driven AFN Conversations Guidance document to support one-to-one interviews and focus groups by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>
14. The Contractor shall provide a HCC Healthcare Vulnerability Assessment (HVA) tool to include information that supports the public health priority to diagnose and investigate health problems and health hazards in the community, ensuring that endemic disease and novel threats are included in the analysis. CDPHE will provide the HCC HVA tool/template by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
15. The Contractor shall support and/or facilitate efficient, coordinated public health activities during the planning for or the duration of a response to issues impacting high-risk population such as people experiencing homelessness and/or substance use issues.
16. The Regional ESF#8 MYTEP must include five years of training and exercises, the integration of the HPP Health Care Coalition Training and Exercise Plan, and the required elements as indicated on the template provided by CDPHE via CO-SHARE. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
17. The Contractor shall support the TEPW with their subject-matter expertise, and logistical support as requested.

18. CDPHE will provide an exercise package for the Regional Pandemic Influenza Tabletop Exercise by July 1, 2019 that each region may use as a base template provided via CO-SHARE. These documents are incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
19. The Contractor must participate in the Regional Pandemic Influenza Tabletop Exercise as a "Player" so as to properly represent LPHA decisions and actions during a simulated event.
20. CVM administrators must have completed CVM Administrator training, signed the yearly confidentiality agreement and be recognized by OEPR as a CVM Administrator.
21. CVM Administrator training will be offered quarterly by CDPHE.
22. Contractors who have 10 employees or less may designate a regional staff member as their CVM Administrator backup. If a regional staff member is identified as the the back-up CVM Administrator, the regional staff member must provide written agreement to the CVM Coordinator.
23. CDPHE will validate attendance of the specific Situational Awareness Tool training attendee in CO.TRAIN.
24. CDPHE will conduct the 'Critical Workforce Group Tier Spreadsheet' training and validate contractor participation in CO.TRAIN.
25. CDPHE will provide the 'Vaccination Planning for Critical Workforce Groups' webinar to include an overview of new CDC guidance on "Implementing a Panflu Vaccination Campaign" and "Roadmap for Allocating and Targeting Critical Workforce Groups for an Influenza Pandemic".
26. The Contractor shall comply with the requirements stated in the Health Care Coalition Surge Test when completing the Coalition Surge Test Exercise. This information is located on the Public Health Emergency government website <https://www.phe.gov/Preparedness/planning/hpp/Pages/coalition-tool.aspx> and is incorporated and made a part of this contract by reference.
27. A minimum of one (1) EPR Coordinator per agency must respond to the quarterly redundant communication drills conducted by OEPR.
28. Redundant Communication Drills can include communication via 800MHz radios, cell phone, text and/or email.
29. Tactical Communication Drills (radios) will focus on information sharing between the state and local department operations centers (DOC) and communication between the Receive, Store, Stage (RSS) site and Regional Transfer Point (RTP) and Local Transfer Points (LTP).
30. Participation in redundant communication drills initiated by CDPHE will be verified by CDPHE (i.e. CNS generated reports, radio drill spreadsheets).

	<p>31. Drills conducted by the Contractor to local operational sites should be documented on the 'Communications Drill Reporting Spreadsheet' provided by CDPHE.</p> <p>32. Local operational sites include the following: Department Operations Center (DOC); Open Point of Dispensing (POD); Closed POD; Regional Transfer Point (RTP); Local Transfer Point (LTP); and Healthcare Coalition (HCC) member agencies.</p> <p>33. Drills conducted by the contractor can be notification, exercise or real event.</p> <p>34. Contractor will include <a href="mailto:cdphe_epr_sit@state.co.us">cdphe_epr_sit@state.co.us</a> when conducting HAN notifications and drills.</p> <p>35. CDPHE will initiate and document IMATS SNS Resource Request Drills.</p> <p>36. The Contractor shall sign-up for the IMATS SNS Resource Request Drill electronically via CO.TRAIN.</p> <p>37. The Contractor shall use a 213rr or other inventory form to conduct IMATS SNS Resource Request drills. Resource Request forms are incorporated and made part of this contract by reference and is available on the following website <a href="https://sites.google.com/a/state.co.us/co-share/">https://sites.google.com/a/state.co.us/co-share/</a>.</p> <p>38. CDPHE will verify participation in IMATS SNS Resource Request drills by reviewing resource requests in IMATS.</p> <p>39. CDPHE will conduct IMATS drills once/quarter.</p> <p>40. CDPHE will provide a schedule for all OEPR drills by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <a href="https://sites.google.com/a/state.co.us/co-share/">https://sites.google.com/a/state.co.us/co-share/</a></p> <p>41. The Contractor shall complete the 2019-20 CPG Survey by using the CO-PHRCA (Colorado Public Health System Response Capacity Assessment).</p> <p>42. The Contractor shall conduct the 2019-20 CO-PHRCA in a manner as identical as possible to the jurisdiction's CO-PHRCA in the previous grant year, or update the results from the previous grant year's CO-PHRCA.</p> <p>43. CDPHE will provide results from the 2018-19 CO-PHRCA upon request.</p> <p>44. The 2019-20 CPG Survey should be completed by soliciting input from the following partners (as applicable) Hospitals, Emergency Medical Services (EMS), Emergency Management, Behavioral Health, Home Health, Long-term Care/Assisted Living, Schools, Law Enforcement, Elected Officials, Non-Profit/Volunteer Organizations, Faith-Based Organizations, LPHA Laboratory Staff</p> <p>45. CDPHE will provide guidance and tools for completing the 2019-20 CPG Survey, including access to the CO-PHRCA. This document is incorporated and made part of this contract by reference and is available on the following website:</p>
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	<p><a href="https://sites.google.com/a/state.co.us/co-share/">https://sites.google.com/a/state.co.us/co-share/</a>.</p> <p>46. Primary disease case investigation responsibility (i.e., local or state public health agency) and suggested public health response timelines are outlined on the CDPHE Communicable Disease Manual website in the "<i>Disease-case investigation guidance</i>" document found at the link titled "Public Health Reportable Condition Investigation Guidance". This document and website are incorporated and made part of the scope of work by reference and is available on the following website: <a href="https://www.colorado.gov/pacific/cdphe/communicable-disease-manual">https://www.colorado.gov/pacific/cdphe/communicable-disease-manual</a>.</p> <p>47. The Contractor will ensure the development and submission to CO-SHARE of AAR/IPs for all Tabletop Exercises within 60 days of event conclusion.</p> <p>48. Functional exercises, full scale exercises, and real event responses must be submitted within 120 days of event conclusion. All joint HPP and PHEP exercises, including MCM exercises, shall include a surge of patients into the health care system.</p> <p>49. Accommodations for at-risk populations should be incorporated into all plans and exercises and any access or functional needs of at-risk populations that may interfere with their ability to access or receive medical care before, during, or after a disaster or emergency should be considered.</p> <p>50. The Contractor shall maintain NIMS compliance and a current emergency preparedness response plan.</p> <p>51. EPR Coordinators with less than two (2) years of Colorado OEPR experience must complete the "Public Health Emergency Preparedness and Response 101" online course at <a href="https://www.train.org/colorado/course/1077760/compilation">https://www.train.org/colorado/course/1077760/compilation</a>. This site is incorporated and made part of this contract by reference.</p> <p>52. The Contractor shall assure they have members trained in the following systems as applicable (eg. CO-SHARE, CO.TRAIN, CNS, CVM, eICS, EMResource, IMATS).</p> <p>53. CDPHE will provide training on OEPR systems upon request.</p> <p>54. The Contractor shall register on CO.TRAIN for the 2019 OEPR Annual Meeting and sign-in at the registration desk.</p> <p>55. LPHA representation at 2019 OEPR Annual Meeting cannot be met by Regional Staff attendance.</p> <p>56. The Contractor shall register in CO.TRAIN for trainings as requested by OEPR. This information is located at the following website <a href="https://www.train.org/colorado">https://www.train.org/colorado</a> and is incorporated and made part of this contract by reference.</p> <p>57. The Contractor shall assist regional staff to fulfill the requirements of the Statement of Work upon request of the regional staff.</p>
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**EXHIBIT B**

	58. The Contractor must update agency contact info twice/year at the following location in CoShare <a href="https://sites.google.com/a/state.co.us/co-share/home/lpha">https://sites.google.com/a/state.co.us/co-share/home/lpha</a> . This site is incorporated and made part of this contract by reference.	
<b>Expected Results of Activity(s)</b>	Colorado public health agencies will have increased capacity to respond to public health emergencies and related events to which a public health response is necessitated.	
<b>Measurement of Expected Results</b>	Review of plans and CPG data surveys	
		<b>Completion Date</b>
<b>Deliverables</b>	1. The Contractor shall submit their updated agency COOP electronically via CO-SHARE.	No later than 3/31/20
	2. The Contractor shall submit their county-level Critical Workforce Group Tiers worksheet electronically via CO-SHARE.	No later than 3/31/20
	3. The Contractor shall submit their Volunteer Management Plan electronically via CO-SHARE.	No later than 3/31/20
	4. The Contractor shall submit notes/attendance roster from a minimum of one (1) HCC Coalition Surge Test (CST) planning meeting electronically via CO-SHARE.	No later than 3/31/20
	5. The Contractor will submit an updated PHEOP electronically via CO-SHARE.	No later than 3/31/20
	6. The Contractor shall submit an 'Access & Functional Needs and Community Partners' report electronically via CO-SHARE.	No later than 12/31 19
	7. The Contractor shall submit a 'Community Engagement and AFN Integration Plan' for the 2021 FSE electronically via CO-SHARE.	No later than 6/15/20
	8. The Contractor shall submit at least one collaboration activity identified with community partners to better integrate Access & Functional Needs into public health emergency plans or practices electronically via CO-SHARE.	No later than 6/15/20
	9. The Contractor shall indicate names of staff participating in the Regional HCC HVA electronically via CO-SHARE.	No later than 6/15/20
	10. The Contractor shall submit an updated community and responder Mass Prophylaxis/Vaccination/POD electronically via CO-SHARE.	No later than 3/31/20
	11. The Contractor shall submit any planning documentation, incident action plans or ICS org charts regarding any Hep A related response or planning initiative electronically via COSHARE.	No Later Than 6/15/20
	12. The Contractor shall indicate names of the individuals assisting with the Regional ESF#8 MYTEP Development electronically via CO-SHARE.	No later than 12/31/19
	13. The Contractor shall indicate the names of individuals attending the Regional ESF#8 Training and Exercise Planning Workshop electronically via CO-SHARE.	No later than 12/31/19
	14. The Contractor shall indicate electronically the names of the individuals participating in the Regional Pandemic Influenza Tabletop Exercise electronically via CO-SHARE.	No later than 6/15/20

**EXHIBIT B**

	15. The Contractor shall indicate electronically the names of individual attending the 2019 OEPR Annual Meeting electronically via CO-SHARE.	No later than 12/31/19
	16. The Contractor shall submit minutes, agendas and roster for meetings regarding pandemic influenza planning electronically via CO-SHARE.	No later than 6/15/20
	17. The Contractor shall submit copies of CVM administrator training certificates for primary and back up administrators electronically via CO-SHARE.	No later than 3/31/20
	18. The Contractor shall document the name of the 2019 OEPR Annual Meeting attendee electronically via CO-SHARE.	No later than 12/31/20
	19. The Contractor shall indicate names of individuals participating in the Critical Workforce Group Vaccination Planning webinar electronically via CO-SHARE.	No later than 3/31/2020
	20. The Contractor shall indicate names of individuals participating in the Critical Workforce Group-Tiers Spreadsheet webinar electronically via CO-SHARE.	No later than 9/30/19
	21. The Contractor shall submit documentation of participation of in the HCC Coalition Surge Test (CST) electronically via CO-SHARE.	No later than 6/15/20
	22. The Contractor shall submit agency-initiated drill report information in the Communications Drill Report form electronically via CO-SHARE.	No later than 6/15/20
	23. The Contractor shall indicate completion of IMATS drill electronically via CO-SHARE.	No later than 6/15/20
	24. The Contract shall submit report of CVM drills conducted electronically via CO-SHARE.	No later than 6/15/20
	25. The Contractor shall submit their responses to the CPG Survey online through the 2019-20 CO-PHRCA (Colorado Public Health System Response Capacity Assessment).	No later than June 15, 2020
	26. The Contractor shall document electronically via CO-SHARE attendance at regional HCC meetings.	No later than June 15, 2020
	27. The Contractor shall update contact info in CO-SHARE	No later than February 29 and June 15, 2020

**IV. Monitoring:**

CDPHE’s monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, invoices, site visit results, electronic data and other fiscal and programmatic documentation as applicable. The Contractor’s performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

**V. Resolution of Non-Compliance:**

The Contractor will be notified in writing within thirty (30) calendar days of discovery of a compliance issue. Within ten (10) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Grants Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

**Budget**  
To Original Task Order Routing Number 2020\*248

<b>Expenditure Categories</b>		
<b>Personal Services</b>		<b>Budget</b>
<b>Position Title</b>	<b>Description of Work</b>	
EPR Coordinator	Coordinates EPR Activities fro Gunnison County DHHS ( \$32.25 /hour x 12hr/week x 52 weeks)	\$20,124.00
<b>Total Personal Services</b>		<b>\$20,124.00</b>
<b>Supplies &amp; Operating Expenses</b>		<b>Budget</b>
<b>Item</b>	<b>Description of Work</b>	
Operating Supplies & Equipment	Operating Supplies & Equipment	\$160.00
<b>Total Supplies &amp; Operating Expenses</b>		<b>\$160.00</b>
<b>Travel</b>		<b>Budget</b>
<b>Item</b>	<b>Description of Work</b>	
Per Diem	\$66/day @ 4 days	\$264
Lodging	Denver Fall Meeting (\$125) GJ EPR Workshop (\$125) @ 2 nights each	\$500
Mileage	Travel to EPR Fall meeting in Denver (402 miles), & Travel to GJ for EPR Workshop (250 miles) , and anticipated travel for trainings in workplan @ 58.00 cents/mile	
<b>Total Travel</b>		<b>\$764.00</b>
<b>Contractual (payments to third parties or entities)</b>		<b>Budget</b>
<b>Item</b>	<b>Subcontractor Entity Name and/or Description of Item</b>	
<b>Total Contractual</b>		<b>\$0.00</b>
<b>SUB-TOTAL BEFORE INDIRECT</b>		<b>\$21,048.00</b>
<b>Indirect</b>		<b>Total Budget</b>
<b>Item</b>	<b>Description of Item</b>	
Indirect Cost Rate	10%	\$2,104.00
<b>Total Indirect</b>		<b>\$2,104.00</b>
<b>TOTAL</b>		<b>\$23,152.00</b>

EXHIBIT D

**OPTION LETTER #: Click here to enter text.**

State Agency : <b>Colorado Department Of Public Health and Environment 4300 Cherry Creek Dr S Denver, CO 80246</b>				Original Contract # <b>CT 2020*248</b>		
Contractor (Name and Address) <b>Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison, Colorado 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison, Colorado 81230-2333</b>				Option Contract Number <b>Click here to enter text.</b>		
Contract Performance Beginning Date : <b>Click here to enter a date.</b>				Current Contract Expiration Date : <b>Click here to enter a date.</b>		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Routing #	Federal Funding Amount*	State Funding Amount	Other Funding Amount	Term (dates)	Total
OL #1						\$
Original						\$
<b>Current Contract Maximum Amount (YTD)</b>						\$

**1) OPTIONS**

- A. Option to extend for an Extension Term
- B. Option to change quantity of goods under the Contract
- C. Option to change quantity of services under the Contract

**2) REQUIRED PROVISIONS:**

- A. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option for an additional term, beginning **Click here to enter a date.** and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above, the State hereby exercises its option to **Choose an item.** the quantity of **Choose an item.** at the rates stated in the Original Contract as amended for the following reason: **Click here to enter text.**
- C. The Contract Maximum Amount table is deleted and replace with the Current Contract Maximum Amount Maximum Amount table shown above.

**3) OPTION EFFECTIVE DATE:**

- A. The effective date of this Option Letter is upon approval of the State Controller or **Click here to enter a date.** whichever is later.

EXHIBIT D

<b>PROGRAM APPROVAL</b>	<b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Public Health and Environment Jill Hunsaker Ryan MPH, Executive Director
By: _____	By: Lisa McGovern, Purchasing & Contracts Section Director, CDPHE
Date: _____	Date: _____

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.**

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

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

Date: \_\_\_\_\_

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

**Agenda Item:** Approval for 2022 CFGV Community Grants Applicatio

**Action Requested:** Discussion

**Parties to the Agreement:** CFGV

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Mountain Roots Food Project Partnership, Container Farms Paid Leadership Internship: One 0.5FTE at \$18/hr for 18 months. The total costs for this are around \$31,000. (\$27,540 in wages and \$3,350 in fringe at 12%) GCVSO requests \$5000.00 authorized for partial funding of paid internship for

**Fiscal Impact:** \$5,000

**Submitted by:** Blair Burgess

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/12/2022

**County Attorney Review:**

Required

Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 5/17/2022

# Application: Gunnison County Veteran Services

Gunnison County Veteran Services  
2022 CFGV Community Grants Application

## Summary

**ID:** 5750824562

## CFGV Community Grants Application Narrative

**Completed** - May 4 2022

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

*Important: While you may go back and change what type of application you are submitting (Project or Operating), keep in mind that some questions in the application will change based on that question! You are also able to login and edit your application up until the deadline at 11:59 pm on May 15, 2022.*

## CFGV Community Grants Application

### Cover Sheet

## General Information

### IMPORTANT:

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

Legal Name of Applicant Organization	Gunnison County Veteran Services
Applicant DBA (Doing Business As), if different than legal name	(No response)
Name of Group, if applicable	(No response)
EIN (Federal Tax Identification Number)	846000770
Mailing Address of Group	220 N. Spruce St.
City	Gunnison
State	Colorado
Zip Code	81230
Physical Address	220 N. Spruce St.
City	Gunnison
State	Colorado
Zip Code	81230
Phone Number	970-641-7919
Website	<a href="https://www.gunnisoncounty.org/910/Veterans-Service-Officer">https://www.gunnisoncounty.org/910/Veterans-Service-Officer</a>
Year Founded	Unsure

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

Name	Stephen Otero
Position or Title	Veteran Services Officer
Email	<a href="mailto:sotero@gunnisoncounty.org">sotero@gunnisoncounty.org</a>
Phone	970-641-7919

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

Name	(No response)
Position or Title	(No response)
Email	(No response)
Phone	(No response)

## Grant Request Information

IMPORTANT (contact CFGV if you have questions):

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

Grant Request Type	Project (Collaboration)
Name of Project	Military Veteran Farming Project
Amount Requested (positive number without commas, decimals or dollar signs)	5000
Total Project Budgeted Cost:	31000
% Requested (Amount Requested / Total Cash Project Budgeted Cost = % Requested)	16

**Please give a one sentence synopsis of what the grant will be used for. If this is a General Operating Support request, simply enter "General Operating."**

Gunnison County Veteran Services, in partnership with Mountain Roots Food Project, will fund a farming business learning opportunity for a US military veteran.

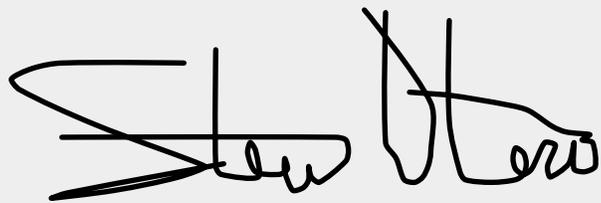
**If this application is for a collaboration, please include the Organization Name and Contact information (Name and Email Address) for each partner**

Mountain Roots Food Project  
Holly Conn, Executive Director  
[director@mountainrootsfoodproject.org](mailto:director@mountainrootsfoodproject.org)

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

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

**Signature of Authorized Individual Contact**

A handwritten signature in black ink on a light gray background. The signature appears to read "Holly Conn" in a cursive, stylized font.

