

- 1 - July 5, 2022 BOCC Regular Meeting agenda
- 2 - HS_consent 1 - OL no1, Dept of Health Care Policy_Hinsdale Co incentives
- 3 - Scheduling, July 5 - Aug 9, 2022 BOCC Calendar
- 4 - consent 1, CDPHE OL no1, 2022 0237 for admin of Env Health Svcs
- 4 - consent 2, Parent Possible Daniels Fund award
- 4 - consent 3, Provider Agreement_RE1J Schools, Juvenile Services_mental health
- 4 - consent 4, BLM grant app Letter of Support_Taylor Hydroelectric
- 4 - consent 5, Professional Svcs Agreement_Houseal Lavigne_for Master Plan North Gunnison
- 4 - consent 6 - OL no1, Dept of Health Care Policy_Gunnison Co incentives
- 4 - consent 7, USFS GMUG Law Enforcement Annual Operating_Financial Plan
- 4 - consent 8, CO Dept of Military_Veterans Affairs Grant Award
- 4 - consent 9, IGA Weed Agreement 2022
- 5a - Ratif of CM sign - Site Lease No 658635
- 5b - Ratif of CM sign - Site Lease No 658636
- 6a - Contractor Agreement_Steincrusher LLC
- 6b - USFS Contract_Watson Flats Pit
- 7 - Town of CB_USPS location
- 8 - Boundary Line Adjustment - Elk Horn Ranch
- 9 - Adoption of GC Ordinance No 20_Amending Ords 14 and 16_Fire Bans
- 10 - BLM invite for Cooperating Agency - Big Game Amendment

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, July 5, 2022

Page 1 of 3

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

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES:

- 8:30 am
- Call to Order
 - 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. Extension of Term; Option Letter #1, Department of Health Care Policy and Financing; for Hinsdale County incentives, Health Care Policy and Financing (HCPF), Medicaid; State Fiscal Year 2023; \$6,072.29
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:35 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. Colorado Department of Public Health and Environment (CDPHE); Option Letter #1, 2022* 0237; Extension Term, providing uniform, statewide administration of environmental health services, for retail food establishments, child care facilities, and schools; 7/01/2022 - 6/30/2023; \$15,000
 2. Funding Agreement; Parent Possible; Gunnison County Health and Human Services; Startup costs for the Parents as Teachers (PAT) program in Gunnison and Hinsdale Counties; 6/23/2022 - 9/30/2022; \$7,500 from The Daniels Fund
 3. Provider Agreement; RE1J School District; Juvenile Services Department; to assist the District in promoting Social Emotional Learning and mental health; 7/01/2022 - 5/30/2023; \$50,000
 4. Letter of Support request; Bureau of Reclamation Grant Application; Gunnison County Electric Association; for funding and development of the proposed Taylor River hydroelectric facility
 5. Professional Services Agreement; Houseal Lavigne Associates; City and County of Gunnison; for creation of North Gunnison area Master Plan; effective 7/5/2022 - 10/15/2023, unless sooner terminated; County portion up to \$73,410
 6. Extension of Term; Option Letter #1, Department of Health Care Policy and Financing; for Gunnison County incentives, Health Care Policy and Financing (HCPF), Medicaid; State Fiscal Year 2023; \$18,509.67
 7. USDA, Forest Service Grand Mesa, Uncompahgre, and Gunnison (GMUG) National Forests; Cooperative Law Enforcement Annual Operating Plan & Financial Plan; Gunnison County Sheriff's Office; effective upon last date signed until 12/31/2022; up to \$5,500
 8. Colorado Department of Military and Veterans Affairs Grant Award; Gunnison County Veterans Services; for qualifying veteran services, including dental care and treatment reimbursement; 7/01/2022 - 6/15/2023; \$35,000
 9. Intergovernmental Weed Agreement regarding Undesirable Plant Management 2022; Gunnison County, Saguache County, Hinsdale County, Town of Crested Butte, Town of Mt. Crested Butte, Town of Pitkin, City of Gunnison; to govern the relationship for the management of undesirable plants; 1/01/2022 - 12/31/2022
 - County Manager's Reports
 1. Ratification of County Manager's Signature; First Amendment to Site and Improvement Lease Agreement; Site Lease Instrument No. 658635; Dated 6/30/2022

*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, July 5, 2022

Page 2 of 3

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

- 2. Ratification of County Manager's Signature; First Amendment to Lease Purchase Agreement; Site Lease Instrument No. 658636; Dated 6/30/2022
- Deputy County Manager's Reports and Project Updates
 - 1. Contractor Agreement; Steincrusher, LLC; for crushing services for Gunnison County; 6/08/2022 – 12/31/2022; \$6 per ton, plus \$10,000 mobilization fee for Watson Flats pit, and \$5.35 per ton, plus \$10,000 mobilization fee for Tamarcaz pit
 - 2. USFS Contract for the Sale of Mineral Materials; for Sand and Gravel at Watson Flats Pit; June 29, 2022 - 6/29/2032; estimate, less than \$10 per ton
- 9:00 am • Town of Crested Butte; United States Postal Service Facility Location
- 9:10 am • Boundary Line Adjustment; Section 7, Township 11 South, Range 88 West of the 6th PM; Elk Horn Ranch, LLC and Susan and Jerry Anderson; LUC-22-00011
- 9:15 am • Adoption of Gunnison County Ordinance No. 20, An Ordinance Amending the Penalties Set Forth in Ordinance Nos. 14 and 16 Regarding Process to Periodically Ban Open Fires and Identification of "Red Flag" Fire Days
- 9:20 am • 2023 Legislative Priorities
- 9:25 am • BLM invitation to participate as a Cooperating Agency in preparation for a resource management plan amendment (RMPA) and environmental impact statement (EIS); to consider amending Land Use Plans for the Conservation of Big Game Corridor and Important Habitat Areas
- 9:30 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.
- Adjourn

BREAK

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT:

- 9:55 am • Call to Order
- Possible Executive Session Pursuant to Colo. Rev. Stat. § 24-6-402(4)(b): Conference with the County Attorney or Deputy County Attorney to receive legal advice in relation to submission of ballot issues to voters in Gunnison County related to taxation and revenues under Colorado Law
- Resolution; Submitting to the Eligible Electors of the Gunnison River Valley Local Marketing District at the General Election to be Held on November 8, 2022 a Ballot Issue and Title to Allow the District's Marketing and Promotion Tax Revenues to be Used for the Additional Purposes of Housing and Childcare for the Tourism-Related Workforce and Other Workers in the Community, and for Facilitating and Enhancing Visitor Experiences; and Authorizing Actions Regarding the Conduct of Such Election
- Adjourn

(Packet information and Zoom meeting details - continued on page 3)

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GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, July 5, 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.