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

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

**Education**

Narrative

**Purpose Statement of the Group:**

**The Gunnison County Veteran Service's officer assists any resident of the state of Colorado who is a veteran, or their surviving spouse, administrator, executor, guardian, conservator, or heir of any said veteran, or any other person who may have proper claim, by the filing of claims for insurance, pensions, compensation for disability, hospitalization, vocational training, or any other benefits which such person may be or may have been entitled to receive under the laws of the United States or the state of Colorado by reason of such service. We work to connect veterans to mental, physical, and spiritual health services within our community.**

**The mission of Mountain Roots Food Project is to cultivate a resilient food system in the Gunnison Valley by enhancing healthy connections between food, earth, and community. We foster knowledge, teach skills, and provide opportunities that ensure access to affordable, nutritious food that is regionally based and sustainably produced.**

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

**Veterans are uniquely positioned to contribute professional skills which may translate to successful farming production activities. Unfortunately, military veterans face a suicide rate 1.5 times greater than that of civilian peers. It is generally understood that mental health is rooted in a sense of purpose and purposeful work activities are known to reduce suicidality. Through work based education collaboration, we will assist a person who desires the knowledge and experience to understand, manage, and bring to market, farming products which will be grown in a hydroponic container farming operation.**

**In general, what do you do? \*Hint: If you do not believe that this is enough space, you may use one of your optional uploads to elaborate\* (Max: 125 words)**

**GC Vet Services assists US military veterans with accessing benefits which they may be entitled to according to local, regional, or federal organizations. Assisting veterans with federal, state and local benefits available facilitates development of lifelong sources of strength which promote prosocial behaviors and positive outcomes for communities where these veterans live.**

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

**GC Vet Services and Mountain Roots will identify, train, and support year-round, part-time employment for a local US military veteran who desires to learn, grow, and strategically contribute to regional sustainable food systems. Through work-based education with Mountain Roots, the veteran will assist with managing an organic hydroponic container farming operation from seed to sale. They will learn crop management, harvesting, processing, and packaging fresh produce for sale in local markets, plus STEM-related specialty skills in hydroponic technology. The Hydroponic Farm Manager provides on-the-job training and mentoring; GC Veteran Services provides continued off-the-job support to support the 'whole person' as they transition into the workforce, including mental, physical and spiritual health support.**

**What do you want to achieve - what change do you want to make? (Max: 50 words)**

**Research demonstrates meaningful employment is positively correlated with psychological empowerment. Specifically, meaning and competence derived via work activities supports the positive mental health outcomes desired amongst members of a thriving, healthy, community. A trained, confident, farming veteran, will achieve personally defined goals for skills development and future employment opportunities.**

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

**Beginning employment, the veteran will articulate goals for personal and mental health, skills development, and outlook for future employment opportunities. The veteran farmer's outcomes will be measured via evaluations conducted by self, supervisor, and the veteran services officer conducted on a bi-annual basis, with adaptations for support toward meeting goals.**

**The One Valley Prosperity Project identified five overarching complex issues to be addressed in our community: affordable housing, sustainable tourism and recreation, economic resiliency, community health and equity, and climate change. Which of these issues does your organization or project/program address? Identify other participants in the Valley that you are working with, even informally, within this broad goal, and describe the nature of your interactions. (Max: 125 words)**

**Team and individual economic resilience will be enhanced through the pursuit and completion of this project. Community health will be enhanced via multiple aspects of this projects development, through nonprofit and governmental collaboration, relationship development, and educational empowerment. Support from mental and physical allied health professionals will be directly offered and funded via GC Vet Services, in order to enhance the selected veteran's overall state of well being while pursuing this opportunity. This opportunity is designed to incorporate multiple layers of social support services with the culminating outcome of a healthy, happy, empowered community member who is professionally supported while pursuing a work/life balance.**



Community Foundation of the Gunnison Valley  
Community Grants Program

May 5, 2022

Dear Community Grants Review Committee,

Please accept this letter in support of the grant application by the Gunnison County Veteran's Affairs Office.

Founded in 2010, Mountain Roots is a local food systems initiative, providing equitable access to healthy, nutritious food that is produced using regenerative methods that are good for our people and our planet. Our work takes a systems approach, working to improve the social, economic, environmental, personal, and community health of the Gunnison Valley through food education, food production, food security, food economy, and food policy. We run a district-wide Farm to School program, and along with the Gunnison Country Food Pantry and the City of Gunnison Senior Meals program, we are a primary provider of food relief efforts, providing fresh fruits and vegetables to 200 of our most vulnerable and underserved community members. We support the establishment and scaling up of five small farm businesses and are expanding markets for farmers to enable them to increase production and viability, which increases access and availability of local food for more local residents. Finally, we produce food for our community in two farms, five gardens, and four hydroponic container farms. And each year, we train 8-10 beginning farmers in cold-climate farming.

I met Gunnison County Veteran's Service Officer Steve Otero four years ago when he volunteered with Mountain Roots our farmer's market booth. Steve was a rock star volunteer, coming every single week, so we had many opportunities to chat during long Sunday market days. Steve explained to me that veterans come in all shapes and sizes, all ages and stages, and each person has had a unique service experience. Veterans often find it challenging to determine what to do after military service, to figure out how their experience can transfer to other career fields, and how to integrate into community life. He told me that volunteering with Mountain Roots was meaningful and fulfilling to him, that he believed in our mission and found a sense of personal satisfaction and happiness in being part of something that was helping our community. Two of our board members are military veterans, and they echoed Steve's sentiments. Through my friendship with Steve, I learned more about veterans here in Gunnison County, how he works with veterans, and I started to see a place where our work intersected.

Mountain Roots has always recognized the role we play in providing opportunities for people from diverse backgrounds in the community to reconnect with the land and with each other, to contribute meaningfully to their community, and to experience the personal well-being and mental health benefits of growing and eating fresh food. Over the past five years, we've brought a greater level of intention to Diversity, Equity, and Inclusivity in our work. In recent years there's been a rise in awareness that many audiences, including BIPOC and LGBTQ+ individuals, are underrepresented in farming, agriculture, and conservation. As our community increases awareness around mental health, awareness is also growing around how farming and gardening, working with plants, animals, and soils, and even cooking, can have therapeutic effects. Understanding this, we've built new partnerships with several organizations, including Six Points, Center for Mental Health, CB State of Mind, GCSAPP, Restorative Justice, Gunnison Senior Center, and Project Hope and have worked very deliberately to build personal relationships with individuals who have particular vulnerabilities, whether temporary or permanent, to provide a safe, welcoming place, authentic camaraderie, and enjoyable, meaningful activities in which to engage.

Military Veteran Farmer Training Programs throughout the country are working with veterans to help them develop the skills they need to become successful farmers. According to the Farmer Veteran Coalition (FVC), agriculture lends itself to the unique qualities and character of veterans. Growing food allows veterans to put these qualities to work in a way that helps them heal their wounds, feed their communities, and protect the environment for future generations. One of these flagship programs, Veterans to Farmers in Broomfield, CO, explains that, "Farming utilizes many of the same skills required in the military—hard work, attention to detail, and service before self. It has also been proven to provide therapeutic benefits for many types of trauma, including PTSD and TBI."

Mountain Roots' beginning farmer training program, launched in 2017, has typically engaged young adults between college and career. As this program grows, we see the potential to expand the program's audience to include anyone interested in building a bridge from an 'old life' to a 'new life' at any stage, and at any scale.





Finally, enter the hydroponic container farms – a very new venture for Mountain Roots. We recently purchased four recycled shipping containers that are outfitted with hydroponic growing systems. We have just been awarded a 2-year Specialty Crop Block Grant from the Colorado Department of Agriculture (2022-2024) and will be field-testing this technology as a cold-climate growing solution for producing year-round specialty crops. Hydroponic farming is a “hot topic” and is rapidly growing as an industry, creating a high demand for a well-trained workforce that can demand premium wages for this specialty skill. Hands-on immersive training experience has been identified as a critical strategy for helping interested individuals enter into and sustain successful careers in farming, ranching, and agribusiness, and farming has been identified as a way to provide meaningful, enjoyable, and even therapeutic work for veterans.

“Work” is the operative word here – many Gunnison County veterans need steady incomes, but because of a variety of conditions, might not be able to take full time jobs. So we’ve partnered with Gunnison County Veteran’s Services to create a part-time employment position at Mountain Roots to provide a veteran with meaningful work where they will build new skills, enjoy the camaraderie of being part of a team, and experience the pride and satisfaction of bringing fresh, healthy, delicious food to our community. Mountain Roots’ Hydroponic Farm Manager Bailey Burgess will train and supervise the position, providing on-the-job training and day-to-day mentoring. Our team-focused work model and our history of working with non-traditional audiences means we can be and are prepared to be more flexible than other types of employment positions, accommodating changes in schedule due to personal or mental health concerns. Our experience with AmeriCorps members prepares us to take on unskilled but passionate people and we understand that the personal and professional growth of the individual is as much of an outcome of the project as the food they produce. We understand that Steve Otero will continue to provide the wrap around support outside of work that he does for all of the veterans with whom he works.

There’s an amazing organization called Vertical Harvest in Jackson Hole, Wyoming, that runs a hydroponic farm in a converted parking garage (read: huge) and that is fully staffed by developmentally disabled adults. Our partnership with Veteran’s Services is an innovative exploration that has the potential for even greater impact, opening the doors for traditionally underrepresented and differently abled audiences and those recovering from life-changing experiences such as military service, addiction, or domestic violence to receive job training, build skills, contribute to building food resources for our community. Our work innovates at the intersection of climate, food accessibility and economic inclusivity to leverage food as a medium for change.

Mountain Roots has collaborated in the design of this initiative and commits to contributing \$5,000 in cash from the Specialty Crop Block grant and \$7,763 in matching funds during the grant period (representing 0.15 FTE at \$45,000 + 15% fringe benefits for the staff time of Farm Manager Bailey Burgess). We will house the position, provide training, supervision, and day-to-day mentoring from our Farm Manager. The veteran will join a team of 20 passionate and mission-driven individuals and will have the opportunity to share the camaraderie that is our culture, including monthly Wellness Wednesdays, team-building staff meetings, leadership development, community events, ‘mob farming’ field trips to nearby farms, impromptu potlucks and picnics, and to learn about the wider range of food systems work, like environmental education and food security. In addition, we will work relentlessly with Steve Otero to secure the remaining funding needed for this role, and to add more positions for non-traditional employees as the program grows. We’re just getting the hydroponic farm project off the ground, and our business model suggests it will break even by year three, when the revenues from produce sales will be able to sustain up to four paid positions.

We recognize that a request for funding for a paid position might be atypical of a community grant, and we emphasize and hope we’ve convinced you that this is not a typical employment role. We strongly encourage your support of this project. Please feel free to contact me with any questions.

Sincerely,

Holly Conn  
Executive Director





## Veteran Farmer: Hydroponic Vegetable Production Assistant

### Openings: 1

**Eligibility: must be a U.S. Military Veteran**

**Location:** Gunnison, CO

**Position:** Part time, 20 hours per week

**Reports to:** Hydroponic Farm Manager, Bailey Burgess

**Compensation:** \$20/hour

Hydroponic Farm Manager: Bailey Burgess, [bailey@mountainrootsfoodproject.org](mailto:bailey@mountainrootsfoodproject.org)

Executive Director: Holly Conn, [director@mountainrootsfoodproject.org](mailto:director@mountainrootsfoodproject.org)

Veteran Services Officer: Steve Otero, [sotero@gunnisoncounty.org](mailto:sotero@gunnisoncounty.org)

### Position Snapshot

Mountain Roots seeks a US Military Veteran to fill a part time position that assists the production manager with organic food production in four hydroponic container farms that produce fresh culinary greens and herbs. The Production Assistant will participate in all aspects of crop management including, but not limited to: sowing, transplanting, harvesting, processing, and packaging fresh food to be sold in local markets. They are responsible for accurate record keeping and will document data and update various crop and harvest schedules in the digital Farmhand app. All growers conduct regular farm systems maintenance and cleaning, and maintain high standards in food safety and product quality.

### Will Train

Mountain Roots emphasizes hands-on, experiential learning, and will provide all training necessary to successfully and efficiently maintain a vertical hydroponic growing space. The right candidate is curious and eager to learn, able to work independently or with a small team (1-2 others), diligent and detail-oriented, likes working with plants, and is a creative problem-solver. For those with an interest in building leadership and responsibility, this position could offer an opportunity for growth, creativity, and innovation.

### About Us

**Mountain Roots Food Project** is a community food systems initiative in the central Rocky Mountains of Colorado. Mountain Roots manages a district-wide Farm to School program, regional Healthy Futures AmeriCorps program, Food Security program, Regenerative Agriculture program, and more. Gunnison County is a headwaters region of the Colorado River and includes the ski town of Crested Butte and the wide-open ranchlands and riverways of Gunnison.

We are significantly increasing the food resources in our rural mountain community and continue to expand our growing spaces to meet the rapidly growing demand for healthy, local food and to overcome challenges to cold-climate organic food production. Our fourteen-person farm team works with staff and volunteers to model, teach, and promote regenerative techniques that improve soil health and water conservation, build sustainable food systems, and promote environmental stewardship, community development, and equitable access to good food for all.

Mountain Roots is exploring emerging hydroponic technology to better understand its value and place in the future of food. We are developing a replicable model to demonstrate how hydroponic container farming can be a viable solution for cold climate food production that makes a positive contribution to overall resilience of our community. The farms provide a venue for emerging farmer training, for research and development of value-added organic crop products, and for the expansion of educational programming for children, volunteers, young adults, and community members.

Above all, the farms and growing spaces positively impact equitable access to healthy, nutritious food and promote community food security.



### The Hydroponic Production Assistant Can Expect to:

- How to grow vegetables and herbs indoors using hydroponic methods
- Crop management including: sowing, transplanting, maintaining, and harvesting plants, including post-harvest processing procedures like washing and sales
- Designing and implementing planting schedules to maximize production
- Plant nutrition, pH management
- Water testing and system calibration
- Identifying pests and incorporating sustainable pest management applications
- Maintaining a certified clean room and cleaning schedule
- System and equipment maintenance and observations
- Tool and equipment care, light building and mechanics
- Maintaining accurate records
- Lead tours, volunteer days, and meet-and-greets for farm visitors
- Support marketing and distribution plans including farmer's markets, farm stand, restaurant sales, and our annual farm-to-table fundraiser.
- Participate in organization-wide events and meetings, appropriately representing Mountain Roots on and off the farms.

### What We're Looking For:

- Working knowledge of and hands-on experience in small-scale organic / sustainable food production;
- A positive, can-do attitude;
- Dedication: Farm work and the care of living things requires patience and commitment to long term goals, and navigation of expected ups and downs and unexpected changes that occur during any growing season;
- Flexibility: Farming is dynamic, and must be able to shift gears quickly and efficiently;
- Collaboration: Farmers must be comfortable operating as members of a team;
- Inclusivity: Farmers must be sensitive to cultural, socio-economic, and other forms of diversity;
- Balanced ability to stay motivated and on-task while working work independently and to contribute as part of a team;
- Strives to improve own knowledge and skills, strives to improve quality of work and overall products
- Seeks and applies constructive and supportive feedback
- Willingness to take direction from superiors, as well as from volunteer and community constituency

### Physical Demands

- Lift 20-50 pounds regularly
- The ability to move safely over uneven terrain or in confined spaces
- The ability to wear protective gear correctly for most of the day
- The ability to use hands/fingers
- Standing for most of the shift
- Bright lights

### How to Apply: Applications are accepted by email only.

Please send two documents (word or PDF please) to: [bailey@mountainrootsfoodproject.org](mailto:bailey@mountainrootsfoodproject.org)

1) Resumé with contact information for two references

2) Prepare a letter of interest that explains:

- a) the value you will add to our team: your experience with farming/gardening or local food systems,
- b) your goals / what you'd like to learn; and
- c) three attributes your co-workers, friends, and family would all agree you possess, with examples.

Use "Hydroponics 2022 - NAME" in the subject of your email

Use "NAME\_Resume" and "NAME\_LetterofInterest" as the titles of your attachments.

### Application Deadline: open until filled

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

**Agenda Item:** Approval for Written Comments; Public Hearing, Col

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Liz Smith wants to submit written comments for a public hearing CDOR's Taxation Division is having on a proposed rulemaking change that would remove campgrounds from definitions of rooms and accommodations for LMD taxes

**Fiscal Impact:**

**Submitted by:** Melanie Bollig for Commissioner Smith **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: 5/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 5/17/2022

**COLORADO DEPARTMENT OF REVENUE  
OFFICE OF TAX POLICY**

**STATEMENT OF BASIS AND PURPOSE**

**Rooms and Accommodations**

**Rule 39-26-102(11)**

**1 CCR 201-4**

**Basis**

The statutory bases for this rule are sections 39-21-112(1), 39-26-102(11), and 39-26-122, C.R.S.

**Purpose**

The purpose of this rule is to amend the permanent rule defining the terms “room” and “accommodation.” Specifically, the rule adds a statement of basis and purpose. The rule also deletes “camp grounds” from the definition of an “accommodation.” Camp grounds are not specifically listed in section 39-26-102(11), C.R.S. Camp grounds also do not appear to be sufficiently similar to the listed types of accommodations in section 39-26-102(11), C.R.S., to be considered an “accommodation” within the meaning of that section. The rule also defines “auto camp,” which is a type of “accommodation.”

Finally, the rule strikes a sentence from the definition of “accommodation” describing an exemption from taxation. The sentence does not adequately describe the conditions for exemption, and the exemption applies equally to sales of “rooms” and sales of “accommodations.” Removing this sentence also avoids the potential for conflicts between this language and the rule specifically governing the exemption, Rule 39-26-704---4.

Parties wishing to attend or participate by video conference may obtain a link for connecting by sending an email to dor\_taxrules@state.co.us. Because of additional participation features provided by the video conference, we encourage participants to participate through the video conference. Participants are welcome to use a webcam to appear by video, but may also leave their video camera off. Parties wishing to attend or participate by teleconference should connect as follows: Phone Number: 1 669 900 6833 Meeting ID: 847 9951 1762

DEPARTMENT OF REVENUE  
Taxation Division  
SALES AND USE TAX  
1 CCR 201-4

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**Rule 39-26-102(11). Rooms and Accommodations.**

**Basis and Purpose.** The statutory bases for this rule are sections 39-21-112(1), 39-26-102(11), and 39-26-122, C.R.S. The purpose of this rule is to define the terms “room” and “accommodation” as those terms are used in section 39-26-102(11), C.R.S., and elsewhere in article 26 of title 39, C.R.S. The rule also defines “auto camp.”

(1) A “room” is a regular sleeping room or unit which is a part of a hotel, apartment hotel, inn, lodging house, guest house, motor hotel, motel, mobile home, dude ranch or guest ranch, for which a charge is made for its use.

(2) “Accommodation” includes the furnishing of space in any ~~camp grounds~~, auto camp, or trailer court or park, under any concession, permit, right to access, license to use, or any other agreement by or through which any such space may be used or occupied.

~~Accommodations are exempt from taxation if rented for at least thirty consecutive days during the calendar year or preceding year.~~

~~(See Rule 39-26-704-4.)~~

(3)

(a) An “auto camp” is a temporary, overnight lodging accommodation that specifically caters to persons traveling by motor vehicle, and that offers one or more of the following amenities:

(i) vehicle electricity supply;

(ii) vehicle water supply;

(iii) a vehicle sewage and waste water dump station; or

(iv) a temporary or permanent overnight shelter (such as a tent, yurt, teepee, or other shelter) provided by the owner or operator of the auto camp.

(b) A temporary, overnight lodging accommodation whose only amenity is stations for charging the engine of an electric vehicle is not an “auto camp.”

May 17, 2022

Colorado Department of Revenue  
Taxation Division  
P.O. Box 17087  
Denver, CO 80217-0087

Dear members of the rulemaking committee,

The Gunnison County Board of County Commissioners would like to submit the following comments for the committee to consider regarding the proposed changes to Rule 39-26-102(11) defining rooms and accommodations for the purpose of taxation in Local Marketing Districts and County Lodging Districts. Specifically, we wish to present evidence in support of retaining campgrounds in the definition of an "Accommodation" for the following reasons:

- 1) campgrounds are included in the definition of "auto camp" elsewhere in state statute;
- 2) omitting campgrounds from "auto camp" conflicts with historical definition and use of the term;
- 3) campgrounds are arguably "sufficiently similar" to other categories retained in the definition of "Accommodations";
- 4) the current definition of "Accommodations" does not require amenities be provided as a criterion for qualification;
- 5) the passage of HB22-1117 empowers local governments to use tax revenues from rooms and accommodations to address the impacts of tourism and enhance visitor experiences, both of which are relevant to visitors staying in campgrounds; and
- 6) innovations in the camping industry have placed increased demands on local governments, and taxes from campgrounds are an important and appropriate resource to address them.

**1. The proposed definition of "auto camp" conflicts with the way this term is defined elsewhere in state statute, specifically section 43-5-201.**

C.R.S. 43-5-201 for Transportation Highway Safety, Article 5 Part 2 on "Auto and tourist camps, hotels, and motels" defines "Auto camp" as follows: "any auto or tourist camp, *park or campsite*, tourist court, auto court, auto hotel, or trailer coach court owned, operated, controlled, or leased by any person, firm, association, or corporation for the purpose of renting, leasing, or otherwise providing parking sites or spaces for any motor vehicle, trailer, semitrailer, or trailer coach, irrespective of the number of parking sites or spaces provided. The term does not include mobile home parks with respect to spaces rented for the parking and hooking up of trailer coaches or mobile homes for use as residences" (emphasis ours).

Since the term is already defined in state statute, a more limited re-definition of auto camp in relation to taxation for rooms and accommodations is not only unnecessary, but it also produces contradictory definitions across different parts of state statute.

**2. The proposed definition of "auto camp" limits the term in a way that conflicts with its historical definition and use.**

The inclusion of "park or campsite" in the definition of auto camp provided in C.R.S. 43-5-201 is more accurate to the historical use of the term. In the early 20<sup>th</sup> century, this counter-establishment form of

leisure travel combined the newfound freedom of mobility afforded by the vehicle with the desire to explore remote places. The first auto campers carried tents and sleeping platforms in their vehicles while traveling in sparsely populated areas – primarily in the West – where access to travel accommodations was not always assured. Cars could transport the creature comforts of home for travelers who knew they may have to pull over and sleep in undeveloped areas. By the 1920's, thousands of private and municipal auto camps emerged to capitalize on this form of tourism, charging nightly fees that offered some amenities, but also a sense of community and camaraderie among visitors. Modest cabins at campgrounds, camper trailers, RV's and motels all evolved out of the original concept of auto camps, but the first auto camps were essentially campgrounds.

The proposed re-definition of auto camp does not account for the historic definition and use of the term and neglects to acknowledge how the auto- and car-camping that takes place in campgrounds today is an extension of the original auto camps. Most people who stay in campgrounds prioritize comfort and travel with more gear in their vehicle compared to those camping in the backcountry, where prioritizing comfort is impractical. This is consistent with the earliest historical examples of the auto camp in which travelers sought to mimic, to the extent possible, the comforts of home while on the road.

**3. Due to new innovations in the vehicular camping industry, campgrounds are arguably “sufficiently similar” to other taxable categories acknowledged in the definition of “Accommodations.”**

Overlanding vehicles and camper vans reflect an ongoing evolution of technology and innovation in the auto camp genre, as they allow travelers to bring many of the amenities of RV or camper trailer parks to campgrounds and campsites that do not have the same infrastructure. Many of the camper vans found at campgrounds are equipped with a bed, kitchenette, and other amenities associated with RV's. Similarly, vehicle rooftop tents, many of which have a hard shell and are rated for 4 seasons, represent a kind of hybrid between traditional ground tents and vehicle trailer campers.