(see Zoom Meeting Details on page 3)

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: Extension of Term; Option Letter #1, Department of

Action Requested: Discussion

Parties to the Agreement: Department of Health Care Policy and Financing

Term Begins: 07/01/2022

Term Ends:

Grant Contract #: Option letter 1 to Original 22-1

Summary:

Want to make sure Finance, County Attorney and the Board are aware of the extension. In accordance with Section 2.C. of the Original Contract referenced above. the State hereby exercises its option for an

Fiscal Impact:

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 6/30/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 6/30/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/1/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 7/5/2022

OPTION LETTER #1

State Agency Department of Health Care Policy and Financing	Option Letter Number 1
Contractor Hinsdale County	Original Contract Number 22-171376
Current Contract Maximum Amount Initial Term State Fiscal Year 2022 \$6072.29	Option Contract Number 22-171376OL1
Extension Terms State Fiscal Year 2023 \$6072.29	Contract Performance Beginning Date The Effective Date or July 1, 2022, whichever is later.
Total for All State Fiscal Years \$12144.58	Current Contract Expiration Date June 30, 2023

1. OPTIONS:

A. Option to extend for an Extension Term

2. REQUIRED PROVISIONS:

A. In accordance with Section 2.C. of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning July 1, 2022 and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

3. OPTION EFFECTIVE DATE:

A. The effective date of this Option Letter is upon approval of the State Controller or July 1, 2022, whichever is later.

<p>STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>DocuSigned by: <i>Kim Bimestefer</i> 0B6A84797EA8493...</p> <p>By: _____ Date: <u>6/28/2022</u></p>	<p>In accordance with C.R.S. §24-30-202, this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: <i>Robert Jaros</i> 5E7821C38FAC42A...</p> <p>By: _____ Option Effective Date: <u>6/28/2022</u></p>
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Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

July 5, 2022 – August 9, 2022
(as of 7/01/2022)

Board of County Commissioners

1. BOCC Regular Meeting

July 5, 2022, All Day @ BOCC Boardroom

[More Details](#)

2. Mayors & Managers Meeting - Hosted by Town of Pitkin

July 7, 2022, 12:00 PM - 1:30 PM

[More Details](#)

3. BOCC Work Session

July 12, 2022, All Day @ BOCC Boardroom

[More Details](#)

4. BOCC Regular Meeting

July 19, 2022, All Day @ BOCC Boardroom

[More Details](#)

5. BOCC Work Session

July 26, 2022, All Day @ BOCC Boardroom

[More Details](#)

6. BOCC Regular Meeting

August 2, 2022, All Day @ BOCC Boardroom

[More Details](#)

7. Mayors & Managers Meeting - Hosted by Library District

August 4, 2022, 12:00 PM - 1:30 PM

[More Details](#)

8. BOCC Work Session

August 9, 2022, All Day @ BOCC Boardroom

[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Department of Public Health and Environme

Action Requested: Discussion

Parties to the Agreement: Colorado Department Of Public Health and Environment and Board of County Commissioners of Gunnison C

Term Begins: 07/01/2022

Term Ends:

Grant Contract #:

Summary:

Annual agreement and it is paid quarter for Consumer Protection Budget

Fiscal Impact:

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 6/30/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 6/28/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/1/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 7/5/2022

OPTION LETTER #: 1

State Agency: Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246				Original Contract Number: 2022*0237		
Contractor: Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 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				Option Letter Contract Number: 2022*0237 Option Letter #1		
Contract Performance Beginning Date: July 1, 2021				Current Contract Expiration Date: June 30, 2023		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2022*0237	\$0	\$15,000.00	\$0	7/1/21-6/30/22	\$15,000.00
Option Letter #1	2022*0237 Option Letter #1	\$0	\$15,000.00	\$0	7/1/22-6/30/23	\$15,000.00
Current Contract Maximum Cumulative Amount						\$30,000.00

1) OPTIONS

- A. Option to extend for an Extension Term.
- B. Option to change quantity of services under the Contract.

2) REQUIRED PROVISIONS:

- A. In accordance with Section 4 of Exhibit A – Additional Provisions of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning July 1, 2022, and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended for the following reason: to continue to provide environmental health services to achieve the uniform statewide administration, implementation and enforcement of standards and rules established by the CDPHE for retail food establishments, child care facilities, and schools.
- B. In accordance with Section 5 of Exhibit A – Additional Provisions of the Original Contract referenced above, the State hereby exercises its option to increase the quantity of services at the rates stated in the Original Contract for the following reason: to add funding for another term.
- C. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown above.

3) OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is July 1, 2022.

SIGNATURE PAGE

<p align="center">STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>DocuSigned by:  2EDEF870A1A7D4EC...</p> <hr/> <p align="center">By: Signature</p> <p>Lisa McGovern</p> <hr/> <p align="center">Name of Executive Director Delegate</p> <p>Procurement & Contracts Section Director for Health Divisions</p> <hr/> <p align="center">Title of Executive Director Delegate</p> <p align="right">2022-06-14</p> <p>Date: _____</p>	<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.</p> <p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by:  C48A640EBA79405...</p> <hr/> <p align="center">By: Signature</p> <p>Justin weigle</p> <hr/> <p align="center">Name of State Controller Delegate</p> <p>Health Divisions Controller</p> <hr/> <p align="center">Title of State Controller Delegate</p> <p align="right">2022-06-23</p> <p>Option Effective Date: _____</p>
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-- Signature Page End --

INTERGOVERNMENTAL MASTER CONTRACT

STATE:

State of Colorado for the use & benefit of the
Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, CO 80246

CONTRACTOR:

Board of County Commissioners of Gunnison County
(a political subdivision of the State of Colorado)
200 East Virginia Avenue, Gunnison, CO 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
CONTRACTOR DUNS:

CONTRACT MADE DATE: 11/23/2016

CONTRACTOR ENTITY TYPE:

Political Subdivision

TERM:

This Contract shall be effective upon approval by
the State Controller, or designee, or on 07/01/2017,
whichever is later. The Contract shall end on 06/30/2022.

STATUTORY AUTHORITY:

CLASSIFICATION: >select one<

ZERO COST MASTER CONTRACT

PROCUREMENT METHOD:

Exempt

BID/RFP/LIST PRICE AGREEMENT NUMBER:

n/a

LAW SPECIFIED VENDOR STATUTE:

n/a

STATE REPRESENTATIVE:

Lisa McGovern
4300 Cherry Creek Drive South
Denver, CO 80246

CONTRACTOR REPRESENTATIVE:

Carol Worrall, Director of Public Health
225 North Pine Street, Suite E
Gunnison, CO 81230-2333

PROJECT DESCRIPTION:

The intent of this Master Contract is to set forth the general contract terms and conditions between the parties and to define how the parties will contract with each other in the future using the Task Order Contract process as defined in the Master Contract.

EXHIBITS:

The following exhibits are hereby incorporated:

- Exhibit One - Additional Provisions (and any of its Attachments)
- Exhibit Two - Task Order Contract Template (and its Exhibit A and Exhibit B)

COORDINATION:

The State warrants that required approval, clearance and coordination has been accomplished from and with appropriate agencies. Section 29-1-203, C.R.S., as amended, encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other to the fullest extent possible to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting entities.

APPROVAL:

In no event shall this Contract be deemed valid until it shall have been approved by the State Controller or his/her designee.

PROCUREMENT:

All State of Colorado contracts with its political subdivisions and other governmental entities are exempt from the State of Colorado's personnel rules and procurement code.

PRICE PROVISIONS:

Payments pursuant to this Contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services and/or deliverables. The liability of the State at any time for such payments shall be limited to the encumbered amount remaining of such funds.

Authority exists in the laws and funds have been budgeted, appropriated and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment.

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

STATEMENTS OF WORK:

Statements of Work and Budgets are to be included in Task Order Contracts.

GENERAL PROVISIONS

The following clauses apply to this Contract. In some instances, these general clauses have been expanded upon in other sections/exhibits of/to this Contract. To the extent that other provisions of the Contract provide more specificity than these general clauses, the more specific provision shall control.

1. Governmental Immunity. Notwithstanding any other provision to the contrary, 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, protection or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 et.seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101 et.seq. CRS and the risk management statutes, Section 24-30-1501, et.seq, CRS as now or hereafter amended.
2. Available Funds Contingency
 - a. Available Funds. The State is prohibited by law from making commitments beyond the term of the State's current fiscal year; therefore, Contractor's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the available amount remaining of such encumbered funds. In the event that state funds become unavailable for this Contract, as determined by the State, the State may immediately terminate this Contract or amend it accordingly.
 - b. Federal Funds Contingency. Payment pursuant to this Contract, if in federal funds, whether in whole or in part, is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. In the event that said funds, or any part thereof, become unavailable, as determined by the State, the State may immediately terminate this Contract or amend it accordingly without liability including liability for termination costs.
3. Billing Procedures. The State shall establish billing procedures and requirements for payment due the Contractor in providing performance pursuant to this Contract. The Contractor shall comply with the established billing procedures and requirements for submission of billing statements. The State shall comply with CRS 24-30-202(24) when paying vendors upon receipt of a correct notice of the amount due for goods or services provided hereunder.
4. Exhibits - Interpretation. Unless otherwise stated, all referenced exhibits and all Task Order Agreements entered into pursuant to the Contract, are incorporated herein and made a part of this Contract. Unless otherwise stated, the terms of this Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between this Contract and its exhibits 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 this Contract; 2) the Additional Provisions **Exhibit One** and its attachments, if included; 3) the Contract (other than the Special Provisions); 4) the Task Order Contract and its **Exhibit A and Exhibit B** and its attachments, if included; 5) other exhibits/attachments in their order of appearance.
5. Notice and Representatives. For the purposes of this Contract, the representative for each party is as designated herein. Any notice required or permitted may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address provided, and if sent by mail it is effective when posted in a U.S. Mail Depository with sufficient postage attached thereto. Notice of change of address or change or representative shall be treated as any other notice.
6. Contractor Representations - Qualifications/Licenses/Approvals/Insurance. The Contractor certifies that, at the time of entering into this Contract, it and its agents have currently in effect all necessary licenses, certifications, approvals, insurance, etc. required to properly provide the services and/or supplies covered by this Contract in the state of Colorado. Proof of such licenses, certifications, approvals, insurance, etc. shall be provided upon the State's request. Any revocation, withdrawal or non-renewal of necessary license, certification, approval, insurance, etc. required for the Contractor to properly perform this Contract, shall be grounds for termination of this Contract by the State.

Contractor certifies that it is qualified to perform such services or provide such deliverables as delineated in this Contract.

7. Legal Authority. The Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and bind the Contractor to its terms. The person(s) executing this Contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Contract.
8. Insurance – Contractor. The Contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act (CGIA), section 24-10-101, *et seq.*, C.R.S., as amended. Therefore, at all times during the initial term of this Contract, and any renewals or extensions hereof, the Contractor shall maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. If requested by the State, the Contractor shall provide the State with written proof of such insurance coverage.
9. Rights in Data, Documents and Computer Software or Other Intellectual Property. All intellectual property including without limitation, databases, software, documents, research, programs and codes, as well as all, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State. Unless otherwise stated, all such material shall be delivered to the State by the Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor’s obligations under this Contract without the prior written consent of the State. All documentation, accompanying the intellectual property or otherwise, shall comply with the State requirements which include but is not limited to all documentation being in a paper, human readable format which is useable by one who is reasonably proficient in the given subject area. Software documentation shall be delivered by Contractor to the State that clearly identifies the programming language and version used, and when different programming languages are incorporated, identifies the interfaces between code programmed in different programming languages. The documentation shall contain source code which describes the program logic, relationship between any internal functions, and identifies the disk files which contain the various parts of the code. Files containing the source code shall be delivered and their significance to the program described in the documentation. The documentation shall describe error messages and the location in the source code, by page, line number, or other suitable identifier, where the error message is generated. The Contractor warrants that the delivered software will be sufficiently descriptive to enable maintenance and modification of the software. The State’s ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

If any material is produced under this Contract and the parties hereto mutually agreed that said material could be copyrighted by Contractor or a third party, then the State, and any applicable federal funding entity, shall, without additional cost, have a paid in full, irrevocable, royalty free, and non-exclusive license to reproduce, publish, or otherwise use, and authorize others to use, the copyrightable material for any purpose authorized by the Copyright Law of the United States as now or hereafter enacted. Upon the written request of the State, the Contractor shall provide the State with three (3) copies of all such copyrightable material.