With the continued improvement and popularity of hybrid and electric vehicles, people are now importing amenities like electricity (one of the criteria in the proposed re-definition of an auto camp for taxation purposes) that may not be provided by a campground. Solar panels and battery packs are becoming more common among campers. Vehicles like the hybrid version of the Ford F-150 carry up to 7.2KW of battery generator power; combined with a rooftop tent, camp kitchen in the truck bed, roto water tank, vehicle awning, etc., the experience of travelers in this vehicle at a campground is very similar to what a person would expect in a camper trailer at an RV park providing electricity and water.

The traveling amenities and innovations described above complicate the claim that campgrounds are not “sufficiently similar” to the narrower proposed re-definition of auto camps.

**4. It is not accurate to read the current definition of “Accommodation” as one that requires amenities or furnishings to be provided.**

As currently written, “‘Accommodation’ includes the *furnishing of space* in any auto camp” (emphasis ours). This is not the same as saying a space that is furnished [with something].

Selected definitions from the Oxford English Dictionary describe "furnish" (v.) as follows:

1. To fill, occupy, garrison (a place, etc.)
2. To fill, occupy (a position)

3. To supply, provide for (needs, occasions, expenses)
4. To provide or supply *with* (something necessary, useful, or desirable, either material or immaterial)
5. To supply with what is necessary
6. To fit up (an apartment, a house) with all requisite appliances, including a supply of movable 'furniture', which in modern use is the predominant notion
7. To provide, contribute, afford, supply, yield

The sixth definition acknowledges that “furnish” is most associated with supplying furniture or requisite appliances. This predominant use of the term “furnish” may explain an unintentional misreading in the current definition of “Accommodation” by neglecting other meanings such as “supply” or “provide.” As defined elsewhere in state statute, and as historical background illustrates, the definition and use of the term “auto camp” has traditionally included campgrounds. The current wording of the statute supports the interpretation that the only thing that must be supplied to fit the definition for taxation purposes is a “*space in any auto camp*” (emphasis ours). To interpret the current definition as requiring the “furnishing” of specific amenities or supplying anything but a “space” for a visitor would be a misreading, and to omit campgrounds from the definition of auto camp is ahistorical.

**5. The taxation of rooms and accommodations, the definitional subjects of this rulemaking hearing, are primarily relevant to Local Marketing Districts and County Lodging Districts. Taxation of campgrounds should be retained to reflect powers granted to local governments to mitigate impacts of tourism with those revenues.**

Revenue from rooms and accommodations in Local Marketing Districts and County Lodging Districts has traditionally been used for marketing to promote tourism and visitation. The unprecedented number of visitors accessing public lands and the backcountry since the pandemic has required many communities to shift resources away from marketing and to mitigate environmental impacts of visitors – including those staying in campgrounds – more aggressively. The legislative declarations in HB22-1117 Concerning the Use of Revenue from a Local Tax on Lodging, which has been signed into law, acknowledge the need for more resources to “address the social, cultural, and environmental issues related to tourism.” By expanding the allowable uses for these revenues in the interest of “facilitating and enhancing visitor experiences,” these funds can now be used for things like constructing bathrooms, trail maintenance, environmental stewardship on public lands, and education campaigns to protect our environment, water quality, and prevent catastrophic fire events.

Visitors staying in campgrounds are a significant demographic contributing to the need for these districts to increase environmental mitigation and stewardship efforts in response to impacts from increased numbers of tourists and visitors. The intention of legislation defining these districts has been expanded to include infrastructure and programmatic needs arising from visitors in campgrounds. As such, campgrounds should remain in the definitions of “auto camp” and “accommodations” for the purposes of taxation.

**6. New innovations in the campground industry suggest the resource demand on local governments will continue to increase due to camping. Taxes collected by Local Marketing Districts and County Lodging Districts for rooms and accommodations will continue to be an important and appropriate resource to meet these demands.**

In Gunnison County, the demand for camping has increased alongside visitation while the supply of campsites has decreased due to the environmental impacts sustained from more people frequenting these locations. In 2021, the Gothic area of the Gunnison National Forest moved away from dispersed camping to designated camping sites. This summer, in 2022, Kebler Pass and Brush Creek areas will follow suit.

The decrease in dispersed camping options and closure of some USFS campgrounds has been a boon to companies like Hipcamp, which allows landowners to create campsites on their private property that visitors can reserve online. Currently, this is an unregulated industry. Local governments will need resources to figure out how to account for this type of campground on private residential or agricultural land in land use codes, develop regulations that protect water quality (bathrooms are not always provided), and ensure hosts are educating visitors about things like fire restrictions. This reflects an increase in tourism impacts that the expanded allowable uses in HB22-1117 have empowered local governments to address with revenues collected by Local Marketing Districts and County Lodging Districts. It is important that evolutions in the campground industry exemplified by companies like Hipcamp be included in taxation for rooms and accommodation, as they are directly related to the impacts those revenues are used to mitigate.

Thank you for considering these suggestions as you continue deliberations on this proposed rulemaking change.

Sincerely,

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

**Agenda Item:** Resolution; Delegating to the County Manager Autho

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

A Resolution delegating to the County Manager authority to negotiate and execute contracts related to real property on behalf of the County.

**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:

Legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/11/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 5/13/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: County Manager Report

Agenda Date: 5/17/2022

**BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY  
RESOLUTION NO. 22-\_\_\_\_**

**A RESOLUTION DELEGATING TO THE COUNTY MANAGER AUTHORITY TO  
NEGOTIATE AND EXECUTE CONTRACTS RELATED TO REAL PROPERTY ON  
BEHALF OF THE COUNTY**

**WHEREAS**, the Board of County Commissioners is authorized pursuant to C.R.S. § 30-11-101(1)(b) to purchase and hold real property for the use of the County; and

**WHEREAS**, the Board of County Commissioners is authorized pursuant to C.R.S. § 30-11-101(1)(d) to make all contracts and do all other acts in relation to property; and

**WHEREAS**, C.R.S. § 25-3-304(1) requires that if a public hospital board of trustees acquires and holds real property by conveyance on transfer of title, then title to all lands must be in the name of the County; and

**WHEREAS**, on April 18, 2022 the Board of County Commissioners passed an oral motion delegating authority to the County Manager to negotiate and execute contracts for the purchase of real property, subject to Board review at the next reasonably available opportunity; and

**WHEREAS**, on May 3, 2022 the Board of County Commissioners passed on oral motion to delegate authority to the County Manager to negotiate and execute contracts for the purchase of real property to be used by Gunnison Valley Health, subject to Board review at the next reasonably available opportunity;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Gunnison County, Colorado that the County Manager is authorized and delegated the power to negotiate and execute contracts for the purchase of real property on behalf of the County for County purposes, including the purpose of use by Gunnison Valley Health, subject to Board review within thirty (30) days of either 1) the execution of a property purchase or sale agreement pursuant to this Resolution; or 2) the scheduled closing date of any real property transaction negotiated pursuant to this Resolution, whichever first occurs.

**INTRODUCED** by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and adopted this \_\_\_\_\_ day of May 2022.

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

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

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

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

Attest:

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

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

**Agenda Item:** Approval of Colorado Department of Transportation'

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

**Parties to the Agreement:** Gunnison County and Central Federal Lands

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

After each Federal project they provide an easement deed which gives us the authority for reconstruction, operation and maintenance. This easement is for Cottonwood Pass - CR #209

**Fiscal Impact:**

**Submitted by:** Marlene D. Crosby

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/12/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Report

Agenda Date: 5/17/2022



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

**Central Federal Lands Highway Division**

April 18, 2022

12300 West Dakota Avenue  
Suite 280  
Lakewood, CO 80228

In Reply Refer To:  
HFHD-16

Marlene Crosby  
Deputy County Manager  
Gunnison County Manager's Office  
200 E. Virginia Avenue  
Gunnison, CO 81230

Dear Ms. Crosby:

Enclosed please find a Department of Transportation Highway Easement Deed for CO FLAP 209(1), also known as Cottonwood Pass Road.

This deed was reviewed, signed by the Central Federal Lands Acting Division Director, and notarized. Once the deed has been signed by the authorized city official and recorded, please return a scanned copy of the recorded document to me.

If you have any questions or concerns, please contact me directly at 720-963-3694.

Sincerely yours,

Ray Golden  
Right of Way Specialist  
[ray.golden@dot.gov](mailto:ray.golden@dot.gov)

Enclosures:  
Highway Easement Deed for CO FLAP 209(1)



If any subsequent survey of said existing Forest Highway shows that any portion crosses Forest Service land not described herein, this Highway Easement Deed shall be amended to include the additional lands traversed.

County Road 209 is more particularly depicted on the attached EXHIBIT 2B and further subject to the following terms, conditions, and covenants attached herewith and made a part thereof as stated in Exhibit 1. The road is the monument.

Said easement being more particularly described as follows:

Parcel 1

A strip of land 100 feet wide the sidelines of which are parallel and concentric with said County road, the sidelines of said strip of land are to be lengthened or shortened to eliminate any gaps or overlaps, also are to begin and end at the cited lines as shown on EXHIBIT 2B.

Parcel 2

A strip of land varying in width to maintain, the sidelines of which are parallel with said County road, the sidelines of said strip of land are to be lengthened or shortened to eliminate any gaps or overlaps, also are to begin and end at the cited lines as shown on EXHIBIT 2B.

Together with:

All man-made features, including cut and fill slopes and drainage structures adjacent to the roadbed of said highway.

Excepting therefrom:

All intersecting roads, adjacent roads, trailheads, trails, Forest Service administrative sites, and irrigation ditches adjacent to the roadbed of said existing road. Also, any portion of said easement upon non-National Forest land.

Subject to the following terms, conditions, and covenants:

1. This right-of-way easement is subject to existing rights as of the date of this grant and the Grantee shall obtain such rights as may be necessary relating to any such outstanding valid claims.
2. Comply with the National Environmental Policy Act of 1969 (42 U.S.C. 332, et seq.) and any other applicable Federal environmental laws, including the National Historic Preservation Act (16 U.S.C. 470(f)), and 23 U.S.C. 138.
3. The easement herein granted is limited to use of the described right of way and the space above and below the established grade line of the highway for the purpose of reconstruction, operation, and maintenance of the existing highway and does not include the grant of any rights for non-highway purposes or facilities:
  - a. Provided, the Forest Service retains the rights to use or authorize the use of any portion of the right of way for non-highway purposes, except where such use would be inconsistent

- with the provisions of Title 23 of the United States Code and of the Federal Highway Administration regulations issued pursuant thereto, or would interfere with the free flow of traffic or impair the full use and safety of the highway, and in any case, the Grantee and the Department shall be consulted prior to the exercise of such rights, and;
- b. Provided further, that nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture signs on the portions of the right of way outside of construction clearing limits.
4. The Grantee shall maintain the right of way and highway facilities to acceptable standards of repair, orderliness, neatness, sanitation and safety.
  5. Consistent with AASHTO highway safety standards, the Grantee shall:
    - a. Protect and preserve the soil, vegetative cover and scenic and esthetic values within the right of way outside of construction limits;
    - b. Provide for the prevention and control of soil erosion within the right of way and adjacent lands that might be affected by the reconstruction, operation or maintenance of the existing highway;
    - c. Vegetate and keep vegetated with suitable species, all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed where it is deemed necessary by a joint review between the Forest Supervisor and the Grantee prior to the completion of the highway;
    - d. Maintain all erosion control features appurtenant to the highway. This provision shall also apply to slopes that are reshaped following slides that occur during or after construction;
    - e. Maintain the right of way clearing by means of chemicals only after consultation with the Forest Supervisor. Consultation must address the time, method, type and quantity of chemicals, and the exact portion of the right of way to be chemically treated;
    - f. Comply with all Federal, State and local laws and regulations existing, or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported or stored within the right of way. Promptly and properly clean up, mitigate, and remedy, if necessary, all spills of petroleum products, hazardous materials, or other chemical or biological products;
    - g. Grantee shall not use the right of way for disposal of toxic or hazardous material, including asphalt.
    - h. The Grantee shall not establish borrow, sand, or gravel pits; stone quarries; permanent storage areas; or sites for highway operation and maintenance facilities, camps, supply depots, or disposal areas within the right of way without first obtaining approval of the Forest Supervisor.

6. The Grantee does hereby covenant and agree that it shall not transfer or assign any interest granted hereby without the prior written consent of the Department, to be granted or withheld in its sole discretion.
7. The Grantee will obtain approval from the Forest Supervisor before any merchantable timber can be cut or any other resource removed for roadway maintenance purposes.
8. The Grantee will provide an opportunity for the Forest Supervisor to review plans for any significant realignment or reconstruction of the highway within the easement.
9. The Grantee, in consideration of the grant of this easement, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) shall be complied with in that:
  - a. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed;
  - b. The Grantee shall use said easement and right of way so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and said regulations as may be amended.
10. In the event the easement of right of way granted hereby should no longer be needed or used by the Grantee for the highway uses contemplated herein, or is used by the Grantee, its successors or assigns, for any purpose not contemplated by this deed without prior written authorization from the Department, the easement shall immediately terminate and the right of way and any facilities thereon shall revert to and vest in and become the absolute property of the United States of America, or its successors or assigns, as such interest existed prior to this instrument. In the event the easement of right of way granted hereby should no longer be needed by the Grantee, the Grantee shall timely provide written notice to the Department acknowledging the reversion of the right of way termination of the easement.
11. In the event of a reversion, the Grantee shall reasonably restore the land subject to the easement to the condition which existed prior the transfer and be responsible for its protection and maintenance until such time as the Grantee executes and records a quitclaim deed documenting the termination of the easement and the reversion of title in the United States.
12. The Grantee shall reestablish or restore public land monuments disturbed or destroyed by construction, reconstruction, or maintenance according to instructions of the Bureau of Land Management, Department of the Interior. Other land monuments and property corners or witness markers shall not be damaged, destroyed, or obliterated without the prior permission of the Regional Forester and shall be relocated or reestablished in accordance with standards satisfactory to the Regional Forester.

13. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the Grantee, or any person working on his behalf, on public or federal land shall be immediately reported to the Forest Service authorized officer. Grantee shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the Forest Service authorized officer. An evaluation of the discovery will be made by the Forest Service authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Grantee will be responsible for the cost of the evaluation and any decision as to proper mitigation measures will be made by Forest Service authorized officer.

IN WITNESS WHEREOF, I, Curtis R. Scott <sup>Acting</sup>, Division Director, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

*Curtis R. Scott*

*Acting*  
Federal Highway Administration  
Division Director

County of Jefferson State of Colorado,  
Before me personally appeared said Easment Dad and acknowledged the foregoing instrument to be his free act and deed this 12 day of April, 2022.

(Seal)



*Jody Forman*  
Notary Public  
My commission expires Jan 10, 2026

Certificate of Acceptance

In compliance with the conditions set forth in the foregoing Deed, County of Gunnison, State of Colorado, certifies, and by the acceptance of this Deed, accepts the right of way over certain land herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed. This is to certify that the interest in real property conveyed by the within deed or grant dated \_\_\_\_\_, from the United States of America, acting by and through the Department of Transportation, Federal Highway Administration to the County of Gunnison, a political subdivision is hereby accepted by order of the Board of Commissioners on \_\_\_\_\_, and the grantee consents to recordation thereof by its duly authorized officer.

\_\_\_\_\_  
Chair  
Gunnison County Board of Commissioners

\_\_\_\_\_  
Date

State of Colorado, County of Gunnison, on \_\_\_\_\_, before me \_\_\_\_\_, Notary Public, personally appeared, \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

Exhibit 1

STIPULATIONS

The Grantee shall:

1. Before any clearing of the right-of-way or construction of the highway commences:
  - a. Prepare, in cooperation with the Regional Forester, a fire protection plan that sets forth in detail the fire prevention, presuppression, and suppression measures that will be taken by the Grantee, its employees, contractors, and subcontractors, and their employees in all operations during the construction stage. The fire plan shall be made available to all bidders prior to letting contract and the Grantee shall cause its contractors to comply with all provisions of the fire plan and of all burning permits issued for disposal of flammable materials.
  - b. Prepare, in cooperation with the Regional Forester, a clearing plan that sets forth in detail the procedures and standards that will apply to (1) all clearing and disposal of merchantable timber and young growth in the right-of-way and (2) debris disposals, including debris removal from all streams. Such plan shall include provision for payment by the Grantee or its contractors for the merchantable timber on lands of the United States to be cut, used, or destroyed in the construction of the highway or in clearing of said right-of-way. Payment for merchantable timber shall be at appraised value as determined by the Regional Forester: provided that the Regional Forester may dispose of the merchantable timber to other than the Grantee or its contractors at no stumpage cost to the Grantee or its contractors.
  - c. Prepare, in cooperation with the Regional Forester, a landscape and erosion control plan with the objective of protecting, restoring, or enhancing the roadside landscape, protecting soil, and protecting or reestablishing vegetative cover. Such plan shall, when appropriate, provide for vegetating cuts, fills, and other areas damaged as a result of highway construction; maintenance or operation; and for terraces, drainage, waste disposal areas, soil replacement, and other related requirements necessary to achieve the objective.
2. Comply with the following recommendations of the Colorado Parks and Wildlife and Forest Service for wildlife and fish management:
  - a. Take all necessary precautions to avoid damage to fish habitat and exercise every reasonable precaution to prevent muddying or silting live streams. For the purpose of these stipulations Pass Creek shall be considered a live stream.

- b. Not deposit material removed from the roadway or channel changes in live streams or into the streams or stream channel where it would be washed away by high stream flows.
  - c. Not haul materials, including logs, brush, and debris by fording live streams, but shall provide temporary bridges or other structures for this purpose.
  - d. Not operate mechanized equipment in live streams, except as may be required to construct bridges, retaining walls, or channel changes as stipulated.
  - e. Not allow oil or greasy substances originating from construction operations to enter or be placed where they may later enter a live stream.
3. Dispose of waste material resulting from slides during and after construction and surplus material at locations approved by the Forest Supervisor. A plan showing the proposed method of disposal shall be submitted by the Grantee at the time approval is requested.
4. Treat sections of existing road, to be abandoned as a result of the proposed new construction, as designated by the Forest Supervisor, to restore them to their natural state. The necessary treatment shall be determined during a joint review between the Forest Service and the Grantee and may include ripping of roadbed, removal of drainage structure, and opening drainage channels. Plans and specifications as mutually deemed appropriate to accomplish the objective shall become a part of this stipulation.
5. Provide standard highway signs to identify the following locations:
  - a. Two approach signs for "Timberline Trail Crossing"
  - b. Appropriate signage for the day use area to be constructed (Vista Road Parking Area).
5. Permanently monument the right-of-way in accordance with State requirements for such right-of-way before completing construction.
6. Reestablish or restore public land monuments disturbed or destroyed by construction, reconstruction, or maintenance according to instructions of the Bureau of Land Management, Department of the Interior. Other land monuments and property corners or witness markers shall not be damaged, destroyed, or obliterated without the prior permission of the Regional Forester and shall be relocated or reestablished in accordance with standards satisfactory to the Regional Forester.

REG	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
2	CO	CO FLAP 209(1) Cottonwood Pass	1	2



**NOTE:**  
Distances are stated in the US Survey Foot, and are grid distances based on State Plane Coordinates, Lambert Conic Conformal, NAD 83/ Colorado Central Zone. This exhibit does not represent a monumented survey and is intended only to depict the attached property description



South Quarter Corner for Section 9,  
T.14S., R.82W., 6th P.M.  
(N 1367838.678ft, E 2700636.407ft)  
3" Aluminum cap marked:

T.14S., R.82W.  
S9 1/4 -----O-----  
S16

The Corner common to Sections 9, 10, 16 and 15  
T.14S., R.82W., 6th P.M.  
(N 1367825.256ft, E 2703266.504ft)  
3" brass cap marked:

T14S R82W  
S9 S10  
-----+-----  
S16 S15

US Department of the Interior,  
Bureau Of Reclamation, 1986  
G.J.P.O.