10. Confidential or Proprietary Information. Subject to the Public (Open) Records Act, section 24-72-101, *et seq.*, C.R.S., as amended, if the Contractor obtains access to any records, files, or other information of the State in connection with, or during the performance of, this Contract, then the Contractor shall keep all such records, files, or other information confidential and shall comply with all laws and regulations concerning the confidentiality of all such records, files, or information to the same extent as such laws and regulations apply to the State. Contractor shall protect the confidentiality of all information accessed, used, held, created or received in connection with this Contract and shall insure that any subcontractors or agents of Contractor protect the confidentiality of all information under this Contract. Contractor shall access, use and disclose confidential information only for the operation and administration of the Contract, and shall not directly or indirectly disclose confidential information after the term of the Contract. Contractor shall implement appropriate safeguards as are necessary to prevent accidental or unauthorized use or disclosure of confidential information and shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards for maintaining and transmitting

electronic confidential information. Contractor shall promptly notify the State if Contractor breaches the confidentiality of any information covered by this Contract. Any breach of confidentiality by the Contractor, or third party agents of the Contractor, shall constitute good cause for the State to cancel this Contract, without liability to the State. Any State waiver of an alleged breach of confidentiality by the Contractor, or third party agents of the Contractor, does not constitute a waiver of any subsequent breach by the Contractor, or third party agents of the Contractor.

The Contractor must identify to the State the information that it considers confidential or proprietary. This is a continuing obligation. Confidential or proprietary information for the purpose of this paragraph is information relating to Contractor's research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients or affiliates, but does not include information lawfully obtained by third parties, information which is in the public domain, or information which is or could have been acquired/developed independently by the State or a third party. Notwithstanding the foregoing, the State shall not be in violation of its obligations under this section should it disclose confidential information if such disclosure is, in the sole opinion of the State's legal counsel, required by applicable law and/or legal process (including, but not limited to, disclosures required pursuant to the Colorado (Open) Public Records Act, sections 24-72-201, *et. seq.*, C.R.S., as now or hereafter amended). The State shall endeavor to provide notice to the Contractor, as promptly as practicable under the circumstances, of any demand, request, subpoena, court order or other action requiring such disclosure, in order to afford Contractor the opportunity to take such lawful action as it deems appropriate to oppose, prevent or limit the disclosure, solely at its own instance and expense; but nothing herein shall be construed to require the State to refuse or delay compliance with any such law, order or demand.

11. Records Maintenance, Performance Monitoring & Audits. The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the program/project or the delivery of services under this Contract. 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 contract payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records.

The Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with this Contract. Except as provided by law, no information in possession of the Contractor about any individual constituent shall be disclosed in a form including identifying information without the prior written consent of the person in interest, a minor's parent, guardian, or the State. The Contractor shall have written policies governing access to, duplication and dissemination of, all such information and advise its agents, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its agents, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.

The Contractor authorizes the State, the federal government or their designee, to perform audits and/or inspections of its records, at any reasonable time during the term of this Contract and for a period of six (6) years following the termination of this Contract, to assure compliance with the state or federal government's terms and/or to evaluate the Contractor's performance. Any amounts the State paid improperly shall be immediately returned to the State or may be recovered in accordance with other remedies.

All such records, documents, communications, and other materials shall be the property of the State unless otherwise specified herein and shall be maintained by the Contractor in a central location as custodian for the State on behalf of the State, for a period of six (6) years from the date of final payment or submission of the final federal expenditure report under this Contract, unless the State requests that the records be retained for a longer period, or until an audit has been completed with the following qualification. If an audit by or on behalf of the federal and/or state government has begun but is not completed at the end of the six (6) year period, or if audit findings have not been resolved after a six (6) year period, the materials shall be retained until the resolution of the audit findings.

The Contractor shall permit the State, any other governmental agency authorized by law, or an authorized designee thereof, in its sole discretion, to monitor all activities conducted by the Contractor pursuant to the terms of this Contract. Monitoring may consist of internal evaluation procedures, reexamination of program data, special analyses, on-site verification, formal audit examinations, or any other procedures as deemed

reasonable and relevant. All such monitoring shall be performed in a manner that will not unduly interfere with contract work.

12. Taxes. The State, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all state and local government use taxes [C.R.S. 39-26-114(a) and 203, as amended]. The Contractor is hereby notified that when materials are purchased for the benefit of the State, such exemptions apply except that in certain political subdivisions the vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to the State. These sales or use taxes will not be reimbursed by the State.

13. Conflict of Interest. During the term of this Contract, the Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the Contractor fully performing his/her obligations under this Contract.

Additionally, the Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the State. Thus, the Contractor agrees to refrain from any practices, activities or relationships which could reasonably be considered to be in conflict with the Contractor's fully performing his/her obligations to the State under the terms of this Contract, without the prior written approval of the State.

In the event that the Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, the Contractor shall submit to the State a full disclosure statement setting forth the relevant details for the State's consideration and direction. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict shall be grounds for termination of the Contract.

Further, the Contractor, and its subcontractors or subgrantees, shall maintain a written code of standards governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of the Contractor, subcontractor, or subgrantee shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent;
- b. Any member of the employee's immediate family;
- c. The employee's partner; or
- d. An organization which employs, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award. The Contractor's, subcontractor's, or subgrantee's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Contractor's potential contractors, or parties to subagreements.