US Department of the Interior,  
Bureau Of Land Management  
U.S. Cadastral Survey, 1960

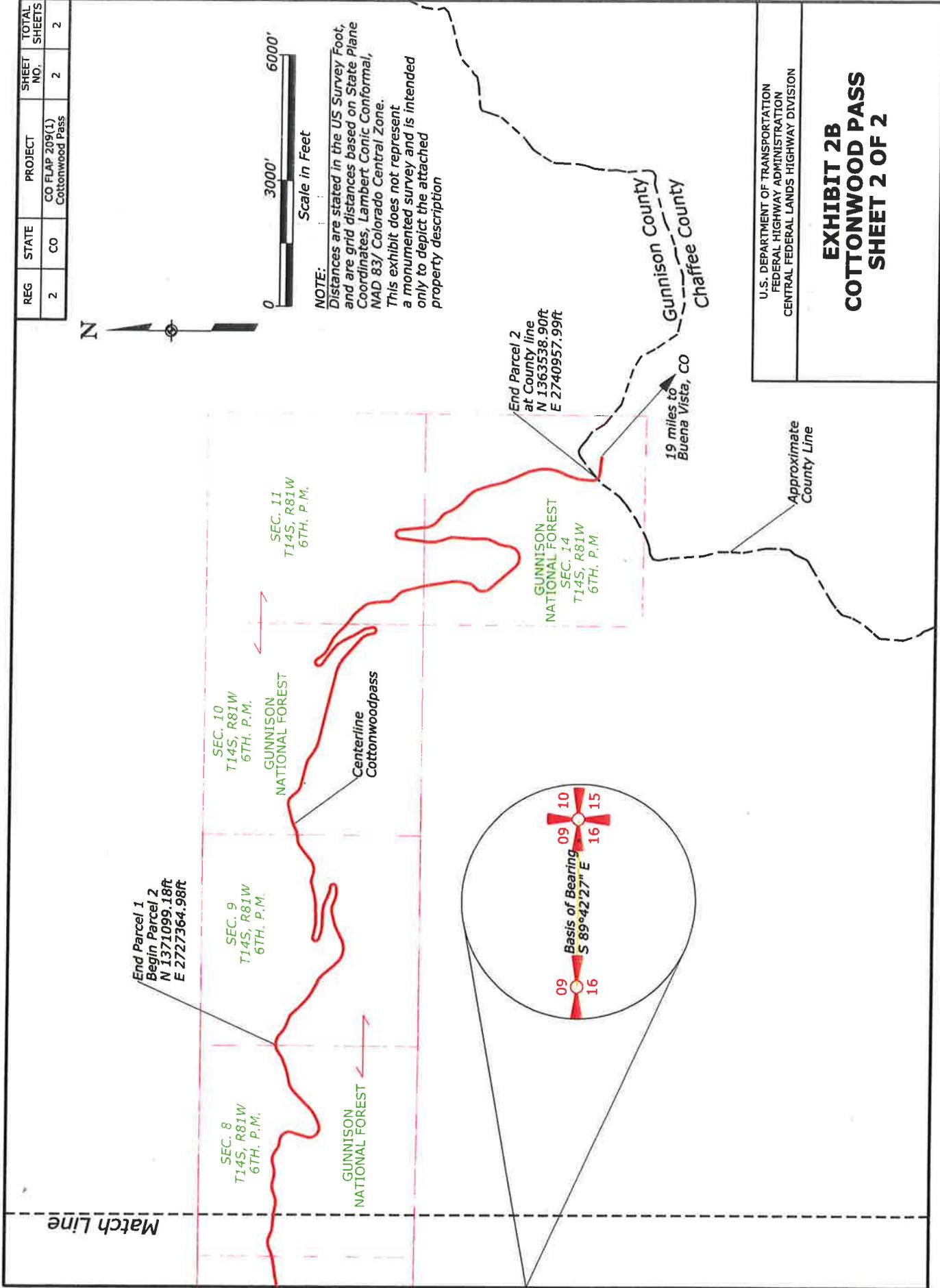
## EXHIBIT 2B COTTONWOOD PASS SHEET 1 OF 2

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
CENTRAL FEDERAL LANDS HIGHWAY DIVISION

REG	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
2	CO	CO FLAP 209(1) Cottonwood Pass	2	2



**NOTE:**  
Distances are stated in the US Survey Foot, and are grid distances based on State Plane Coordinates, Lambert Conic Conformal, NAD 83/ Colorado Central Zone. This exhibit does not represent a monumented survey and is intended only to depict the attached property description



U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
CENTRAL FEDERAL LANDS HIGHWAY DIVISION

## EXHIBIT 2B COTTONWOOD PASS SHEET 2 OF 2

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

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**Agenda Item:** Request from Colorado Parks and Wildlife; for Exte

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

CPAW is requesting the discounted rate that was extended to CDOT for road kill be extended to ranchers in the CCAA program

**Fiscal Impact:**

**Submitted by:** Marlene D. Crosby

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM report

Agenda Date: 5/17/2022

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## Marlene Crosby

---

**From:** Seward - DNR, Nathan <nathan.seward@state.co.us>  
**Sent:** Wednesday, April 20, 2022 9:24 AM  
**To:** Marlene Crosby; Diamond, Brandon  
**Subject:** Fwd: Carcass Disposal at County Landfill  
**Attachments:** Carcass Disposal\_CCAA Participants\_02072022\_BD.docx

[EXTERNAL SENDER - USE CAUTION]

Good morning Marlene,

I'd like to make a formal request for the BOCC to consider extending the discounted rate in place for CDOT and CPW for wildlife carcass disposal to agricultural producers participating in the CCAA program or agricultural waste. I don't know what kind of volume we can realistically expect, so CPW would like to start small with just the ranchers in the CCAA program, approximately 30 properties. If the cost is relatively low for CPW to cover and doesn't overwhelm our and landfill staff then in the future we'd like to possibly extend the discount or program to all Gunnison Basin agricultural producers. Disposing of carcasses will help us be proactive in reducing wildlife conflict with agriculture, such as current bear issues and possibly help if or when wolves are restored to western Colorado.

Thank you for considering -

Nathan

----- Forwarded message -----

**From:** Seward - DNR, Nathan <nathan.seward@state.co.us>  
**Date:** Tue, Feb 15, 2022 at 2:46 PM  
**Subject:** Carcass Disposal at County Landfill  
**To:** <mcrosby@gunnisoncounty.org>, <brandon.diamond@state.co.us>

Marlene,

Thank you for chatting with me today. Colorado Parks and Wildlife appreciates the ability to dispose of road-kill carcasses and other potential wildlife that we may have euthanized at the County landfill for a discounted rate under the current CDOT/CPW agreement with the County. It sounds like the current agreement is working well and not overwhelming landfill staff. It's hard to predict how many carcasses need to be disposed of annually based on weather and traffic volume, but CPW believes properly disposing of carcasses will reduce complaints from citizens of unsightly piles and may also reduce food subsidies of potential Gunnison sage-grouse predators (i.e., coyotes, foxes, ravens, etc).

Recent discussion at the Gunnison Basin Sage-grouse Strategic Committee led to the question about whether agricultural carcasses could be disposed of at the County landfill at a discounted rate? Many members of the committee felt proper disposal of carcasses could also help reduce predation of Gunnison sage-grouse. CPW is willing to cover the cost associated with agricultural carcasses for approximately 30 landowners participating in the Candidate Conservation Agreement with Assurances (CCAA) program. Depending on cost and demand, CPW might be able to expand coverage of disposal to all agricultural producers in the Gunnison Basin after a trial year. We are currently exploring ideas on how to minimize the burden to agricultural producers, such as hiring a technician to collect carcasses. We feel having a dedicated technician is likely the best way to make sure this effort is successful.

During the March 1st meeting, I sincerely request that the BOCC consider expanding the discounted rate to CPW and agricultural producers participating in the CCAA program to help dispose of agricultural carcasses (i.e., horses, mother

cows, calves, etc.) and further reduce potential food subsidies of predators. This approval would help address a Priority 2 action identified in the Gunnison Sage-grouse Recovery Plan - "*Assess areas of occupied habitat for high impacts from predators, then develop and implement strategic and collaborative predator management (Criterion 1). Techniques include and are not limited to minimizing subsidies (roadkill, livestock mortalities, landfills, etc.).*"

If approved, an additional list would need to be maintained at the landfill differentiating among CDOT, CPW, and CPW-Agriculture-related carcasses. I personally can handle billing for CPW either annually or a couple times a year.

Thank you for your time and consideration,

Nate

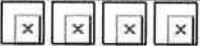
PS - I attached a draft letter that CPW would mail to CCAA participants. Any insight or feedback would be appreciated - thank you.

--

**Nathan W. Seward**  
**Wildlife Conservation Biologist**



P 970.641.7882 | C 970.596.9337  
Gunnison Field Office  
300 W. New York Ave.  
Gunnison, CO 81230  
[Nathan.Seward@state.co.us](mailto:Nathan.Seward@state.co.us) | [cpw.state.co.us](http://cpw.state.co.us)



--

**Nathan W. Seward**  
**Wildlife Conservation Biologist**



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**COLORADO**

**Parks and Wildlife**

Department of Natural Resources

Gunnison Office  
300 W. New York  
Gunnison, CO 81230  
P 970.641.7060 | F 970.641.7883

Agricultural Producer  
XXXX  
Gunnison, CO 81230

7 February 2022

RE: Agricultural Carcass Disposal at Gunnison County Landfill

CCAA Participant,

In 2021, the Gunnison Board of County Commissioners approved a discounted rate to the Colorado Department of Transportation (CDOT) and Colorado Parks and Wildlife (CPW) for disposal of road-killed animal carcasses at the County landfill. This subsidy was partially intended to help mitigate issues that were arising for private landowners whose land was proximate to carcass disposal sites during years of high road-kill volume. It was also intended to help reduce the potential for additional wildlife-vehicle collisions as scavenging animals' fed on road-kills. Specific to Gunnison sage-grouse conservation, enhanced road-kill management is intended to help reduce food subsidies that may be artificially increasing the number of predators across the landscape such as coyotes, red foxes, ravens, crows, and black-billed magpies.

To further these efforts, Colorado Parks and Wildlife is requesting that landowners participating in the Gunnison Sage-grouse Candidate Conservation Agreement with Assurances (CCAA) program consider voluntarily disposing of agricultural carcasses at the County landfill (1000 County Road 42C) rather than private pits. We understand this will take time and money; however to help encourage participation, Colorado Parks and Wildlife is offering to cover the cost of disposal. Our intention is to make this as convenient as possible and a free service. When disposing of carcasses at the landfill, please inform the attendant that you desire to take advantage of "CPW's Gunnison Sage-grouse CCAA" account. The attendant will record the number of carcasses or poundage and apply it to CPW's account. At this time, CPW is offering this program to CCAA participants, but hopes to expand the program after assessing the initial efficacy and annual cost. Not only is this program likely to benefit sage-grouse, but it may also provide benefit to agricultural producers by reducing concentrations of predators and scavengers during certain times of year, such as calving season.

Another potential option for disposing of larger quantities of agricultural carcasses and by-products is that the Natural Resources Conservation Service (NRCS) provides opportunities for assistance constructing animal mortality facilities through participation in the Environmental Quality Incentives Program (EQIP). Options include incinerators, composting, and static storage facility types that address resource concerns associated with limited storage

solutions. For additional details about these facilities and the Environmental Quality Incentives Program, please contact Dan Olson at (970) 707-3045 or by email at: [daniel.olson@usda.gov](mailto:daniel.olson@usda.gov)

If you have ideas or suggestions on how to develop this process, please feel free to contact me at 970-641-7882 or by email at: [Nathan.Seward@state.co.us](mailto:Nathan.Seward@state.co.us)

Sincerely,



Nathan Seward  
Wildlife Conservation Biologist - Gunnison

Cc: Brandon Diamond, Area Wildlife Manager - Gunnison  
Marlene Crosby, Deputy County Manager

Gunnison County Landfill

1000 Co Rd. 42C

Gunnison, CO 81230

Phone: (970) 641-5522

**Hours:**

Winter hours (Dec. 7 - March 14): Monday - Friday 8AM - 4PM

Saturday - only first Sat. of Dec., Jan., Feb., and March

Sunday - closed

Gunnison sage-grouse hours (March 15 - May 15): Monday - Friday 9AM - 4PM

Saturday - 9AM - 3PM

Sunday - closed

Summer hours (May 16 - Dec. 6): Monday - Friday 8AM - 4PM, Saturday - 8AM - 3PM

Sunday - closed

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

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**Agenda Item:** Treasurer's Report

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Present Monthly and Investment Reports

**Fiscal Impact:**

**Submitted by:** Debbie Dunbar

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 5/17/2022

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**TREASURER'S MONTHLY REPORT FOR APRIL 2022**

<b>FUNDS</b>	<b>BEGINNING BALANCE</b>	<b>RECEIPTS</b>	<b>DISBURSEMENTS</b>	<b>ENDING BALANCE</b>
	\$	\$	\$	\$
<b>COUNTY FUNDS</b>				
Due from Tre-County General	9,964,960.93	2,751,839.80	(1,290,089.91)	11,426,710.82
Due from Tre-Road & Bridge	2,934,839.93	43,413.25	(120,778.87)	2,857,474.31
Due from Tre-Human Services	496,294.08	87,704.27	(4,105.52)	579,892.83
Due from Tre-Public Health Agency	207,590.41	128,793.55	(165,181.38)	171,202.58
Due from Tre-Conservation Trust	149,811.78	-	(8,650.02)	141,161.76
Due from Tre-Bond Fund	877.49	-	(4.00)	873.49
Due from Tre-Airport	2,505,896.49	378,546.42	(14,246.48)	2,870,196.43
Due from Tre-Sales Tax	4,644,609.21	258,252.24	(22,357.72)	4,880,503.73
Due from Tre-Land Preservation	1,086,066.47	51,520.61	(5,182.38)	1,132,404.70
Due from Tre-Mosquito	66,819.01	11,766.33	(16,195.35)	62,389.99
Due from Tre-Sage Grouse	199,754.38	-	(5,453.54)	194,300.84
Due from Tre-Risk Management	256,241.48	-	(1,167.33)	255,074.15
Due from Tre-Airport Construction	4,097,766.28	12.95	(1,561,031.96)	2,536,747.27
Due from Tre-Capital Projects	283,598.09	-	(11,241.37)	272,356.72
Due from Tre-Sewer	1,617,774.20	186,064.62	(253,136.22)	1,550,702.60
Due from Tre-Water	821,246.50	81,812.51	(4,471.56)	898,587.45
Due from Tre-Solid Waste	266,273.38	92,148.23	(150,163.57)	208,258.04
Due from Tre-Housing Authority	877,425.45	9,539.12	(14,947.88)	872,016.69
Due from Tre-Gunn Sr Housing	31,791.39	7,699.00	(38,507.53)	982.86
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	1,698,865.30	95,401.55	(8,540.77)	1,785,726.08
Due from Tre-Internal Service II	878,852.90	7,570.36	(8,019.96)	878,403.30
Due from Tre-Insurance Trust	1,718,727.38	12,697.03	(8,180.25)	1,723,244.16
Due from Tre-Local Marketing District	1,793,134.32	68,514.47	(8,480.90)	1,853,167.89
Due from Tre-Rural Trans Auth	7,191,933.55	4,394.14	(519,793.60)	6,676,534.09
Due from Tre-Public Trustee Agency	3,832.51	9,666.40	-	13,498.91
Due from Tre-Series 2010 Bond Reserve	237.45	-	(1.08)	236.37
Due from Tre-Terminal Construction	741,920.27	-	(3,379.88)	738,540.39
Due from Tre-Courthouse Renovation	69.19	-	-	69.19
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	550.00	(550.00)	-
Due from Tre-Treas Fees	-	201,081.27	(201,081.27)	-
Due from Tre-Health Claims	64,229.77	149,882.55	(149,882.55)	64,229.77
Due from Tre-Landfill Closure	1,065,960.02	3,893.57	(4,873.81)	1,064,979.78
Due from Tre-Landfill Cons Resv	909,065.37	14,485.01	(4,207.31)	919,343.07
Due from Tre-Payroll Clearing	17,021.18	789,327.23	(792,378.95)	13,969.46
Due from Tre-Sewer Reserve	96,136.00	-	-	96,136.00
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	13,597.47	-	(61.94)	13,535.53
Due From Tre-Housing Authority Restricted Deposits	11,000.00	-	-	11,000.00
Due From Tre-Housing Authority Restricted Cash #2	277,625.29	-	-	277,625.29
Due from Tre-Accounts Payable Clearing	94,806.94	4,076,429.36	(3,940,651.69)	230,584.61
Due from Tre-Finance Revenue Clearing	-	2,448,454.33	(2,448,005.78)	448.55
Due from Tre-Water Resource	58,424.17	-	(266.16)	58,158.01
Due from Tre-Workforce Impact Fees	-	-	-	-
Due from Tre-Living Community	104,937.52	195,968.50	(108,364.53)	192,541.49
<b>COUNTY FUNDS TOTAL</b>	<b>47,334,600.75</b>	<b>12,167,428.67</b>	<b>(11,893,633.02)</b>	<b>47,608,396.40</b>
<b>CITIES AND TOWNS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Due from Tre-Crested Butte General	50,453.07	80,132.60	(52,035.25)	78,550.42
Due from Tre-Crested Butte Street/Alley	143,760.69	244,754.40	(151,515.58)	236,999.51
Due from Tre-Gunnison City General	38,711.84	114,675.69	(41,008.36)	112,379.17
Due from Tre-Marble General	2,849.19	3,735.72	(2,920.60)	3,664.31
Due from Tre-Mt Crested Butte General	196,787.10	291,389.95	(232,281.13)	255,895.92
Due from Tre-Pitkin General	3,388.46	5,162.48	(3,488.74)	5,062.20
<b>CITIES AND TOWNS TOTAL</b>	<b>435,950.35</b>	<b>739,850.84</b>	<b>(483,249.66)</b>	<b>692,551.53</b>
<b>SCHOOLS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Due from Tre-Gunn RE1J Gen	530,551.03	3,000,768.11	(593,061.72)	2,938,257.42
Due from Tre-Gunn RE1J Bond	157,376.23	1,082,177.83	(177,964.59)	1,061,589.47
Due from Tre-Delta 50J General	12,498.79	334,987.70	(13,322.32)	334,164.17
Due from Tre-Delta 50J Bond	1,259.78	61,364.45	(1,259.78)	61,364.45
Due from Tre-Montrose RE1J General	5,545.84	22,495.49	(5,600.35)	22,440.98
Due from Tre-Montrose RE1J Bond	630.58	2,884.62	(630.58)	2,884.62
Due from Tre-Reij 2014 Mill Override	78,311.98	543,711.49	(89,944.66)	532,078.81

<b>SCHOOLS TOTAL</b>	786,174.23	5,048,389.69	(881,784.00)	4,952,779.92
<b>IMPROVEMENT DISTRICTS</b>	\$	\$	\$	\$
Due From Tre-Gunn Rising #2	1.32	233.87	(8.30)	226.89
Due From Tre-Gunn Rising #3	-	0.44	(0.01)	0.43
Due From Tre-Gunn Rising #4	-	0.44	(0.01)	0.43
Due from Tre-CO River Water CD	49,346.12	92,525.99	(53,603.23)	88,268.88
Due from Tre-Reserve MD2	42,163.28	37,618.40	(43,262.10)	36,519.58
Due from Tre-Mt Crested Butte DDA	134,296.65	227,329.41	(141,185.89)	220,440.17
Due from Tre-Bostwick Park Water CD	386.13	619.77	(404.26)	601.64
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	44,825.39	65,361.22	(47,066.93)	63,119.68
Due from Tre-Mt CB Water/San	157,715.30	240,530.91	(186,743.38)	211,502.83
Due from Tre-East River Regional SD	15,875.67	22,389.79	(16,622.06)	21,643.40
Due from Tre-Cemetery	19,624.41	47,417.31	(21,031.09)	46,010.63
Due from Tre-Gunn Co Metro Rec Dist	94,603.82	167,372.01	(102,591.15)	159,384.68
Due from Tre-N Fork Water CD	533.26	7,295.47	(749.10)	7,079.63
Due from Tre-Skyland MD	115,269.61	141,033.22	(119,393.62)	136,909.21
Due from Tre-Upper Gunn Water CD	180,253.49	321,472.80	(195,611.89)	306,114.40
Due from Tre-Crested Butte Fire PD	463,471.24	720,060.43	(507,121.64)	676,410.03
Due from Tre-Gunn Co Fire PD	92,599.00	173,312.59	(97,681.13)	168,230.46
Due from Tre-Carbondale & Rural Fire PD	24,385.02	31,752.19	(25,302.58)	30,834.63
Due from Tre-Ragged Mt Fire PD	4,233.06	37,508.41	(5,339.48)	36,401.99
Due from Tre-Arrowhead Fire PD	7,334.20	10,497.59	(7,641.65)	10,190.14
Due From Tre-Library General Fund	187,518.20	350,874.93	(203,662.37)	334,730.76
Due From Tre-Reserve MD#2 BOND 2016A	187,336.71	104,295.98	(190,372.68)	101,260.01
Due From Tre-North Fork Ambulance Health Service D	9,538.55	84,272.56	(12,029.41)	81,781.70
Due From Tre-Reserve MD #2 BOND 2016B	16,395.91	14,636.87	(16,823.46)	14,209.32
Due From Tre-Reserve MD #2 BOND 2016C	14,350.19	12,808.89	(14,724.35)	12,434.73
Due From Tre-Crested Butte Fire PD Bond	256,317.47	391,189.57	(280,157.60)	367,349.44
<b>IMPROVEMENT DISTRICTS TOTAL</b>	2,118,374.00	3,302,411.06	(2,289,129.37)	3,131,655.69
<b>MISC CONTROL</b>	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	538,083.70	491,445.97	(501,298.94)	528,230.73
Due from Tre-Clerk Sales Tax	15,696.52	53,039.01	(68,735.53)	-
Due from Tre-SOT	-	257,541.20	(257,541.20)	-
Due from Tre-State Auto	-	192,039.52	(192,039.52)	-
Due from Tre-Clerk ST Domestic Abuse	-	120.00	(120.00)	-
Due from Tre-Clerk State Registrar	-	18.00	-	18.00
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	1,022.00	(1,022.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	13,657.55	-	-	13,657.55
Due from Tre-Inmate Trust	21,069.34	3,781.09	(41,781.35)	(16,930.92)
Due from Tre-Investment Interest	-	295,011.84	(295,011.84)	-
Due from Tre-Treas Deed	2,746.04	500.00	(705.96)	2,540.08
Due from Tre-Unused Remittances	5,908.34	91,230.00	(91,230.00)	5,908.34
Due from Tre-Elected Official Fees Clrg	18,590.82	44,383.38	(39,864.45)	23,109.75
Due from Tre-GV Regional Housing Authority	-	-	-	-
<b>MISC CONTROL TOTAL</b>	615,752.31	1,430,132.01	(1,489,350.79)	556,533.53
<b>GRAND TOTALS</b>	<b>51,290,851.64</b>	<b>22,688,212.27</b>	<b>(17,037,146.84)</b>	<b>56,941,917.07</b>

TO THE HONORABLE JONATHAN HOUCK , CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, IN THE STATE OF COLORADO:

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of April 2022.