14. Inspection and Acceptance (Services) and Contractor Warranty. The State reserves the right to inspect services provided under this Contract at all reasonable times and places during the term of the Contract. "Services" as used in this clause includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to Contract requirements, the State may require the contractor to perform the services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the State may (1) require the contractor to take necessary action to ensure that the future performance conforms to contract requirements and (2) equitably reduce the payment due the contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the State in the termination provisions of this Contract, or remedies otherwise available at law.

Contractor warrants that all supplies furnished under this Contract shall be free from defects in materials or workmanship, are installed properly and in accordance with manufacturer recommendations or other industry standards, and will function in a failure-free manner for a period of one (1) year from the date of delivery or installation. Contractor shall, at its option, repair or replace any supplies that fail to satisfy this warranty during the warranty period. Additionally, Contractor agrees to assign to the State all written manufacturer warranties relating to the supplies and to deliver such written warranties to the State.

15. Adjustments in Price. Adjustments to contract prices are allowable only so long as they are mutually agreeable by the parties and so long as they are included within a contract amendment made prior to the effective date of

the price adjustments and made pursuant to the State of Colorado Fiscal Rules, signed by the parties, and approved by the State Controller or designee. The Contractor shall provide cost or pricing data for any price adjustment subject to the provisions of the Cost or Pricing Data Section of the Colorado State Procurement Rules. Any adjustment in contract price pursuant to the application of a clause in this Contract shall be made in one or more of the following ways:

- a. By agreement on a fixed-price adjustment;
 - b. By unit prices specified in the Contract;
 - c. In such other manner as the parties may mutually agree; or
 - d. In the absence of agreement between the parties, by a unilateral determination by the procurement officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee.
16. **Contract Modifications.** 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 Contract on the effective date of such change as if fully set forth herein. If either the State or the Contractor desires to modify the terms and conditions of this Contract, then the parties shall execute a standard written amendment to this Contract initiated by the State. The standard written amendment must be executed and approved in accordance with all applicable laws and rules by all necessary parties including the State Controller or delegate.
17. **Litigation.** The Contractor shall within five (5) calendar days after being served with a summons, complaint, or other pleading which has been filed in any federal or state court or administrative agency notify the State that it is a party defendant in a case which involves services provided under this Contract. The Contractor shall deliver copies of such document(s) to the State's Executive Director. The term "litigation" includes an assignment for the benefit of creditors, and filings in bankruptcy, reorganization and/or foreclosure.
18. **Notice of Breach and Dispute Resolution:** If the State or the Contractor believes in good faith that the other party has failed to timely complete a deliverable, or has otherwise committed a material breach of this Contract, then the non-breaching party shall notify the breaching party in writing of the alleged breach within ten (10) business days of: 1) the date of the alleged breach if the non-breaching party is aware of the breach at the time it occurs; or 2) the date that the non-breaching party becomes aware of the breach.

Upon receipt of written notice of an alleged breach of the Contract, the breaching party shall have ten (10) business days, or such additional time as may be agreed to in writing between the parties, within which to cure the alleged breach or to notify the non-breaching party in writing of the breaching party's belief that a material breach of this Contract has not occurred. Failure of the breaching party to cure or respond in writing within the above time period shall result in the non-breaching party being entitled to pursue any and all remedies available at law or in equity.

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 designated by the department and a senior manager designated by the Contractor. Failing resolution at that level, disputes shall be presented in writing to the Executive Director and the Contractor's chief executive officer for resolution. This process is not intended to supersede any other process for the resolution of controversies provided by law.

The Contractor and its sureties shall be liable for any damage to the State resulting from the Contractor's breach, whether or not the Contractor's right to proceed with the work is terminated. The State reserves the right, in its sole discretion, to determine whether or not to accept substituted performance tendered by the Contractor or the Contractor's sureties and acceptance is dependent upon completion of all applicable inspection procedures.

19. **Remedies:** In addition to any other remedies provided for in this Contract, and without limiting its remedies otherwise available at law, the State may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligations in this Contract. Substantial failure to satisfy the duties and obligations shall be defined to mean significant insufficient, incorrect or improper performance, activities, or inaction by the Contractor. Without limitation, these remedial actions include:

- a. withhold payment to Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
- b. require the vendor to take necessary action to ensure that the future performance conforms to contract requirements; and/or
- c. request the removal from work on the Contract of employees or agents of Contractor whom the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the Contract the State deems to be contrary to the public interest or not in the best interest of the State; and/or
- d. deny payment for those services or obligations which have not been performed and which due to circumstances caused by Contractor cannot be performed, or if performed would be of no value to the State; denial of the amount of payment must be reasonably related to the value of work or performance lost to the State; and/or
- e. suspend Contractor's performance pending necessary corrective action as specified by the State without Contractor's entitlement to adjustment in price/cost or schedule; and/or
- f. modify or recover payments (from payments under this Contract or other contracts between the State and the vendor as a debt due to the State) to correct an error due to omission, error, fraud and/or defalcation; and/or
- g. terminate the Contract.

These remedies in no way limit the remedies available to the State in the termination provisions of this Contract, or remedies otherwise available at law.

20. Termination.

- a. Termination for Default. The State may terminate the Contract for cause. In the event this Contract is terminated for cause, the State will only reimburse the Contractor for accepted work or deliverables received up to the date of termination. In the event this Contract is terminated for cause, final payment to the Contractor may be withheld at the discretion of the State until completion of final audit. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Contract by the Contractor, and the State may withhold any payment to the Contractor for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Contractor is determined. If it is determined that the Contractor was not in default then such termination shall be treated as a termination for convenience as described herein. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Contractor shall be obligated to return any payment advanced under the provisions of this Contract.
- b. Termination for Convenience. The State shall have the right to terminate this Contract at any time the State determines necessary by giving the Contractor at least twenty (20) calendar days prior written notice. If notice is so given, this Contract shall terminate on the expiration of the specified time period, and the liability of the parties hereunder for further performance of the terms of this Contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.