\_\_\_\_\_  
Debbie Dunbar  
Gunnison County Treasurer

DATE: \_\_\_\_\_

\_\_\_\_\_  
Jonathan Houck  
Chairman of the Board of County Commissioners

Date Accepted: \_\_\_\_\_

Gunnison County Treasurer						
Investment Report						
30-Apr-22						
CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	473,365.17			Cash	N/A
Bank of the West	1101	5,492,727.55	0.00%		Chkg	N/A
Bank of the West CC	1103	1,409,362.63	0.00%		Chkg	N/A
Bank of the West MM	1104	4,395,121.94	0.25%		MMA	Mo
Wells Fargo Warrant Clearing	1145	976,583.86	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	6,561,897.93	0.25%		Chkg	Mo
Colortrust Plus	1118	4,512,188.61	0.45%		Pool	Mo
C-Safe	1121	3,370,884.12	0.25%		Pool	Mo
Community Banks of Colorado MM	1320	1,283,721.55	0.25%		MMA	Mo
Gunnison Bank and Trust	1102	154,161.68	0.00%		MMA	Mo
Solera Savings	1161	1,028,683.89	0.20%		MMA	Quarterly
Investment Clearing	1199	30,697.32	0.01%		MMA	Mo
<b>TOTAL CASH AND CHECKING</b>		<b>29,889,396.17</b>			<b>52.39%</b>	
INVESTMENTS						
Ally Bank GJX2	1313	245,366.52	2.45%		CD	SA/Mat 5/23/22 3 yrs
Alma Bank 0BQ9	1282	245,851.62	1.65%		CD	M/MAT 8/12/22 30 MO
AXOS Bank DAH1	1275	245,578.90	1.55%		CD	M/Mat 3/27/23 3 yrs
Bank Hapoalim A2C3	1252	240,610.58	0.30%		CD	SA/ Mat 8/21/23
Bank Midwest 7928	1302	245,000.00	1.95%		CD	A/Mat 11/22/21 27 mo
Bank Midwest 8479	1303	252,212.81	0.60%		CD	A/Mat 5/22/24 42 mo
Bank of Baroda HMT7	1260	229,626.74	0.65%		CD	SA/Mat 7/22/25 5 yrs
Bank of New England KAL2	1326	246,695.64	3.15%		CD	SA/Mat 7/29/22 4 yrs
Bankwell BCL3	1261	241,246.11	0.40%		CD	SA/Mat 7/28/23 3 yrs
Barclays Bank KKR7	1344	246,126.26	2.25%		CD	SA/MAT 7/26/22 5yrs
BMO Harris Bank XAN0	1259	228,161.64	0.55%		CD	Qtrly/Mat 7/29/24 yrs
BMW Bank AKJ2	1343	234,319.96	2.10%		CD	SA/Mat 9/15/21 4yr
Cadence Bank RGA4	1272	244,696.93	1.30%		CD	SA/Mat 4/17/23 3yrs
Capital One Bank RPN5	1271	236,458.56	1.45%		CD	SA/Mat 4/15/25 5 yrs
Cathay Bank 9MQ5	1328	249,260.30	3.15%		CD	SA/Mat 6/8/2023 5 yrs
Celtic Bank RRH2	1306	241,284.82	1.85%		CD	SA/Mat 8/30/24 5 yr
CIT Bank LBA3	1305	246,117.20	1.90%		CD	SA/Mat 8/23/22
Citibank QK40	1330	248,940.09	3.10%		CD	SA/MAT 5/4/23
East Boston Savings PDL2	1254	236,982.37	0.30%		CD	SA/ Mat 2/12/24
Enerbank IQJ2	1257	243,699.05	0.30%		CD	SA/Mat 7/24/23 3 yrs
FFCB EMZW5	1233	467,452.50	0.73%		AG	SA/Mat 5/19/25 4 yrs callable
FFCB L6U3	1251	242,449.75	0.28%		CD	SA/Mat 9/14/23 3 yrs callable
FFCB MHL9	1247	481,896.50	0.31%		AG	SA/Mat 11/30/23 3 yrs callable
FFCB MJT0	1245	449,593.13	0.60%		AG	SA/Mat 12/9/25 5 yrs callable
FHLB AMDV1	1236	462,460.00	1.00%		AG	SA/Mat 5/12/26 5 yrs callable
FHLB AMDY5	1235	461,577.50	1.00%		AG	SA/Mat 5/20/26 5 yrs callable
FHLB AMJN3	1234	461,664.50	0.55%		AG	SA/Mat 5/26/26 5yrs callable
FHLB AMTQ5	1236	328,599.60	0.50%		AG	SA/Mat 12/30/24 4.6yrs callable
FHLB AMTZ5	1235	323,122.45	0.75%		AG	SA/Mat 11/28/25 4yrs callable
FHLB AMXJ6	1234	472,615.50	0.50%		AG	SA?Mat 9/30/24 3.25 yrs callable
FHLB ANG95	1227	458,349.00	0.50%		AG	SA/Mat 8/24/26 5 yrs callable
FHLB AR6F33	1219	486,330.00	2.00%		AG	SA/MAT 3/24/25 3 yrs callable
FHLB ARC33	1220	574,053.00	2.30%		AG	SA/MAT 3/29/27 5 yrs callable
FHLB ARUR0	1217	497,313.50	3.20%		AG	SA/MAT 5/10/27 5 YRS CALLABLE
FHLB ANJK7	1229	912,768.00	0.875%		AG	SA/Mat 8/25/26 5 yrs callable
FHLB KWS1	1243	455,537.50	0.53%		AG	SA/Mat 2/17/26 5 yrs callable
FHLB LA53	1244	456,626.50	0.60%		AG	SA/Mat 2/25/26 5 yrs callable
FHLB LM43	1241	463,676.00	0.75%		AG	SA/MAT 9/30/25 4 YRS CALLABLE
FHLB LMM3	1242	462,664.50	1.00%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LV68	1240	463,185.50	1.03%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LW26	1237	468,957.00	0.75%		AG	SA/MAT 4/22/25 4 YRS CALLABLE
FHLB PH406	1226	458,142.50	1.06%		AG	SA/MAT 10/21/26 5YRS CALLABLE
FHLB PLK90	1225	462,060.50	1.28%		AG	SA/MAT 10/28/26 5 YRS CALLABLE
FHLB Q5F69	1224	477,005.00	1.10%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB QFB49	1223	469,410.50	1.00%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB R7M74	1221	482,188.50	2.00%		AG	SA/MAT 9/30/25 3 1/2 YRS callable
FHLB LW67	1238	463,802.00	1.10%		AG	SA/MAT 4/22/26 5 YRS CALLABLE
FHLMC B3F5	1246	275,618.40	0.60%		AG	SA/Mat 11/20/25 5 yrs callable
FHLMC XAP9	1248	459,607.00	0.60%		AG	SA/Mat 11/12/25 5 yrs callable
First Nat Bank of America YUJ2	1228	225,098.40	0.85%		cd	M/Mat 9/30/26
Firstier Bank LAH1	1304	245,693.10	1.90%		CD	SA/Mat 8/23/23 4 yrs
Flagstar Bank E3X3	1256	234,268.75	0.50%		CD	SA/Mat 7/31/24 yrs
Goldman Sachs P6U6	1399	247,820.44	2.65%		CD	SA/Mat 5/1/23 4yrs
Gunnison Savings and Loan 6020	1106	500,000.00	0.50%		CD	M/Mat 1/17/22 - 5 yrs
Gunnison Savings and Loan 8721	1335	500,000.00	2.70%		CD	M/ AT 2/14/23
Gunnison Bank and Trust	1283	256,244.59	2.00%		CD	Qtrly/Mat 1/27/25
JP Morgan UNC9	1250	222,411.00	0.40%		CD	SA/Mat 9/30/25 5yrs callable
Leader Bank UHF2	1249	238,354.86	0.25%		CD	SA/Mat 10/2/23 callable
Legacy Bank 9154	1402	220,029.57	0.25%		CD	Q/Mat 7/21/23 - 24 mo
Live Oak Bank 6HN7	1284	241,578.57	1.85%		CD	SA/Mat 7/24/24
Luana Savings PHA5	1253	236,928.72	0.30%		CD	SA/ Mat 2/14/24
M Y Safra Bank JBJO	1258	239,601.42	0.30%		CD	SA/Mat 2/14/24 4 yrs
Marrin Business Bank	1291	244,151.81	1.70%		CD	SA/ Mat 12/4/23 4 yrs
Medallion Bank dgb1	1487	245,979.51	1.60%		CD	SA/MAT 2/6/23 3 yr
Merrick Bank KEW2	1285	243,427.34	1.75%		CD	SA/Mat 1/31/24
Morgan Stanley RRB8	1338	240,530.22	1.90%		CD	SA/Mat 1/2/25
Morgan Stanley Private Bank AYA1	1316	248,115.17	2.75%		CD	SA/Mat 4/4/23 4 yr
Northern Bank & Trust QCJ5	1367					MATURED
Pacific Western Bank YRK7	1273	239,049.44	1.20%		CD	SA/Mat 4/30/24 4 yrs
Park State Bank VAB7	1265	231,797.19	0.90%		CD	M/Mat 5/22/25 5 yrs callable
Pinnacle Bank SKU4	1269	242,984.38	0.70%		CD	M/Mat 5/8/23 3 yrs
Raymond James Bank	1293	240,536.34	1.85%		CD	SA/Mat 11/26/24 5 yrs
Redstone Bank 0776	1449	259,193.13	0.40%		CD	SA/Mat 11/8/23 - 3 yrs
Sallie Mae OTT2	1472	246,320.30	1.85%		CD	SA/Mat 10/24/22 3 yrs
State Bank of India NY 5KL4	1333	248,489.98	2.90%		CD	SA/Mat 3/29/23 5 yrs
Texas Capital Bank PLY3	1255	243,515.05	0.30%		CD	SA/Mat 2/7/23
Texas Exchange Bank THU7	1263	232,191.89	1.00%		CD	M/Mat 6/19/25 callable 5 yrs
Townebank PCQ0	1274					MATURED
Toyota Financial Savings MJS1	1264	231,007.07	0.80%		CD	SA/Mat 6/30/25 5 yrs
US Treasury 2CBQ3	1218	456,171.50	2.40%		AG	SA/MAT 2/28/26 4 YRS
US Treasury 8Z781	1222	468,437.50	1.62%		AG	SA/Mat 1/31/27
Wells Fargo Bank 3A48	1488	246,494.01	2.75%		CD	M/5/3/24 5 yrs
Western States Bank	1309	500,000.00	2.72%		CD	Q/Mat 7/14/24 5 yr
<b>TOTAL INVESTMENTS</b>		<b>27,163,283.68</b>			<b>47.61%</b>	
Cash per Treasurer's Ledger		57,052,679.85			100.00%	
Plus Pending Disbursements		(110,762.78)				
<b>Total Due to All Funds</b>		<b>56,941,917.07</b>				

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

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**Agenda Item:** April 2022 Cash Transfer Report

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

April 2022 Cash Transfer Report

**Fiscal Impact:** \$5,839,107.71

**Submitted by:** Kelly Weak

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/12/2022

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 5/17/2022

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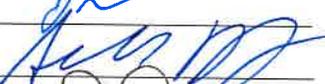
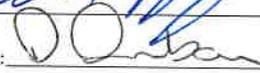


**GUNNISON COUNTY, COLORADO  
CASH TRANSFER AUTHORIZATION  
April-22**

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(602,387.79)
130	95 11122	General - Payroll Account	789,327.23	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fee	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(2,448,005.78)
002	02 11900	Road & Bridge	0.00	(107,480.82)
003	03 11900	Human Services	5,428.50	0.00
004	04 11900	Public Health Agency	0.00	(163,109.94)
007	07 11900	Conservation Trust	0.00	(8,004.00)
008	08 11900	Bond Fund	0.00	0.00
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	267,425.35	0.00
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	256,011.10	0.00
013	13 11900	Land Preservation	51,520.61	0.00
030	30 11900	Mosquito Control	0.00	(15,549.73)
032	32 11900	Sage Grouse Trust	0.00	(4,564.33)
034	34 11900	Risk Management	0.00	0.00
041	41 11900	Airport Construction	0.00	(1,549,422.70)
043	43 11900	Capital Expenditures	0.00	(9,994.95)
050	50 11900	Gunnison County Sewer	0.00	(243,738.94)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	81,812.51	0.00
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(148,289.02)
125	52 11101	Solid Waste - Landfill Closure	3,893.57	0.00
126	52 11102	Solid Waste - Landfill Const	14,485.01	0.00
070	70 11900	Housing Authority	0.00	(10,861.76)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
142	70 11102	Housing Authority Restricted Cash	0.00	0.00
071	71 11900	Senior Housing - Operating	0.00	(38,503.03)
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	56,897.61	0.00
082	82 11900	ISF-II	7,570.36	0.00
090	90 11900	Health Insurance Trust	243.08	0.00
115	90 11101	Health Insurance Claims	149,882.55	0.00
091	91 11900	Local Marketing District	68,514.47	0.00
092	92 11900	Transportation Authority	0.00	(489,194.92)
093	93 11900	Public Trustee Agency	9,666.40	0.00
145	95 11121	Accounts Payable Clearing	4,076,429.36	0.00
<b>TOTALS</b>			<b>\$ 5,839,107.71</b>	<b>\$ (5,839,107.71)</b>

TRANSFER FOR JOURNAL ENTRIES:

204047, 204048, 204049, 204050, 204051, 201315, 203348, 203350, 203393, 203394, 203401, 203404, 203405, 204081, 204240, 204249, 204271, 204273, 204274, 204275, 204276, 204277, 204297, 204298, 204300, 204272, 204237, APR PRJ, APR AP, APR GBI, APR UBB,

PREPARED BY:   
 AUTHORIZED BY:   
 RECEIVED BY TREASURER: 

DATE: 5/10/22  
 DATE: 5/10/22  
 DATE: 5-10-22

**GUNNISON COUNTY, COLORADO**  
**JOURNAL ENTRY CASH TRANSFERS**  
**FOR THE MONTH ENDING:**  
**April-22**

Balance	JE's	Description	Finance Business Date	01	01	01	01	01	02	03	04
				General Fund 01 11900	Water Resource Prot. 01 11102	Workforce Impact Fees 01 11103	Courthouse Renovation 01 11105	Revenue Clearing 01 11106	Road & Bridge 02 11900	Human Services 03 11900	Public Health 04 11900
-	204047,	STND1: VEHICLE/EQUIPMENT RENT	3/31/2022	(20,262.96)						(315.41)	
-	204048,	STND2: BUDGETED INTERFUND TRANSF	3/31/2022	47,476.65					(6,947.50)		(5,185.83)
-	204049,	STND3: MAPPING SYSTEM CHARGES	3/31/2022	(11,863.41)					(1,675.91)	(22.08)	(22.08)
-	204050,	STND4: TELEPHONE/FAX SYSTEM CHARGES	3/31/2022	(3,503.33)					(300.00)	(510.00)	(720.00)
-	204051,	STND5: COMPUTER SYSTEM CHARGES	3/31/2022	(20,644.15)					(1,496.67)	(1,490.01)	(3,898.32)
-	201315,	PCARD DISTRIBUTION JAN	1/31/2022	19,143.29					(1,064.58)	(2,183.57)	(4,246.09)
-	203348,	RECORD AIRPORT ID BADGE	3/31/2022								
-	203350,	CDOR FUEL TAX CLAIM 1ST QTR 22	3/31/2022	(2,123.09)						2.31	14.31
-	203393,	RECLASS PEAK ALARM	3/31/2022	62.10							
-	203394,	RECLASS MAPPING FEES	3/31/2022								
-	203401,	BUD TRANS 1Q FROM SAGE GROUSE	3/31/2022	8,983.24							
-	203404,	EQUIPMENT USAGE MAR	3/31/2022	(203.00)					(172,973.97)		
-	203405,	MATERIAL USAGE MAR	3/31/2022						(1,898.12)		
-	204081,	RECORD UMB PCARD REBATE	4/30/2022	(3,969.39)					146.86	431.24	1,687.15
-	204240,	RECORD PW COMP EARNED MAR	4/30/2022						1,222.84		
-	204249,	WEED RENT TO AIRPORT APR	4/30/2022	(765.00)							
-	204271,	REC MED/DEN/FLEX/Rx CHECKS APR	4/30/2022	(5,364.91)							
-	204273,	POSTAGE USE APR 2022	4/30/2022	(1,813.79)							
-	204274,	COPIES BLACK APR 2022	4/30/2022	(876.76)					(1.84)	(3.52)	(33.24)
-	204275,	COPIES COLOR APR 2022	4/30/2022	(1,807.20)						(1.26)	(50.04)
-	204276,	WATER & SEWER POSTAGE 2ND QTR	4/30/2022	548.75							
-	204277,	CASH SHORTAGE APRIL	4/30/2022	(51,000.00)							
-	204297,	LANDFILL ALLOCATION APR	4/30/2022								
-	204298,	PH PHOTOCOPY APR	4/30/2022	(40.00)							(389.20)
-	204300,	DHS RENT APR	4/30/2022	12,596.00						(12,596.00)	
-		MOTORPOOL RENTS APR									
-	204272,	REVENUE CLEARING ACTIVITY	4/30/2022	125,641.20				(2,448,005.78)	261,943.29	163,723.23	52,063.82
-	204237,	NET PAYROLL TRANSFER	4/30/2022	(789,327.23)							
-	APR PRJ,	Payroll Journals	4/30/2022	487,178.51					(170,418.79)	(125,404.54)	(131,912.64)
-	APR AP,	AP CLEARING APRIL	4/30/2022	(390,410.19)					(11,240.10)	(16,201.89)	(70,417.78)
-	APR GBI,	LANDFILL INTERFUND CHARGES	4/30/2022	(43.12)							
-	APR UBB,	2nd QUARTER WATER SEWER CHARGES	4/1/2022	-	-	-	-	-	(2,776.33)	-	-
-		Cash Transfer adjustments		-	-	-	-	-	-	-	-
-		TOTALS		(602,387.79)	-	-	-	(2,448,005.78)	(107,480.82)	5,428.50	(163,109.94)

**GUNNISON COUNTY, COLORADO  
JOURNAL ENTRY CASH TRANSFERS  
FOR THE MONTH ENDING:  
April-22**

JE's	Description	Finance Business Date	07	08	08	08	10	10	12	13	30	32
			Conservation Trust 07 11900	Bond Fund 08 11900	Series 2010 Bond Reserve 08 11101	Series 2013 Bond Reserve 08 11102	Airport Operations 10 11900	Terminal Construction 10 11101	Sales Tax 12 11900	Land Preservation 13 11900	Mosquito Control 30 11900	Sage Grouse 32 11900
204047,	STND1: VEHICLE/EQUIPMENT RENT	3/31/2022					(502.25)					
204048,	STND2: BUDGETED INTERFUND TRANSF	3/31/2022					(4,635.00)		(10,935.00)		1,315.00	
204049,	STND3: MAPPING SYSTEM CHARGES	3/31/2022					(22.08)					
204050,	STND4: TELEPHONE/FAX SYSTEM CHARGES	3/31/2022					(246.67)					
204051,	STND5: COMPUTER SYSTEM CHARGES	3/31/2022					(1,183.33)					
201315,	PCARD DISTRIBUTION JAN	1/31/2022					(2,553.03)					
203348,	RECORD AIRPORT ID BADGE	3/31/2022					75.00					
203350,	CDOR FUEL TAX CLAIM 1ST QTR 22	3/31/2022										
203393,	RECLASS PEAK ALARM	3/31/2022					(62.10)					
203394,	RECLASS MAPPING FEES	3/31/2022										
203401,	BUD TRANS 1Q FROM SAGE GROUSE	3/31/2022										(8,983.24)
203404,	EQUIPMENT USAGE MAR	3/31/2022										
203405,	MATERIAL USAGE MAR	3/31/2022										
204081,	RECORD UMB PCARD REBATE	4/30/2022					219.55					
204240,	RECORD PW COMP EARNED MAR	4/30/2022										
204249,	WEED RENT TO AIRPORT APR	4/30/2022					765.00					
204271,	REC MED/DEN/FLEX/Rx CHECKS APR	4/30/2022										
204273,	POSTAGE USE APR 2022	4/30/2022										
204274,	COPIES BLACK APR 2022	4/30/2022					(30.84)					
204275,	COPIES COLOR APR 2022	4/30/2022					(52.20)					
204276,	WATER & SEWER POSTAGE 2ND QTR	4/30/2022										
204277,	CASH SHORTAGE APRIL	4/30/2022										
204297,	LANDFILL ALLOCATION APR	4/30/2022										5,233.41
204298,	PH PHOTOCOPY APR	4/30/2022										
204300,	DHS RENT APR	4/30/2022										
	MOTORPOOL RENTS APR											
204272,	REVENUE CLEARING ACTIVITY	4/30/2022					399,980.26		467,863.55	62,210.61		
204237,	NET PAYROLL TRANSFER	4/30/2022										
APR PRJ,	Payroll Journals	4/30/2022					(72,902.22)					
APR AP,	AP CLEARING APRIL	4/30/2022	(8,004.00)				(51,424.74)		(200,917.45)	(10,690.00)	(16,864.73)	(814.50)
APR GBI,	LANDFILL INTERFUND CHARGES	4/30/2022										
APR UBB,	2nd QUARTER WATER SEWER CHARGES	4/1/2022	-	-	-	-	-	-	-	-	-	-
	Cash Transfer adjustments		-	-	-	-	-	-	-	-	-	-
	<b>TOTALS</b>		(8,004.00)	-	-	-	267,425.35	-	256,011.10	51,520.61	(15,549.73)	(4,564.33)

**GUNNISON COUNTY, COLORADO  
JOURNAL ENTRY CASH TRANSFERS  
FOR THE MONTH ENDING:  
April-22**

JE's	Description	Finance Business Date	34	41	43	50	50	51	51	52	52	52
			Risk Management	Airport Construction	Capital Expenditures	Sewer Fund	Sewer Bond Reserve	Water Fund	Water Bond Reserve	Solid Waste	Landfill Closure	Landfill Construction
204047,	STND1: VEHICLE/EQUIPMENT RENT	3/31/2022				(397.12)		(576.68)		(12,618.14)		
204048,	STND2: BUDGETED INTERFUND TRANSF	3/31/2022				(4,216.64)		1,558.31		(6,092.49)		
204049,	STND3: MAPPING SYSTEM CHARGES	3/31/2022						(661.50)				
204050,	STND4: TELEPHONE/FAX SYSTEM CHARGES	3/31/2022								(30.00)		
204051,	STND5: COMPUTER SYSTEM CHARGES	3/31/2022						(133.33)		(290.00)		
201315,	PCARD DISTRIBUTION JAN	1/31/2022						(149.59)		(3,827.07)		
203348,	RECORD AIRPORT ID BADGE	3/31/2022										
203350,	CDOR FUEL TAX CLAIM 1ST QTR 22	3/31/2022						30.87		382.85		
203393,	RECLASS PEAK ALARM	3/31/2022										
203394,	RECLASS MAPPING FEES	3/31/2022								(7,938.00)		
203401,	BUD TRANS 1Q FROM SAGE GROUSE	3/31/2022										
203404,	EQUIPMENT USAGE MAR	3/31/2022				(9.50)		(264.84)		(4,893.11)		
203405,	MATERIAL USAGE MAR	3/31/2022										
204081,	RECORD UMB PCARD REBATE	4/30/2022						32.27		520.99		
204240,	RECORD PW COMP EARNED MAR	4/30/2022						(352.56)		(333.88)		
204249,	WEED RENT TO AIRPORT APR	4/30/2022										
204271,	REC MED/DEN/FLEX/Rx CHECKS APR	4/30/2022										
204273,	POSTAGE USE APR 2022	4/30/2022										
204274,	COPIES BLACK APR 2022	4/30/2022										
204275,	COPIES COLOR APR 2022	4/30/2022										
204276,	WATER & SEWER POSTAGE 2ND QTR	4/30/2022				(365.37)		(183.38)				
204277,	CASH SHORTAGE APRIL	4/30/2022										
204297,	LANDFILL ALLOCATION APR	4/30/2022								(23,611.99)	3,893.57	14,485.01
204298,	PH PHOTOCOPY APR	4/30/2022										
204300,	DHS RENT APR	4/30/2022										
	MOTORPOOL RENTS APR											
204272,	REVENUE CLEARING ACTIVITY	4/30/2022								211.86		
204237,	NET PAYROLL TRANSFER	4/30/2022										
APR PRJ,	Payroll Journals	4/30/2022				(3,454.70)		(11,467.14)		(73,651.11)		
APR AP,	AP CLEARING APRIL	4/30/2022		(1,549,422.70)	(9,804.65)	(139,273.60)		(5,008.56)		(16,162.05)		
APR GBI,	LANDFILL INTERFUND CHARGES	4/30/2022								43.12		
APR UBB,	2nd QUARTER WATER SEWER CHARGES	4/1/2022	-	-	(190.30)	(96,022.01)	-	98,988.64	-	-	-	-
	Cash Transfer adjustments		-	-	-	-	-	-	-	-	-	-
	<b>TOTALS</b>		-	(1,549,422.70)	(9,994.95)	(243,738.94)	-	81,812.51	-	(148,289.02)	3,893.57	14,485.01

**GUNNISON COUNTY, COLORADO  
JOURNAL ENTRY CASH TRANSFERS  
FOR THE MONTH ENDING:  
April-22**

JE's	Description	Finance Business Date	70	70	70	71	71	72	80	82	90	90
			Housing Authority	Hsg Auth Deposits	Hsg Auth Hsg Sales	Senior Housing	Senior Hsg. Deposits	Assisted Living	Internal Service I	Internal Service II	Health Insurance	Health Claims Clearing
204047,	STND1: VEHICLE/EQUIPMENT RENT	3/31/2022							34,672.56			
204048,	STND2: BUDGETED INTERFUND TRANSF	3/31/2022	(810.00)						3,106.66	(5,305.00)	(4,888.33)	
204049,	STND3: MAPPING SYSTEM CHARGES	3/31/2022	(22.08)							14,289.14		
204050,	STND4: TELEPHONE/FAX SYSTEM CHARGES	3/31/2022							(30.00)	5,370.00		
204051,	STND5: COMPUTER SYSTEM CHARGES	3/31/2022							(253.33)	29,589.14		
201315,	PCARD DISTRIBUTION JAN	1/31/2022							(950.30)	(3,968.06)		
203348,	RECORD AIRPORT ID BADGE	3/31/2022								(75.00)		
203350,	CDOR FUEL TAX CLAIM 1ST QTR 22	3/31/2022							1,692.75			
203393,	RECLASS PEAK ALARM	3/31/2022										
203394,	RECLASS MAPPING FEES	3/31/2022								7,938.00		
203401,	BUD TRANS 1Q FROM SAGE GROUSE	3/31/2022										
203404,	EQUIPMENT USAGE MAR	3/31/2022							178,344.42			
203405,	MATERIAL USAGE MAR	3/31/2022							1,898.12			
204081,	RECORD UMB PCARD REBATE	4/30/2022							242.77	678.56		
204240,	RECORD PW COMP EARNED MAR	4/30/2022							(536.40)			
204249,	WEED RENT TO AIRPORT APR	4/30/2022										
204271,	REC MED/DEN/FLEX/Rx CHECKS APR	4/30/2022									(144,517.64)	149,882.55
204273,	POSTAGE USE APR 2022	4/30/2022									1,813.79	
204274,	COPIES BLACK APR 2022	4/30/2022									946.20	
204275,	COPIES COLOR APR 2022	4/30/2022									1,910.70	
204276,	WATER & SEWER POSTAGE 2ND QTR	4/30/2022										
204277,	CASH SHORTAGE APRIL	4/30/2022				36,000.00						
204297,	LANDFILL ALLOCATION APR	4/30/2022										
204298,	PH PHOTOCOPY APR	4/30/2022								429.20		
204300,	DHS RENT APR	4/30/2022										
	MOTORPOOL RENTS APR											
204272,	REVENUE CLEARING ACTIVITY	4/30/2022				8,287.00						
204237,	NET PAYROLL TRANSFER	4/30/2022										
APR PRJ,	Payroll Journals	4/30/2022							(55,972.24)	(29,536.85)	192,243.44	
APR AP,	AP CLEARING APRIL	4/30/2022	(10,029.68)			(82,790.03)			(105,317.40)	(16,509.46)	(42,594.39)	
APR GBI,	LANDFILL INTERFUND CHARGES	4/30/2022										
APR UBB,	2nd QUARTER WATER SEWER CHARGES	4/1/2022	-	-	-	-	-	-	-	-	-	-
	Cash Transfer adjustments		-	-	-	-	-	-	-	-	-	-
	<b>TOTALS</b>		(10,861.76)	-	-	(38,503.03)	-	-	56,897.61	7,570.36	243.08	149,882.55

**GUNNISON COUNTY, COLORADO  
JOURNAL ENTRY CASH TRANSFERS  
FOR THE MONTH ENDING:  
April-22**

JE's	Description	Finance Business Date	91	92	93	95	95
			Marketing District 91 11900	Transportation Authority 92 11900	Public Trustee 93 11900	Accounts Pay Clearing 95 11121	Payroll Clearing 95 11122
204047,	STND1: VEHICLE/EQUIPMENT RENT	3/31/2022					
204048,	STND2: BUDGETED INTERFUND TRANSF	3/31/2022	(3,465.83)	(975.00)			
204049,	STND3: MAPPING SYSTEM CHARGES	3/31/2022					
204050,	STND4: TELEPHONE/FAX SYSTEM CHARGES	3/31/2022			(30.00)		
204051,	STND5: COMPUTER SYSTEM CHARGES	3/31/2022			(200.00)		
201315,	PCARD DISTRIBUTION JAN	1/31/2022			(201.00)		
203348,	RECORD AIRPORT ID BADGE	3/31/2022					
203350,	CDOR FUEL TAX CLAIM 1ST QTR 22	3/31/2022					
203393,	RECLASS PEAK ALARM	3/31/2022					
203394,	RECLASS MAPPING FEES	3/31/2022					
203401,	BUD TRANS 1Q FROM SAGE GROUSE	3/31/2022					
203404,	EQUIPMENT USAGE MAR	3/31/2022					
203405,	MATERIAL USAGE MAR	3/31/2022					
204081,	RECORD UMB PCARD REBATE	4/30/2022			10.00		
204240,	RECORD PW COMP EARNED MAR	4/30/2022					
204249,	WEED RENT TO AIRPORT APR	4/30/2022					
204271,	REC MED/DEN/FLEX/Rx CHECKS APR	4/30/2022					
204273,	POSTAGE USE APR 2022	4/30/2022					
204274,	COPIES BLACK APR 2022	4/30/2022					
204275,	COPIES COLOR APR 2022	4/30/2022					
204276,	WATER & SEWER POSTAGE 2ND QTR	4/30/2022					
204277,	CASH SHORTAGE APRIL	4/30/2022			15,000.00		
204297,	LANDFILL ALLOCATION APR	4/30/2022					
204298,	PH PHOTOCOPY APR	4/30/2022					
204300,	DHS RENT APR	4/30/2022					
	MOTORPOOL RENTS APR						
204272,	REVENUE CLEARING ACTIVITY	4/30/2022	338,646.97	567,433.99			
204237,	NET PAYROLL TRANSFER	4/30/2022					789,327.23
APR PRJ,	Payroll Journals	4/30/2022			(4,701.72)		
APR AP,	AP CLEARING APRIL	4/30/2022	(266,666.67)	(1,055,653.91)	(210.88)	4,076,429.36	
APR GBI,	LANDFILL INTERFUND CHARGES	4/30/2022					
APR UBB,	2nd QUARTER WATER SEWER CHARGES	4/1/2022	-	-	-	-	-
	Cash Transfer adjustments		-	-	-	-	-
<b>TOTALS</b>			<b>68,514.47</b>	<b>(489,194.92)</b>	<b>9,666.40</b>	<b>4,076,429.36</b>	<b>789,327.23</b>

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

---

**Agenda Item:** Elk Valley Townhomes Plat; Re-Subdivision of Lot M

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Elk Valley TH Plat (LUC-22-00024) BOCC signature - Lot M1-1 Buckhorn Ranch filing 2

**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:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/10/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 5/17/2022

---



Date: May 10, 2022

RE: Elk Valley TH Plat  
LUC-22-00024

- The county attorney's office has reviewed and determined the plat legally sufficient for the BOCC review of the application
- The taxes are current
- HOA approved
- Lender has signed the plat
- All other required signatures and notaries

You may review the file:

[https://permitdb.gunnisoncounty.org/citizenaccess/  
projects](https://permitdb.gunnisoncounty.org/citizenaccess/projects)

Search by application number- LUC-22-00024

Click on file

Attachments

View

Thanks,

Beth Baker

Gunnison County Community and Economic Development





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

---

**Agenda Item:** Lot Cluster in Blue Mesa Subdivision, Unit 1; Adja

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Danny Hankamer cluster lost 186,187,188 & 189 in Blue Mesa Sub. Unit 1

**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:

No spotting any legal issues. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/12/2022

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 5/17/2022

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Date: May 11, 2022

RE: Lot Cluster  
LUC-22-00007

Applicants Danny and Kelly Hankamer have applied to cluster adjacent lots 186, 187, 188 & 189 in Blue Mesa Subdivision- Unit 1.

The CAO has determined the application legally sufficient for the BOCC review.

- The taxes are current
- There are no liens on the property
- The utility companies have agreed to the lot cluster

You may review the file:

<https://permitdb.gunnisoncounty.org/citizenaccess/>

projects

Search by application number- LUC-22-00007

Click on file

Attachments

View

Thanks,  
Beth Baker  
Gunnison County Community and Economic Development



**LOT CLUSTER AGREEMENT AND DECLARATION**

**Date of Meeting** \_\_\_\_\_ ( filled in by staff)

**THIS LOT CLUSTER AGREEMENT AND DECLARATION** is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

**and Daniel J. Hankamer**  
**(Owner)**

\_\_\_\_\_**Kelly C. Hankamer**\_\_\_\_\_  
**(Owner)**

**RECITALS:**

**Legal Description:** Complete – please attach if too long

---

**Lots 186, 187, 188 and 189 Blue Mesa Subdivision, Unit 1**

and any adjacent street or alley that is or may be vacated.,  
County of Gunnison  
State of Colorado

- 2. This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

**NOW, THEREFORE, it is agreed that:**

- 1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.
- 2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.
- 3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or

shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.

- 4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.
- 5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.
- 6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Date: 3-21-22

Daniel J. Hankamer  
Daniel J. Hankamer

Date: \_\_\_\_\_

Date: 3-21-22

Kelly C Hankamer  
Kelly C. Hankamer

Date: \_\_\_\_\_

**Mortgage or Lien Holder**

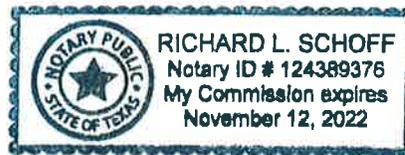
Texas  
STATE OF ~~COLORADO~~ )  
Bexar )ss  
COUNTY OF ~~GUNNISON~~ )

The foregoing instrument was acknowledged before me this 21 day of March 2022 by Daniel J. Hankamer and Kelly C. Hankamer (Owner/s).

Witness my hand and official seal.

My Commission expires: Nov 12, 2022

Richard L. Schoff  
Notary Public



Address: 5150 Broadwing St  
San Antonio, TX 76209

STATE OF COLORADO )  
 )ss  
COUNTY OF GUNNISON )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_ (Mortgage/Lien Holder).

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Address:

Date: \_\_\_\_\_

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

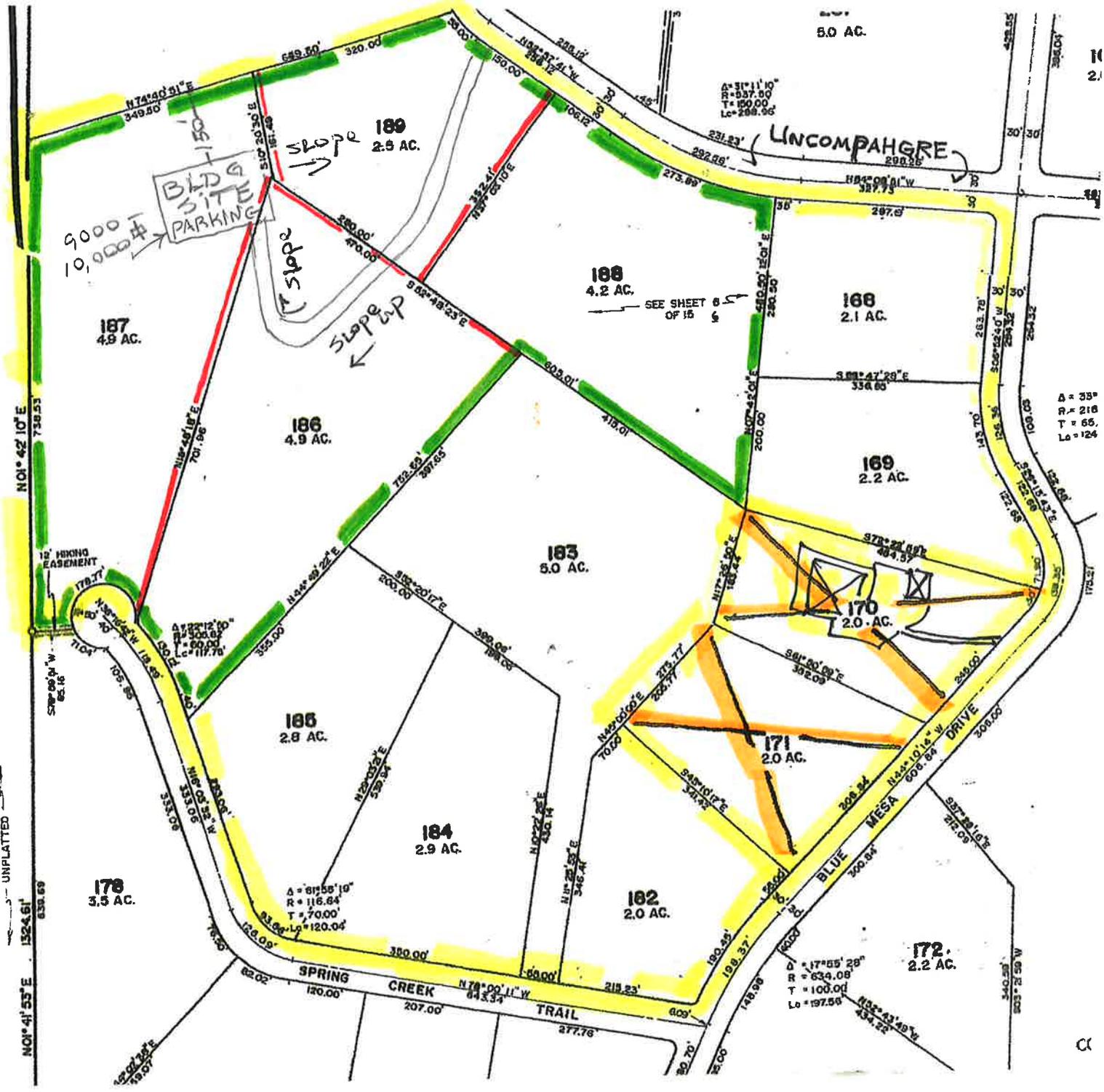
\_\_\_\_\_  
Roland Mason  
Vice-Chairperson

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

Board of County Commissioners  
Gunnison County, Colorado

Attest:

\_\_\_\_\_  
Gunnison County Clerk and Recorder



159 Uncompahgre  
 "4 Lot Cluster"

 - Lot's Owned

 - BLUE MESA HOA Community Bldg.

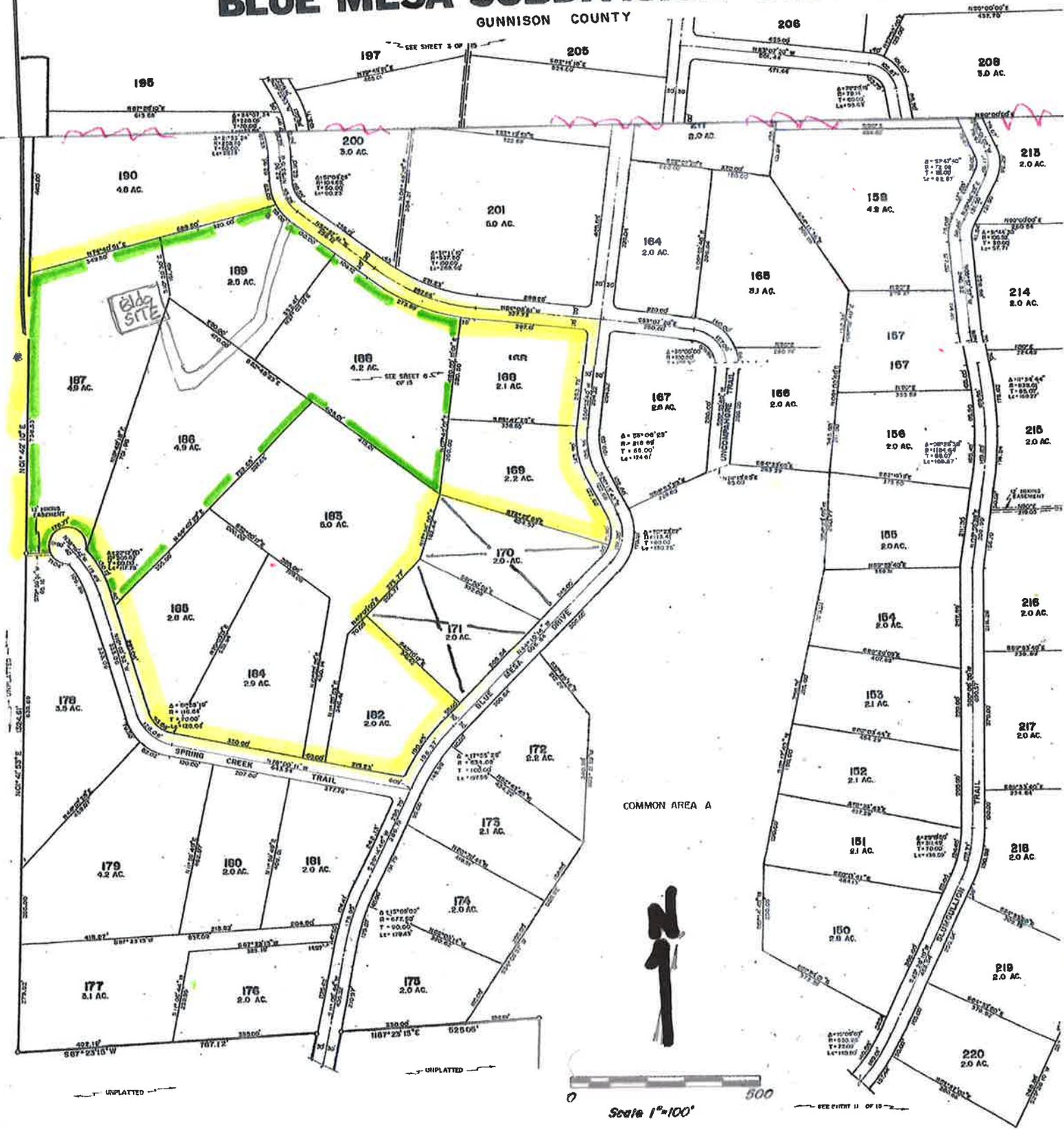
 Boundary lines to be vacated between Lot's



159 UNCOMPANIED GRE

# BLUE MESA SUBDIVISION - UNIT 1

GUNNISON COUNTY



— LOT CLUSTER Boundary,  
- "T" POSTS HAVE BEEN LOCATED, THAT  
MARK LOT CORNERS.