In the event that the State terminates this Contract under the Termination for Convenience provisions, the Contractor is entitled to submit a termination claim within ten (10) days of the effective date of termination. The termination claim shall address and the State shall consider paying the following costs:

- I. the contract price for performance of work, which is accepted by the State, up to the effective date of the termination;
- II. reasonable and necessary costs incurred in preparing to perform the terminated portion of the contract;

- III. reasonable profit on the completed but undelivered work up to the date of termination;
- IV. the costs of settling claims arising out of the termination of subcontracts or orders, not to exceed 30 days pay for each subcontractor;
- V. reasonable accounting, legal, clerical, and other costs arising out of the termination settlement.

In no event shall reimbursement under this clause exceed the contract amount reduced by amounts previously paid by the State to the Contractor.

- c. Immediate Termination. This Contract is subject to immediate termination, in whole or in part, by the State without further liability in all of the following circumstances:

- I. In the event that the State determines that the health, safety, or welfare of persons receiving services may be in jeopardy;
- II. Upon verifying that the Contractor has engaged in or is about to participate in fraudulent or other illegal acts; or
- III. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract.

- 21. Stop Work Order. Upon written approval by the State Procurement Officer or delegee, the State may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period after the order is delivered to the Contractor. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, as legally extended, the State Procurement Officer or delegee shall either:

- a. Cancel the stop work order; or
- b. Terminate the work covered by such order; or
- c. Terminate the contract.

If a stop work order issued under this clause is properly canceled, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified accordingly in writing pursuant to the terms of this Contract dealing with contract modifications, if:

- a. The stop work order results in increased time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
- b. The Contractor asserts claim for such an adjustment within thirty (30) days after the end of the period of work stoppage.

If the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise and such adjustment shall be in accordance with the Price Adjustment Clause of this Contract.

- 22. Venue. The parties agree that exclusive venue for any action related to performance of this Contract shall be in the City and County of Denver, Colorado.

- 23. Understanding of the Parties.

- a. Complete Integration. This Contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.
- b. Severability. To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for

any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

- c. Binding Agreement. Except as herein specifically provided otherwise, it is expressly understood and agreed that this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. All rights of action relating to enforcement of the terms and conditions shall be strictly reserved to the State and the named Contractor. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Contractor that any such person or entity, other than the State or the Contractor, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.
- d. Waiver. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
- e. Continuing Obligations. The State and the Contractor's obligations under this Contract shall survive following termination or expiration to the extent necessary to give effect to the intent and understanding of the parties.
- f. Assignment and Change In Ownership, Address, Financial Status. Except as herein specifically provided otherwise, the rights, duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, subgranted or subcontracted except with the express prior written consent of the State, which consent shall not be unreasonably withheld. In the case of assignment or delegation, Contractor and the State shall execute the standard State novation agreement prior to the assignment or delegation being effective against the State. The subgrants and subcontracts permitted by the State shall be subject to the requirements of this Contract. The Contractor is responsible for all subcontracting arrangements, delivery of services, and performance of any subgrantor or subcontractor. The Contractor warrants and agrees that any subgrant or subcontract, resulting from its performance under the terms and conditions of this Contract, shall include a provision that the said subgrantor or subcontractor shall abide by the terms and conditions hereof. Also, the Contractor warrants and agrees that all subgrants or subcontracts shall include a provision that the subgrantor or subcontractor shall indemnify and hold harmless the State. The subgrantors or subcontractors must be certified to work on any equipment for which their services are obtained.

This provision shall not be construed to prohibit assignments of the right to payment to the extent permitted by section 4-9-318, CRS, provided that written notice of assignment adequate to identify the rights assigned is received by the controller for the agency, department, or institution executing this Contract. Such assignment shall not be deemed valid until receipt by such controller – as distinguished from the State Controller – and the Contractor assumes the risk that such written notice of assignment is received by the controller for the agency, department, or institution involved.

The Contractor is required to formally notify the State prior to, or if circumstances do not allow prior notification then immediately following, any of the following:

- I. change in ownership;
 - II. change of address;
 - III. the filing of bankruptcy.
- g. Force Majeure. Neither the Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by “force majeure.” As used in this Contract “force majeure” means acts of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods, epidemics; quarantine restrictions, strikes or other labor disputes; freight embargoes; or unusually severe weather.
 - h. Changes In Law. This Contract is subject to such modifications as may be required by changes in applicable federal or State law, or their implementing rules, regulations, or procedures. Any such

required modification shall automatically be incorporated into and be part of this Contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Contract shall be effective unless agreed to in writing by both parties in the form of a written amendment to this Contract that has been previously executed and approved in accordance with applicable law.

- i. Media or Public Announcements. Unless otherwise provided for in this Contract, the Contractor shall not make any news release, publicity statement, or other public announcement, either in written or oral form that concerns the work provided under this Contract, without the prior written approval of the State. The Contractor shall submit a written request for approval to the State no less than ten (10) business days before the proposed date of publication. The State shall not unreasonably withhold approval of the Contractor's written request to publish. Approval or denial of the Contractor's request by the State, shall be delivered to the Contractor in writing within six (6) business days from the date of the State's receipt of Contractor's request for approval.

If required by the terms and conditions of a federal or state grant, the Contractor shall obtain the prior approval of the State and all necessary third parties prior to publishing any materials produced under this Contract. If required by the terms and conditions of a federal or state grant, the Contractor shall also credit the State and all necessary third parties with assisting in the publication of any materials produced under this Contract. It shall be the obligation of the Contractor to inquire of the State as to whether these requirements exist and obtain written notification from the State as Contractor deems appropriate.

24. Intellectual Indemnity. Contractor shall defend, at its sole expense, any claim(s) or suit(s) brought against the State alleging that the use by the State of any product(s), or any part thereof, supplied by Contractor under this agreement constitutes infringement of any patent, copyright, trademark, or other proprietary rights, provided that the State gives Contractor written notice within twenty (20) days of receipt by the State of such notice of such claim or suit, provides assistance and cooperation to Contractor in connection with such action, and Contractor has sole authority to defend or settle the claim. Contractor shall consult the State regarding such defense and the State may, at its discretion and expense, participate in any defense. Should the State not choose to participate, Contractor shall keep the State advised of any settlement or defense.

Contractor shall have liability for all such claims or suits, except as expressly provided herein, and shall indemnify the State for all liability incurred by the State as a result of such infringement. Contractor shall pay all reasonable out-of-pocket costs and expenses, and damages finally awarded by a court of competent jurisdiction, awarded or agreed to by Contractor regarding such claims or suits.