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

**Agenda Item:** Application for Membership and Funding in Colorado

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Update BOCC on NFF grant submission for the CPW RPI grant

**Fiscal Impact:**

**Submitted by:** Cathie Pagano

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/2/2022

**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: 5/2/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 5/17/2022

**Gunnison County, CO**  
**Community Development Department**  
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230  
Phone: (970) 641-0360 FAX: (970) 641-8585  
Website: [www.gunnisoncounty.org](http://www.gunnisoncounty.org)  
Email: [planning@gunnisoncounty.org](mailto:planning@gunnisoncounty.org)



**To:** Gunnison County Board of County Commissioners

**From:** Community & Economic Development Department & Sustainable Tourism & Outdoor Recreation Committee

**Date:** April 27, 2022

**Subject:** Application for Membership and Funding in Colorado Parks & Wildlife Regional Partnership Initiative

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### **Summary**

Colorado Parks & Wildlife (CPW) and Great Outdoors Colorado (GOCO) are collaborating to fund new and existing community coalitions to join a statewide initiative working to ensure that Colorado's land, water, and wildlife thrive while also providing for equitable access to quality outdoor recreation experiences. Funding will support new and existing coalitions that meet criteria under a State-level Vision and advance development of local and regional planning elements to inform a Statewide Conservation and Recreation Plan (Statewide Plan).

In 2020 Governor Jared Polis signed an Executive Order to create the Colorado Outdoor Regional Partnerships Initiative. The executive order tasks the Colorado Department of Natural Resources (DNR) and CPW to work with the Colorado Outdoor Partnership (CO-OP) to identify, create and formalize local and regional collaboratives, as Colorado Outdoor Regional Partnerships. Together DNR, CPW, and the CO-OP will develop a state-level vision for the sustainable management of Colorado's lands, waters, wildlife, and outdoor recreation. The Regional Partnerships will identify projects and create local and regional priorities for balancing recreation and conservation to inform the Statewide Plan.

### **Request**

The Community & Economic Development Department, in partnership with the Sustainable Tourism & Outdoor Recreation (STOR) Committee, National Forest Foundation (NFF), Lake County, and Chaffee County, is seeking BOCC support of the Departments' application to do the following:

- Join the CO-OP as a recognized Regional Partnership Initiative. Should the application be successful, the STOR Committee will appoint a representative to participate in the CO-OP to assist with the development of the Statewide Conservation Plan, as required by the program.
- Request funds to support the facilitation of a Recreation Planning for Wildlife model that has been developed by Chaffee County in partnership with Colorado Parks & Wildlife and others. The modeling will provide a science-based set of tools that will help the community achieve the vision of sustaining natural resources, maintaining exceptional experiences, and retaining the economic benefits of outdoor recreation as use continues to increase.
- Request funds for the continued facilitation of the STOR Committee in partnership with the NFF. Facilitation is currently managed through a Memorandum of Understanding between NFF and Gunnison County.

Participation in the CO-OP will ensure Gunnison County has a say in forming the state's conservation and recreation management priorities. The modeling will provide the county with the tools to make balanced decisions. The grant request of \$150,000 will be submitted by NFF and the 10% required match funding (\$15,000) is secured through the NFF and in-kind contributions from partner organizations.

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

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**Agenda Item:** Upper Gunnison River Water Conservancy District, L

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The URWCD is currently in the process of working with Katie Walton-Day with USGS on their "High-Frequency Water-Quality Sampling to Support Harmful Algal Bloom Studies in Blue Mesa Reservoir Project." Please see the introductory email from Beverly Richards at the UGRWCD.

**Fiscal Impact:** yet to be determined

**Submitted by:** Melanie Bollig

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/6/2022

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 30

Agenda Date: 5/17/2022

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## Melanie Bollig

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**Subject:** FW: BOCC Agenda Item and Support Request  
**Attachments:** 220517 Draft Letter of Support\_Gunnison County BOCC\_final.docx; USGSCURE\_2-  
Pager4Coops25Apr2022.docx

**From:** Beverly Richards <beverly@ugrwc.org>  
**Sent:** Tuesday, May 3, 2022 4:21 PM  
**To:** BOCC <BOCC@gunnisoncounty.org>  
**Subject:** BOCC Agenda Item and Support Request

[EXTERNAL SENDER - USE CAUTION]

Good afternoon,

We are currently in the process of working with Katie Walton-Day with USGS on their *High-Frequency Water-Quality Sampling to Support Harmful Algal Bloom Studies in Blue Mesa Reservoir Project*. We are planning on submitting a funding request to the Colorado River Water Conservation District through the Community Funding Partnership Program and have committed \$30,000 from District funds to the project. We would like to provide the River District with a letter of support from the Gunnison County Board of County Commissioners (BOCC) and also would like to attend a BOCC meeting (May 17<sup>th</sup>) to present further information for the project. I have attached a draft letter of support and an information sheet about the project. We are also respectfully requesting a financial contribution because of the importance of this study to our local economy and community and this is also included in the letter draft. The Commissioners can include whatever dollar amount they feel appropriate. The Upper Gunnison River Water Conservancy District will also be contacting other entities for financial assistance such as Project 7 and the Uncompahgre Valley Water Users Association. Our ultimate goal is to raise an additional \$10,000.

Thank you for your consideration of this important project.

Beverly Richards  
Water Resource Specialist  
Upper Gunnison River Water Conservancy District  
210 West Spencer, Suite B  
Gunnison, CO 81230  
Office: 970-641-6065  
Mobile: 970-209-0020



PUBLIC RECORDS NOTICE: Under Title 24, Colorado Revised Statutes, this email and responses, unless otherwise made confidential by law, may be subject to the Colorado Open Records Act and may be subject to public inspection under § 24-72-203.

## High-Frequency Water-Quality Sampling to Support Harmful Algal Bloom Studies, Blue Mesa Reservoir, Curecanti National Recreation Area

### U.S. Geological Survey Cooperative Matching Fund Project--Solicitation for Matching Funds

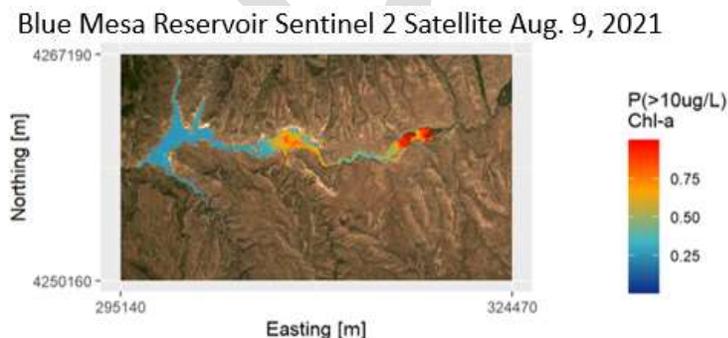
**Background:** Blue Mesa Reservoir (BMR) in the Curecanti National Recreation Area (CURE) is the largest reservoir in Colorado. The BMR generates more than \$40 million per year for the local rural economy. Water in BMR is used for recreation, domestic and agricultural supply, and hydro-electric power generation.



**Problem:** Starting in 2018, BMR has experienced increasing harmful algal blooms (HABs) with algal toxins detected above State advisory levels in Iola Basin in September 2018, 2020, and 2021. Algal toxins are harmful to humans and animals when ingested, and sometimes when contacted. In addition to disrupting recreation activity on BMR, algal blooms have the potential to complicate water treatment prior to delivery as drinking water and may also cause problems for hydroelectric power generation in small systems from excess turbidity (lack of water clarity).

*Figure 1. National Park Service personnel measuring water temperature, dissolved oxygen, pH, and specific conductance in Blue Mesa Reservoir near the shoreline below Willow Creek during an algal bloom on September 9, 2021.*

**Existing Work:** The U.S. Geological Survey (USGS) and the National Park Service (NPS) are conducting a three-year project (2021-2023) combining satellite imagery and analysis with collection of water samples to better understand why and when HABs form in BMR. In 2021, sample collection occurred six times in BMR and major tributaries (approximately every two weeks from mid-July through mid-September) coinciding with satellite overpasses that occurred every 4-6 days. The 2021 results indicated that algal blooms started in Iola Basin during the time between satellite overpasses and planned water-quality sampling. Satellite imagery is processed within 24 hours of the satellite overpass to indicate the extent and intensity of chlorophyll-a concentrations in BMR (fig. 2). Chlorophyll-a is the pigment that allows algae to convert solar energy to chemical energy used to fuel the algae and its concentration represents the intensity of the algal bloom. While existing monitoring provides a robust assessment of algal bloom patterns and trends near the surface of BMR, it is not able to identify conditions deeper in



the water column that precede algal bloom emergence, nor conditions at the water surface between satellite overpasses that initiate algal blooms. Thus, there is a need to increase water sampling frequency and duration during the 2022 field season to better understand conditions leading to HABs in BMR.

*Figure 2. Processed satellite image of BMR, August 9, 2021, showing probability of chlorophyll-a (Chl-a) concentrations greater than 10 micrograms per liter (ug/L).*

**Proposed Work:** In 2022, additional water-quality sampling and monitoring is proposed to fill data gaps identified after the 2021 field season. There are three new proposed components to the 2022 sampling: 1) increase sampling frequency, temporal extent (e.g. from May through September), and depth coverage of discrete water-quality samples to better constrain conditions occurring before, during and after algal blooms; (2) install automated nutrient sampling devices to monitor nutrient concentrations (nitrogen and phosphorous) in major tributaries; and (3) monitor continuous water-quality parameters, (particularly temperature and chlorophyll-a) in real-time to better constrain how water-quality conditions relate spatially and temporally to algal blooms and HABs. The proposed increase in field- data collection will provide improved spatial and temporal coverage of water-quality data with which to interpret the conditions that lead to HABs in BMR. Additional data collection in 2022 will coincide with the timeframe of the existing USGS/NPS partnership project to leverage against ancillary data-collection efforts (e.g., satellite imagery and interpretation, algal toxins) that are occurring and that will enhance the ability to better understand conditions supporting development of HABs in BMR.

**Project Benefit:** A better understanding of conditions leading to and supporting development of HABs in BMR will benefit management of BMR and CURE. Information generated in this project will potentially allow NPS to respond to HABs and protect visitor safety more quickly. The information produced may also help identify management actions to mitigate HABs.

**Project Budget and Funding.** The current USGS/NPS project at BMR funds an existing water-quality sampling program as described above. The additional proposed project will occur over two years during Federal fiscal years 2022 (data collection) and 2023 (data interpretation) with a total budget of \$324,000. Project funding includes USGS Cooperative Matching Funds for dedicated HABs research in the amount of \$244,000. The project is seeking additional partners to provide the \$80,000 match included in the budget.

**Table 1. Project Funding Sources for total budget of \$324,000**

Funding Source	Fiscal Year 2022	Fiscal Year 2023	Totals
U.S. Geological Survey	\$150,000	\$94,000	\$244,000
State/Local Entities (TBD)	\$65,000	\$15,000	\$80,000
<b>Grand Totals</b>	<b>\$215,000</b>	<b>\$109,000</b>	<b>\$324,000</b>

**Contact:** Contact Katie Walton-Day, USGS, for further information or to answer any questions. [kwaltond@usgs.gov](mailto:kwaltond@usgs.gov); (cell) 303 909 7844.

May 17, 2022

Colorado River Water Conservation District  
201 Centennial Street, Suite 200  
Glenwood Springs, Colorado 81601

Re: *High-Frequency Water-Quality Sampling to Support Harmful Algal Bloom Studies in Blue Mesa Reservoir Project*

Dear Mr. Mueller,

We are writing to express our enthusiastic support for the Upper Gunnison River Water Conservancy District (District) and U.S. Geological Survey (USGS) project proposal entitled, *High-Frequency Water-Quality Sampling to Support Harmful Algal Bloom (HABs) Studies in Blue Mesa Reservoir Project* (Project).

We have received a draft copy of the Partnership Program Funding application and a public presentation on the Project. The Gunnison Board of County Commissioners (Gunnison BOCC) is very concerned about economic, public health, recreational and environmental impacts we are seeing in Blue Mesa Reservoir as a result of multi-year drought and the U.S. Bureau of Reclamation 2021 emergency release of water pursuant to the Colorado River Basin Drought Contingency Plan, Drought Response Operations Agreement.

Benefits of this study include a better understanding of climatic conditions, nutrients, temperature and other factors leading to and supporting the development of HABs in Blue Mesa Reservoir. The information that is provided through this project could potentially allow the National Park Service to respond to HABs and protect visitor safety more quickly and may also aid in identifying reservoir management actions to mitigate HAB development.

The Gunnison BOCC feel that this Project meets the mission and strategic planning goals of the Colorado River District, as well as the vision expressed to Colorado River District constituents when we overwhelmingly voted in support of Ballot Issue 7A. The Gunnison BOCC also pledges **\$2,000** in support of the High Frequency Sampling Study.

We are confident in the leadership and experience of the Upper Gunnison District, the U.S. Geological Survey, National Park Service and their technical team to successfully implement this project. We urge you to give this project your full consideration and support!

Sincerely,

---

Jonathan Houck, Commissioner

---

Liz Smith, Commissioner

---

Roland Mason, Commissioner

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

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**Agenda Item:** Approval for Memorandum of Understanding with West Region Wildfire Council; regarding Colorado Department of Public Safety,

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

**Parties to the Agreement:** Gunnison County, State of Colorado DHSEM and West Region Wildfire Council

**Term Begins:** Upon signature

**Term Ends:**

**Grant Contract #:** 2021SB-21-054-GC

**Summary:**

Gunnison County to act as fiscal agent for West Region Wildfire Council under Senate Bill 21-054. WRWC to use these funds for wildfire mitigation and education activities in West All Hazards Region, which includes Delta, Gunnison, Hinsdale, Montrose, Ourav and San Miguel counties.

**Fiscal Impact:** Reimbursement grant process

**Submitted by:** Scott Morrill

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/6/2022

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/3/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 5/17/2022

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# COLORADO

## Division of Homeland Security & Emergency Management

Department of Public Safety

Scott Morrill  
Gunnison County Emergency Manager  
510 W Biddell  
Gunnison, CO 80230

April 5, 2022

Encumbrance # 2021SB-21-054-GC

Dear Mr. Morrill:

We are pleased to inform you that the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management (DHSEM) has approved the Gunnison County's sub-application for funding pursuant under the SB 21-054 ("Program") in the amount of \$300,000.00. This letter authorizes you to proceed with the approved application projects ("Project") in accordance with the terms of this Grant Award Letter.

Attached to this letter are the terms and conditions of your Grant. Please review these terms and conditions as they are requirements of this Grant to which you Grantee agree by accepting the Grant Funds.

If you have questions regarding this Grant, please contact: Matt Arsenault either at [matt.arsenault@state.co.us](mailto:matt.arsenault@state.co.us) or 720-708-8358.

Sincerely,

**Matt Arsenault**  
**Mitigation Projects Team Supervisor**  
Colorado Department of Public Safety  
Division of Homeland Security and Emergency Management

CC: Grant File



**COLORADO**  
Department of Public Safety

700 Kipling Street, Lakewood, CO 80215 | [www.colorado.gov/publicsafety](http://www.colorado.gov/publicsafety)

Jared Polis, Governor | Stan Hilkey, Executive Director

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## GRANT AWARD LETTER

### SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

<b>State Agency</b> Department of Public Safety	<b>Grant Maximum Amount</b> \$300,000.00
<b>Grantee</b> Board of County Commissioners for Gunnison County	<b>Grant Issuance Date</b> March 15, 2022
<b>Award Information</b>  Encumbrance #: 2021SB-21-054-GC Sub-recipient DUNS or UEI#: 133115220 Funds Identification Number: SB 21-054 Award Date: March 21, 2021 Fund Type: SB 21-054 State Funds Identification if the Award is for R&D: No	<b>Grant Expiration Date</b> April 5, 2025
	<b>Grant Authority</b> State Authority to enter into this Grant exists in Colorado Senate Bill 054, SUBSECTION (1)(a)(III).

#### Grant Purpose

Gunnison County, in partnership with the West Region Wildfire Council, will use this funding to focus on reducing loss of life, property and infrastructure due to wildfire. Secondary project benefits also reduce the risks of post-fire hazards such as flooding and debris flows. Funding will further enable all partners and stakeholders, within the 'West Region' of Colorado including Delta, Gunnison, Hinsdale, Montrose, Ouray and San Miguel Counties, to enhance the knowledge, skills and expertise of the current wildfire mitigation workforce to expand and improve the administration of mitigation assistance.

For the purposes of the SB21-054 funding, Gunnison County has agreed to be the fiscal sponsor for the West Region Wildfire Council.

#### Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Grant:

1. Exhibit A, Statement of Work.
2. Exhibit B, Budget.
3. Exhibit C, Sample Option Letter.

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

1. The provisions of the other sections of the main body of this Grant.
2. Exhibit A, Statement of Work.
3. Exhibit B, Budget.

**SIGNATURE PAGE**  
**THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT**

<p style="text-align: center;"><b>GRANTEE</b> GUNNISON COUNTY</p> <p>By: _____</p> <p>Title: _____</p> <p style="text-align: center;">_____ *Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Public Safety, Division of Homeland Security and Emergency Management Kevin R. Klein, Director</p> <p style="text-align: center;">_____ By: Sheila M. Q. Scanlon, Chief of Staff for: Kevin R. Klein, Director</p> <p>Date: _____</p>
<p style="text-align: center;">In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b> Department of Public Safety, Division of Homeland Security and Emergency Management</p> <p style="text-align: center;">_____ By: Linda M. Bonesteel, State Controller Delegate</p> <p>Date: _____</p>	

## 1. GRANT

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

## 2. TERM

### A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

### B. Early Termination in the Public Interest

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

## 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Budget**” means the budget for the Work described in Exhibit B.
- B. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- D. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- E. “**Exhibits**” exhibits and attachments included with this Grant as shown on the first page of this Grant.
- F. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter.

- G. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- H. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- I. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- J. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- K. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- L. **“Grantee”** means the entity shown on the first page of this Grant Award Letter; an individual or organization that has been awarded this grant.
- M. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- N. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- O. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- P. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- Q. **“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.
- R. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- S. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- T. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- U. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

- V. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- W. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- X. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- Y. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- Z. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- AA. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

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

#### 4. STATEMENT OF WORK

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

#### 5. PAYMENTS TO GRANTEE

##### A. Maximum Amount

- i. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Award may be submitted for reimbursement as permitted by the terms of the Award.
- ii. The State, at its discretion and in good faith, may unilaterally increase or decrease the total funds available under this Grant, the funds available under the Grant during any State Fiscal Year or the funds available for any specific line item described in this Grant. In Order to Exercise this right, the State shall provide written notice to Grantee in a form substantially equivalent to Exhibit C. The exercise of this right shall not be valid until it has been approved by the State Controller or delegate.

##### B. Reimbursement of Grantee Costs

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and

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

E. Close-Out

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

**6. REPORTING - NOTIFICATION**

A. Performance and Final Status

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

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State 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.

**7. GRANTEE RECORDS**

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

## 8. CONFIDENTIAL INFORMATION-STATE RECORDS

### A. Confidentiality

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

### B. Other Entity Access and Nondisclosure Agreements

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

### C. Use, Security, and Retention

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

### D. Incident Notice and Remediation

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

E. Safeguarding PII

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

**9. CONFLICTS OF INTEREST**

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

**10. INSURANCE**

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

**11. REMEDIES**

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

**12. DISPUTE RESOLUTION**

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

**13. NOTICES AND REPRESENTATIVES**

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

**14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

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

## 15. GOVERNMENTAL IMMUNITY

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

## 16. GENERAL PROVISIONS

### A. Assignment

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

### B. Captions and References

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

### C. Entire Understanding

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

### D. Modification

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

### E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

### F. Digital Signatures

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

### G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full

force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

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

J. Waiver

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

K. Accessibility

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq.*, C.R.S. Grantee shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.

## EXHIBIT A, STATEMENT OF WORK

### 1. GENERAL DESCRIPTION OF THE PROJECT(S).

**1.1** Gunnison County, in partnership with West Region Wildfire Council, will use this funding to focus on reducing loss of life, property and infrastructure due to wildfire. Secondary project benefits also reduce the risks of post-fire hazards such as flooding and debris flows. Funding will further enable all partners and stakeholders, within the 'West Region' of Colorado including Delta, Gunnison, Hinsdale, Montrose, Ouray and San Miguel Counties, to enhance the knowledge, skills and expertise of the current wildfire mitigation workforce to expand and improve the administration of mitigation assistance. Specifically, funding will increase and improve the West Region Wildfire Council's capacity and activities in the following categories: land use and building code activities, partnerships, wildfire mitigation project scoping, mitigation project planning as well as further the development and implementation of their MyWildfireRisk program.

**1.2 Project Expenses.** Project expenses include the costs to Parcel Scale Mitigation & Preparedness, Risk Assessment, Planning & Project Pipeline Development, Develop a BCA for future FEMA funding, and Administrative Indirect Cost as described in §1.1 of this Exhibit A. All eligible expenses are categorically listed in the budget table in Exhibit B.

**1.3 Match:** This match section does not apply to this Grant.

### 2. ADMINISTRATIVE REQUIREMENTS:

**2.1** The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management (DHSEM).

**2.2 Required Documentation:** Grantees shall retain all procurement and payment documentation on site for inspection. This shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports.

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

**2.2.1 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.

**2.2.2 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.

**2.3 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:

**2.3.1** 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

**EXHIBIT A, SCOPE OF WORK (CONT.)**

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.

**2.3.2** Grantee shall verify Contractor(s) is/are not debarred from participation in state and federal programs by reviewing contractor debarment information on <http://www.sam.gov>.