If the product(s), or any part thereof, become the subject of any claim, suit or proceeding for infringement of any patent, trademark or copyright, or in the event of any adjudication that the product(s), or any part thereof, infringes any patent, trademark or copyright, or if the sub-license or use of the product(s), or any part thereof, is enjoined, Contractor, after consultation with the State, shall do one of the following at Contractor's expense:

- a. produce for the State the right under such patent, trademark or copyright to use or sub-license, as appropriate, the product or such part thereof; or
- b. replace the product(s), or part thereof, with other suitable products or parts conforming to the original license and State specifications; or
- c. suitably modify the products, or part thereof.

Except as otherwise expressly provided herein, Contractor shall not be liable for any costs or expenses incurred without its prior written authorization.

Contractor shall have no obligation to defend against or to pay any costs, damages or attorney's fees with respect to any claim based upon:

- a. the use of an altered release if Contractor had not consented to the alteration; or
- b. the combination, operation or use of the product(s) with programs or data which were not furnished by Contractor, if such infringement would have been avoided if the programs or data

- furnished by persons or entities other than Contractor had not been combined, operated or used with the product(s); or
- c. the use of product(s) on or in connection with equipment or software not permitted under this Contract if such infringement would have been avoided by not using the product(s) on or in connection with such other equipment or software.
25. Conformance with Law. 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:
- 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. the "Hatch Act" (5 U.S.C. 1501-1508) and Public Law 95-454, Section 4728
 - c. 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");
 - d. 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").
 - e. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
 - f. 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);
 - g. if the Contractor is acquiring an interest in real property and displacing households or businesses in the performance of this Contract, then the Contractor is in compliance with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act", as amended, (Public Law 91-646, as amended, and Public Law 100-17, 101 Stat. 246 - 256);
 - h. 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);
 - i. Section 2101 of the Federal Acquisition Streamlining Act of 1994, Public Law 103-355; and
 - j. If the Contractor is a covered entity under the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1320d - 1320d-8, the Contractor shall comply with applicable HIPAA requirements. **If Contractor is a business associate under HIPAA, Contractor hereby agrees to, and has an affirmative duty to, execute the State's current HIPAA Business Associate Agreement. In this case, Contractor must contact the State's representative and request a copy of the Business Associate Agreement, complete the agreement, have it signed by an authorized representative of the Contractor, and deliver it to the State.**
 - k. 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.
 - l. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
 - m. 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 60-1.3(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.
 - n. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
 - o. 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.
- p. 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.
 - q. 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.
26. **Contractor Affirmation.** If this Contract involves federal funds or compliance is otherwise federally mandated, then by signing and submitting this Contract the Contractor affirmatively avers that:
- a. the Contractor is in compliance with the requirements of the “Drug-Free Workplace Act” (Public Law 100-690 Title V, Subtitle D, 41 U.S.C. 701 et seq.);
 - b. 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,
 - c. the Contractor shall comply with all applicable regulations pursuant to Section 319 of Public Law 101-121, Guidance for New Restrictions on Lobbying, including, Certification and Disclosure, 29 C.F.R. 93.110(1990) and where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
27. **Annual Audits.** If the Contractor expends federal funds from all sources (direct or from pass-through entities) in an amount of \$750,000 or more during its fiscal year, then the Contractor shall have an audit of that fiscal year in accordance with Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). If the Contractor expends federal funds received from the State in an amount of \$750,000 or more during its fiscal year, then the Contractor shall furnish one (1) copy of the audit report(s) to the State’s Internal Audit Office within thirty (30) calendar days after the Contractor’s receipt of its auditor’s report or nine (9) months after the end of the Contractor’s audit period, whichever is earlier. If (an) instance(s) of noncompliance with federal laws and regulations occurs, then the Contractor shall take all appropriate corrective action(s) within six (6) months of the issuance of (a) report(s).
28. **Holdover.** In the event that the State desires to continue the services provided for in this Contract and a replacement contract has not been fully executed by the expiration date of the Contract, this Contract may be extended unilaterally by the State for a period of up to two (2) months upon written notice to the Contractor under the same terms and conditions of the original Contract including, but not limited to, prices, rates, and service delivery requirements. However, this extension terminates when the replacement contract becomes effective when signed by the State Controller or an authorized delegate.
29. **Survival of Certain Contract Terms.** Notwithstanding anything in this Contract to the contrary, the parties understand and agree that all terms and conditions of this Contract which may require continued performance, compliance, or effect beyond the termination date of the Contract and shall survive such termination date and shall be enforceable by the State as provided herein in the event of failure to perform or comply by the Contractor.
30. **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 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 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 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 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 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.

31. Performance Outside the State of Colorado and/or the United States

[Not applicable if Contract Funds include any federal funds]

Following the Effective Date, Contractor shall provide written notice to the State, in accordance with the Notices and Representatives provision, within 20 days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this provision shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this provision shall constitute a material breach of this Contract.

SPECIAL PROVISIONS

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

1. **CONTROLLER'S APPROVAL.** CRS §24-30-202(1). This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY.** CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** 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, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **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 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. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. 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 shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.** 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. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION.** Governor's Executive Order D 002 00. 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.
9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.** CRS §§24-18-201 and 24-50-507. 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.
10. **VENDOR OFFSET.** CRS §§24-30-202 (1) and 24-30-202.4. [*Not Applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to

the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. **PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.** *[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 Department program established pursuant to CRS §8-17.5-102(5)(c), 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 (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) 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 (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If 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 CRS §8-17.5-101 et seq., 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.
12. **PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

Revised 1-1-09

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR:

BOARD OF COUNTY COMMISSIONERS OF
GUNNISON COUNTY for the use and benefit of the
GUNNISON COUNTY DEPARTMENT OF HEALTH
AND HUMAN SERVICES

Legal Name of Contracting Entity

Phil Chamberland

Print Name of Authorized Officer

Phil Chamberland

Signature of Authorized Officer

1/10/17

Date

Chairperson, BoCC

Print Title of Authorized Officer

STATE OF COLORADO:

JOHN W. HICKENLOOPER, GOVERNOR

By: James McJannet

For Executive Director

Department of Public Health and Environment

LEGAL REVIEW

Cynthia H. Coffman, Attorney General

By: N/A

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: Monica Barrows

Date: 1/31/17

ADDITIONAL PROVISIONS**To Contract Effective Date 7/1/2017 - Contract Routing Number 18 FAA 00023**

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

1. It is the express intent of the parties in entering into this Contract to: a) create a vehicle through which the parties can enter into a simplified Task Order Contract for the purchase and delivery of health and environmental services; b) stipulate that the Contractor is an approved entity to perform certain activities for the State; and c) set forth the terms and conditions under which these activities shall be performed by the Contractor.