**2.3.3** 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 following phrase in the request listing:

*“This project was supported by grant #2021SB-21-054-GC, issued by the Colorado Division of Homeland Security and Emergency Management.”*

**2.4 Additional Administrative Requirements:**

**2.4.1** None

**3. PRINCIPLE REPRESENTATIVES:**

**For the State:**

Matt Arsenault, Mitigation Projects Team Supervisor  
Department of Public Safety,  
Division of Homeland Security & Emergency Management  
9195 East Mineral Avenue, Suite 200  
Centennial, CO 80112  
Matt.Arsenault@state.co.us

**For Grantee:**

Scott Morrill  
Emergency Management  
Gunnison County  
510 W. Biddell  
Gunnison, CO 81230  
SMorrill@gunnisoncounty.org

**4. REPORTING REQUIREMENTS:**

**3.1 Quarterly Progress Reports.** The project(s) approved in this Grant are to be completed on or before the termination date stated on the agreement’s Grant Award Letter of this grant agreement. Grantee shall submit quarterly progress reports for each project identified in this agreement using the format provided by the DHSEM throughout the life of the grant.

Grantee shall submit narrative and financial reports describing project progress and accomplishments, and/or any delays in meeting project objectives and expenditures, to date as described in §4 of this Exhibit A.

Reports shall be submitted in accordance with the schedule table below. The order of the reporting period quarters below is irrelevant to the grant. Reports for the respective period are due on or before the due dates listed below if the grant is open during the “report period” time, and for every quarter that the grant remains open.

Report Period	Due Date
October – December	January 30
January –March	April 30
April – June	July 30
July – September	October 30

**3.2 Final Reports:** Grantee shall submit final progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the

## EXHIBIT A, SCOPE OF WORK (CONT.)

project/grant period of performance. 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 during the period of performance. Further reports are not due after the DHSEM has received, and sent notice of acceptance, of the final grant report.

### 5. PAYMENT:

**4.1 Payment Schedule:** Grantee shall submit requests for reimbursement using the DHSEM's provided form, submission preference, and quarterly at minimum. One original or electronically signed/submitted copy of the reimbursement request is due on the same dates as the required progress reports outlined in §4.1 of this Exhibit A.

All requests shall be for eligible actual expenses incurred by Grantee, and as described in detail in the budget table(s) of Exhibit B. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution as outlined in §3.2 of this Exhibit A.

If any progress reports are delinquent at the time of a payment request, the DHSEM may withhold such reimbursement until the required reports have been submitted.

**4.2 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.

### 6. TESTING AND ACCEPTANCE CRITERIA:

The DHSEM shall evaluate Project(s) through the review of Grantee submitted financial and progress reports, and 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.

## EXHIBIT B, BUDGET

### BUDGET:

<i>Project Activity/Line Item</i>	<i>State Share</i>	<i>Local Share</i>	<i>TOTAL Project</i>
Administrative/Project Management	\$ 27,272.73	\$ 0.00	\$ 27,272.73
Mitigation & Preparedness	\$ 191,261.04	\$ 0.00	\$ 191,261.04
Risk Assessment, Planning & Project Pipeline Development	\$ 51,212.06	\$ 0.00	\$ 51,212.06
FEMA Funding proposal development including a BCA	\$ 30,254.17	\$ 0.00	\$ 30,254.17
<b>TOTAL BUDGET</b>	<b>\$ 300,000.00</b>	<b>\$ 0.00</b>	<b>\$ 300,000.00</b>
<b>TOTAL AWARD AMOUNT</b>	<b>\$ 300,000.00</b>		



MEMORANDUM OF AGREEMENT  
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF  
GUNNISON, COLORADO AND THE WEST REGION WILDFIRE COUNCIL  
REGARDING COLORADO SENATE BILL 21-054 PROVIDING FUNDING FOR  
WILDFIRE MITIGATION AND EDUCATION ACTIVITIES IN THE WEST REGION

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2022, between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (“Gunnison County”) and the West Region Wildfire Council, a Colorado non-profit corporation, whose address is 160 S. Amelia St, Ridgway Colorado 81432.

A. RECITALS.

Pursuant to Colorado Senate Bill 21-054, participating counties may receive and utilize funds for wildfire mitigation and education activities. The act requires the state treasurer to transfer \$6 million from the general fund to the forest restoration and wildfire risk mitigation grant program cash fund. The state treasurer is also required to transfer \$3 million from the general fund to the wildfire preparedness fund. The Colorado Division of Homeland Security and Emergency Management in the Department of Public Safety is required to use these funds to provide local governments that are eligible to receive federal grants with strategic planning assistance for wildland fire hazard mitigation.

In 2021, the Division of Homeland Security and Emergency Management, in recognition of the unique and highly effective wildfire mitigation and education programs created by the West Region Wildfire Council, encouraged the West Region Wildfire Council to apply for funds under SB 21-054. SB 21-054 stipulates that funds be awarded to a local government. In late 2021, Gunnison County applied for funding under Senate Bill 21-054 on behalf of the West Region Wildfire Council. In February 2022, Gunnison County was notified by the Colorado Division of Homeland Security and Emergency Management that the application was approved, with funding in the amount of \$300,000.

The West Region Wildfire Council will use these funds for wildfire mitigation and education activities in the West All Hazards Region of Colorado, which encompasses Delta, Gunnison, Hinsdale, Montrose, Ouray and San Miguel Counties.

Gunnison County wishes to act as fiscal agent for distributing SB 21-054 funds to the West Region Wildfire Council.

## B. AGREEMENT

NOW THEREFORE, in consideration of the Recitals above, the parties herein agree to the following terms and conditions:

### 1. TERM.

This Agreement shall become effective upon the date entered into as set forth above and shall remain in force until all Senate Bill 21-054 Funds received and designated by Gunnison County have been reimbursed to Gunnison County and all associated reports and documentation have been completed and accepted by the Division of Homeland Security and Emergency Management unless sooner terminated, amended or replaced as provided herein. The Division of Homeland Security and Emergency Management has established a three (3) year performance period from date of execution of the State contract for expending these funds.

### 2. CONSIDERATION.

A. In consideration and exchange for West Region Wildfire Council's fire mitigation activities in the West Region, Gunnison County, as fiscal agent, agrees to and shall:

1. Incur costs and receive reimbursement of SB 21-054 Funds in support of the West Region Wildfire Council's efforts under this funding award.
2. Receive reimbursement / invoice payment requests from the West Region Wildfire Council for completed wildfire mitigation related work and pay those invoices according to the County's established voucher payment schedule.
3. Be reimbursed for project related expenses from the Colorado Division of Homeland Security and Emergency Management office. Gunnison County has already granted the West Region Wildfire Council 'registered agent' status for this project which allows for WEST REGION WILDFIRE COUNCIL to submit reimbursement requests, supporting documentation and other reporting requirements on behalf of Gunnison County for this project.

B. In consideration and exchange for Gunnison County's acting as fiscal agent for SB 21-054 funds, West Region Wildfire Council agrees to and shall:

1. Utilize the SB 21-054 Funds for wildfire mitigation and related activities within the West Region of Colorado, which includes Delta, Gunnison, Hinsdale, Montrose, Ouray and San Miguel Counties to:

- a) increase and improve the West Region Wildfire Council's capacity and activities in the following categories:
  - land use and building code activities
  - partnerships
  - wildfire mitigation project scoping and planning for short term implementation as well as help build a project pipeline for future project development
- b) Continue development and implementation of the MyWildfireRisk technology and program as well as the utilization of a Customer Relations Management System.
- c) Develop and carry out community wildfire protection plans in coordination with each of the counties
- d) Support the completion of a Benefit- Cost- Analysis and other necessary supporting documentation in preparation of a future FEMA funding proposal.

2. Maintain all necessary and appropriate records regarding receipt and expenditures of the SB 21-054 funds and provide all records requested by Gunnison County and/or the Colorado Division of Homeland Security and Emergency Management.

3. After the county has paid West Region Wildfire Council for project related invoices, as registered agent acting on behalf of Gunnison County, the West Region Wildfire Council will submit reimbursement requests to the State, utilizing the EMGrants System. The West Region Wildfire Council will submit for reimbursement to the state within 30 days of payment receipt from Gunnison County. A copy of the reimbursement request and all supporting documentation will be sent to both the County Finance Director as well as the County Emergency Manger.

3. Provide quarterly reports as directed in the Colorado Division of Homeland Security and Emergency Management Grant Award Letter and Summary of Grant Award Terms and Conditions, under Encumbrance Number 2021SB-21-054-GC. A copy of the quarterly report will be sent to both the Gunnison County Finance Director as well as the Gunnison County Emergency Manager.

4. Prior to the expiration of this Agreement, the West Region Wildfire Council shall warrant and certify in writing to Gunnison County that they have complied with the requirements of the SB 21-054, as directed in the

### 3. INDEPENDENT CONTRACTOR.

A. In carrying out its obligations and activities under this Agreement, the West Region Wildfire Council is acting as an independent entity and has been granted registered agent status for the purposes of this project, and not as joint venture or employee of Gunnison County. West Region Wildfire Council does not have any authority to bind Gunnison County in any manner whatsoever.

**B. West Region Wildfire Council acknowledges and agrees that West Region Wildfire Council is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.** Further, West Region Wildfire Council is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

### 4. INDEMNIFICATION.

West Region Wildfire Council shall irrevocably and unconditionally 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. Further, the County shall not be liable to West Region Wildfire Council or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and West Region Wildfire Council expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, West Region Wildfire Council will provide the County reasonably prompt notice of the relevant claim. West Region Wildfire Council will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by West Region Wildfire Council but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to West Region Wildfire Council or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

## 5. INSURANCE.

West Region Wildfire Council agrees that at all times during the Term of this Agreement that West Region Wildfire Council shall 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, West Region Wildfire Council will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, West Region Wildfire Council shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by West Region Wildfire Council during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of West Region Wildfire Council's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by West Region Wildfire Council. West Region Wildfire Council shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, West Region Wildfire Council's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of West Region Wildfire Council. West Region Wildfire Council shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. West Region Wildfire Council agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the West Region Wildfire Council to the County under this Agreement. West Region Wildfire Council shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

## 6. DELEGATION AND ASSIGNMENT.

West Region Wildfire Council shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County and the Colorado Division of Homeland Security and Emergency Management which consent Gunnison County or the Colorado Division of Homeland Security and Emergency Management 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.

#### 7. IMMIGRATION COMPLIANCE CERTIFICATION.

West Region Wildfire Council certifies that West Region Wildfire Council does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

West Region Wildfire Council certifies that West Region Wildfire Council has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

West Region Wildfire Council 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.

West Region Wildfire Council 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.

West Region Wildfire Council agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

#### 8. DISCRIMINATION.

West Region Wildfire Council 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. West Region Wildfire Council 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, West Region Wildfire Council shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

#### 9. AMERICANS WITH DISABILITIES ACT COMPLIANCE.



available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

13. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the West Region Wildfire Council receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

14. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. West Region Wildfire Council has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and West Region Wildfire Council shall not employ any person having such known interests. West Region Wildfire Council shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. West Region Wildfire Council represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of West Region Wildfire Council by placing the West Region Wildfire Council's own interests, or the interests of any party with whom the West Region Wildfire Council has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given West Region Wildfire Council written notice describing the conflict.

15. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time,

either party may terminate this Agreement and both parties will be released from any further obligation to the other.

#### 10. 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.

#### 11. 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.

#### 12. COUNTERPARTS: ELECTRONIC TRANSMISSION.

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

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

### 13. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Western Wildfire Council and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Western Wildfire Council’s or a subcontractor’s website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

### 14. RECORDS.

Western Wildfire Council shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Western Wildfire Council shall be subject to financial audit by federal, state or county auditors or their designees. Western Wildfire Council authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours’ notice to Western Wildfire Council. Western Wildfire Council shall fully cooperate during such audit or inspections.

### 15. 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. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

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

BOARD OF COUNTY COMMISSIONERS OF  
THE COUNTY OF GUNNISON, COLORADO

By: \_\_\_\_\_  
Jonathon Houck, Chairperson

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

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

ATTEST:

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

WEST REGION WILDFIRE COUNCIL,  
(a Colorado non-profit corporation)

By:  \_\_\_\_\_  
Jamie Gomez, Executive Director

ATTEST:

\_\_\_\_\_  
Secretary



**COLORADO**  
 Division of Homeland Security  
 & Emergency Management  
 Department of Public Safety

Scott Morrill  
 Gunnison County Emergency Manager  
 510 W. Biddell  
 Gunnison, CO 80230

March 14, 2022

Re: SB 21-054 Award Letter - Encumbrance Number #2021SB-21-054-GC

Dear Mr. Morrill,

The Colorado Division of Homeland Security & Emergency Management (DHSEM) is pleased to inform you that your sub-application for funding pursuant to the SB 21 054 Grant Program is approved in the amount of **\$300,000.00** (100% State Funds). Project funding award is based on the project description provided in the application and outlined in the following table:

<i>Description</i>	<i>Amount</i>
Administrative/Project Management	\$ 27,272.73
Mitigation & Preparedness	\$ 191,261.04
Risk Assessment, Planning & Project Pipeline Development	\$ 51,212.06
FEMA Funding proposal development including a BCA	\$ 30,254.17
<b>TOTAL GRANT AWARD</b>	<b>\$300,000.00</b>

DHSEM will issue your grant award as an Intergovernmental Grant Agreement. The issuance of this agreement functions like a ‘purchase order’ for requests for reimbursements (RFRs) in the State financial system, and **does not** require original signatures on a formal agreement from your approving authorities, as done in the past, in order to reduce unnecessary delays in processing formalized agreement documents and your awarded projects.

To issue Intergovernmental Grant Agreement, DHSEM must receive the following up-to-date forms (included with this letter) submitted electronically to Matt Arsenault, matt.arsenault@state.co.us:

1. W-9
2. EFT form
3. Letter of Acceptance signed by Authorized Signatory (See attached)

After receiving the above-mentioned required forms, DHSEM will issue the Intergovernmental Grant Agreement and terms and conditions for your grant award to you.

The period of performance for the 2021SB 21-054-GC is from March 10, 2022 to March 10, 2024. All requests for reimbursements (RFRs) must cover work completed, or expenditures claimed, within this

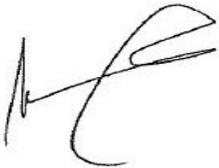


period of performance. Quarterly RFRs and Progress Reports submissions will utilize the State's EMGrants system (<https://co.emgrants.com>).

For questions regarding your SB 21-054 Grant Agreement or any Mitigation program, please contact Matt Arsenault at (720) 708-8358 or [matt.arsenault@state.co.us](mailto:matt.arsenault@state.co.us) or Julie Beyers at (720) 454-6483 or [julie.beyers@state.co.us](mailto:julie.beyers@state.co.us).

Thank you for your assistance in managing this grant sub-award.

Sincerely,



Matt Arsenault  
Mitigation Projects Team Supervisor  
Division of Homeland Security and Emergency Management

CC: File



**COLORADO**  
Department of Public Safety

700 Kipling Street, Lakewood, CO 80215 | [www.colorado.gov/publicsafety](http://www.colorado.gov/publicsafety)

Jared Polis, Governor | Stan Hilkey, Executive Director



# COLORADO

Division of Homeland Security  
& Emergency Management

Department of Public Safety

## Letter of Acceptance

March 14, 2022

**Encumbrance Number: SB 21 054 Grant**  
**Sub-recipient Name: Gunnison County**  
**Grant Name: SB 21-054**

This letter serves as notification and acceptance of the Grant Agreement (SB 21 054) for the Senate Bill 2021-054 in the amount of **\$300,000.00** 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 are provided for issuance of the award through the State financial system and accompany this letter of acceptance:

1. Current *Request for Taxpayer Identification Number and Certification (W-9)* form
2. Current *Electronic Funds Transfer (EFT)* form

*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 Grant Agreement referenced above.*

By (Printed Name): \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
\*Signature

\_\_\_\_\_  
Date



**COLORADO**

Department of Public Safety

700 Kipling Street, Lakewood, CO 80215 | [www.colorado.gov/publicsafety](http://www.colorado.gov/publicsafety)

Jared Polis, Governor | Stan Hilkey, Executive Director



# COLORADO

## Division of Homeland Security & Emergency Management

Department of Public Safety

### Hazard Mitigation Application All Project Types

#### Designated Agent's Delegation of Project Management Duties

**Instructions:** Use this form to designate authority of grant management duties as noted to the following personnel:

Lilia C Falk

Name

Director of Finance, Agreements & HR

Title

Lilia.Falk@COwildfire.org

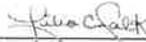
Email

#### EMGrants Access Rights:

- Primary User (Can obligate and/or sign SF 424)
- Alternate User (Can obligate and/or sign SF 424)
- Authorized User (Full Access)
- Auditor (Read Only)

#### Project/Grant-Specific Authorities:

- Primary Point of Contact (Local project manager)
- Alternate Point of Contact (Assists project manager)
- Submit Applications in EMGrants and eGrants
- Submit Scope of Work and Budget Change Requests
- Submit Progress Reports
- Submit Requests for Reimbursement
- Submit Closeout Documents

  
Signature of Authorized Individual

11.17.2021  
Date

**The above authorization will commence on the date of this statement, as attested to below, and will apply for the duration of the following:**

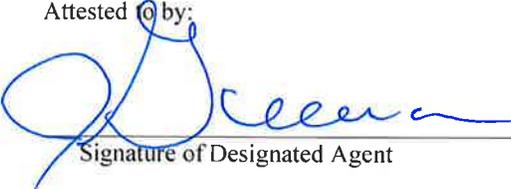
Organization: Gunnison County/ West Region Wildfire Council

Project Name: Increasing Capacity for Wildfire Risk Reduction in the West Region

Contract Number: \_\_\_\_\_

Program(s) or Grant(s): SB-21-054

Attested to by:

  
Signature of Designated Agent

CFO  
Title

11/24/21  
Effective Date



# COLORADO

## Division of Homeland Security & Emergency Management

Department of Public Safety

GUNNISON COUNTY  
LI: 2021-49

### Hazard Mitigation Application All Project Types

#### Designated Agent's Delegation of Project Management Duties

**Instructions:** Use this form to designate authority of grant management duties as noted to the following personnel:

Lilia C Falk

Name

Director of Finance, Agreements & HR

Title

Lilia.Falk@COwildfire.org

Email

#### EMGrants Access Rights:

- Primary User (Can obligate and/or sign SF 424)
- Alternate User (Can obligate and/or sign SF 424)
- Authorized User (Full Access)
- Auditor (Read Only)

#### Project/Grant-Specific Authorities:

- Primary Point of Contact (Local project manager)
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- Submit Applications in EMGrants and eGrants
- Submit Scope of Work and Budget Change Requests
- Submit Progress Reports
- Submit Requests for Reimbursement
- Submit Closeout Documents

  
Signature of Authorized Individual

11.17.2021  
Date

**The above authorization will commence on the date of this statement, as attested to below, and will apply for the duration of the following:**

Organization: Gunnison County/ West Region Wildfire Council

Project Name: Increasing Capacity for Wildfire Risk Reduction in the West Region

Contract Number: \_\_\_\_\_

Program(s) or Grant(s): SB-21-054

Attested to by:

  
Signature of Designated Agent

  
Title

12/7/2021  
Effective Date

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

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**Agenda Item:** Introduction, reading and instructions regarding p

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

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**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Introduction, reading and instructions regarding publication of Gunnison County Ordinance No. 19: An Ordinance Repealing Ordinance No. 11 Regarding Pollution Caused by Wood Smoke

**Fiscal Impact:**

**Submitted by:** Donita Bishop

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/11/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 5/17/2022

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**BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY**

**ORDINANCE NO. 19**

**AN ORDINANCE REPEALING ORDINANCE NO. 11 REGARDING POLLUTION  
CAUSED BY WOOD SMOKE.**

WHEREAS, on December 11, 2000, the Gunnison County Board of County Commissioners (Board) adopted Ordinance No. 11, concerning the regulation of pollution caused by wood smoke in unincorporated Gunnison County;

WHEREAS, as acknowledged by Ordinance No. 11, the Gunnison County Land Use Resolution (LUR) fully regulates and addresses pollution caused by wood smoke in the County, including the provision of remedies available to the County and penalties that may be assessed against violators of such provisions of the LUR;

WHEREAS, the Colorado Legislature, through passage of Senate Bill 21-271, amended the penalties associated with violation of county ordinances, such that Ordinance No. 11 no longer provides for a criminal penalty that is permitted by law; and

WHEREAS, due to the foregoing, the Board has determined that Ordinance No. 11 is no longer necessary or appropriate to remain in effect;

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

**Section 1. Repeal.**

Ordinance No. 11, An Ordinance Establishing Regulations for Controlling Pollution Caused by Wood Smoke within Unincorporated Gunnison County, Colorado, is hereby repealed and is no longer in effect as of the effective date of this Ordinance.

**Section 2. Certification.**

The County Clerk shall certify to the passage of this Ordinance and make not less than three copies of the adopted Code available for inspection by the public during regular business hours.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS AFTER A PUBLIC HEARING AND SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

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

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Jonathan Houck, Chairperson

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Roland Mason, Commissioner

---

Elizabeth Smith, Commissioner

Attest:

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Deputy County Clerk

CLERK'S CERTIFICATION

I, Kathy Simillion, Clerk and Recorder of Gunnison County, Colorado, do hereby attest and certify that the Ordinance set forth above was introduced, read and ordered published at a regular meeting of the Board of County Commissioners of Gunnison County, Colorado on \_\_\_\_\_, 2022. The Ordinance was then published in the *Gunnison County Times* on \_\_\_\_\_, 2022. It was thereafter passed at a regular meeting of the Board of County Commissioners of Gunnison County, Colorado on \_\_\_\_\_ and published in the *Gunnison Country Times* on \_\_\_\_\_.

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Kathy Simillion  
Clerk and Recorder of Gunnison County