In the context of this Contract a "Task Order Contract" means a subordinate document to this Contract that is signed by the State and the Contractor and approved by the State Controller or delegee, and has attached to it a Statement of Work and Budget that has been signed by the applicable State and Contractor program managers. A sample Task Order Contract is attached hereto as **Exhibit Two** and incorporated herein by this reference. The parties expressly acknowledge that while this Contract authorizes the purchase of health and environmental services pursuant to its terms and conditions, no specific purchase of services is made by this Contract. The State may purchase health and environmental services from the Contractor and the Contractor may provide health and environmental services to the State, under this Contract through a Task Order Contract. A Task Order Contract incorporates by reference all the terms and conditions of this Contract. When the State and the Contractor mutually agree upon the services to be purchased from and performed by, the Contractor, the parties may enter into a Task Order Contract, with an accompanying Statement of Work and Budget, for the purchase and delivery of those services. The State's financial obligation to the Contractor for specific health and environmental services accrues only upon the full execution, including approval by the State Controller or delegee, of a Task Order Contract authorizing the Contractor to perform and deliver those services and the Contractor's performance of the work described in that Task Order Contract.

The State will issue a Task Order Contract to perform some or all the work if, and when, and to the extent, the State determines, in its sole discretion, that the work is needed and that the Contractor should perform that work. The State does not guarantee a certain quantity of the work to the Contractor and shall have no obligation to provide any work to the Contractor, and the Contractor has no justifiable expectancy that it will be given any of the work unless and until the State and the Contractor enter into a Task Order Contract, including an attached Statement of Work and Budget, and the Task Order Contract is approved by the State Controller or designee. The State may elect to perform some or all the work itself, hire other vendors by separate contract to meet State requirements or not perform the work, without liability to the Contractor.

2. The parties expressly acknowledge that this Contract sets forth the general and special contractual terms and conditions of the parties, and that Task Order Contracts issued pursuant to this Contract set forth the specific work contracted for by the State with the Contractor. Each Task Order Contract incorporates by reference all terms and conditions of this Contract and each provision of this Contract shall become part of, and control, each separate Task Order Contract. Subject to the terms and conditions of this Contract, the Scope of Work in a Task Order Contract shall govern the delivery services by the Contractor under that Task Order Contract. However, a Task Order Contract cannot change any of the terms and conditions of this Contract. In the event of any conflict between the terms and conditions of this Contract and a Task Order Contract and/or a Statement of Work attached thereto, the terms and conditions of this Contract shall control. A Task Order Contract only describes the work to be performed under its accompanying Statement of Work and Budget. The Contractor is authorized only to provide and perform those services that have been authorized in a given Task Order the Contractor's Statement of Work. The period of performance of any Task Order Contract may exceed the performance period allowed under this Contract, but in no case can the period of performance of any Task Order Contract exceed five (5) years.
3. Task Order Contracts may be renewed, extended, and/or modified by way of the Contract Amendment process outlined in the Task Order Contract, in accordance with State fiscal rules. However, as mentioned above, in no case can a Task Order Contract or any Task Order Contract amendment modify the terms and conditions of this Contract. Any changes to this Contract must be done pursuant to the terms and conditions of the General Provisions of this Contract.
4. Work/services will be defined, negotiated, and ordered from time to time by a Task Order Contract between the parties. If the State has need of services and determines that the Contractor is the appropriate entity to provide those services, the State will contact the appropriate representatives of the Contractor and discuss the services needed. The State shall provide a definition of the requirements to the Contractor. The State and the Contractor will negotiate a statement of work, budget, including applicable time frames for work performance and associated costs. The State will then memorialize the agreed upon statement of work and budget within the Task Order Contract.
5. Upon negotiation and agreement by the parties regarding the scope of the project, the price/cost ceiling, the time for performance and other applicable terms and conditions, a Task Order Contract, in substantially the form attached herein as Exhibit Two, shall be prepared by the State. Following acceptance of the Task Order Contract terms and conditions, which must include the negotiated Statement of Work and Budget, the total hours anticipated to adequately and successfully completing the work, method of payment and project plan, the authorized representatives of the Contractor will sign a minimum of three (3) Task Order Contract originals. Upon signature by the State and the State Controller or delegee and delivery of a fully signed original Task Order Contract to the Contractor, the Contractor shall undertake performance of the specified projects and will perform such projects in a manner inspiring confidence that such projects will be

successfully completed within the time frame and price range agreed to in the Task Order Contract. The Contractor may be required to provide the State with reports to include invoices of actual hours of service and a statement of the various project's status. To ensure delivery of the services required under this Contract, the State may elect to conduct an evaluation of the Contractor's performance of the work on a periodic basis.

6. Performance of work and payment for a project shall be governed by the standards, procedures and terms set forth in this Contract and in the associated Task Order Contract. The Contractor warrants that upon negotiation and acceptance of the Task Order Contract, the Contractor's performance will be successfully completed within the time frame and price stated in the Task Order Contract. The State's financial commitment stated in the Task Order Contract shall not be considered valid until the State Controller or a delegate executes the Task Order Contract, a fully signed Task Order Contract is received by the Contractor, and Contractor commences performance under the specific Task Order Contract.
7. The Contractor shall be assigned work on a Task Order Contract basis, and shall begin performance of assigned tasks only upon receipt of a fully executed Task Order Contract setting forth the specific work to be performed.
8. The Contractor, with the prior approval of the State, may subcontract the performance of some, or all, of the services provided under a Task Order Contract through a subcontract, teaming, joint venture and/or partnership arrangement or other affiliate arrangement, as determined by the Contractor. However, in all cases the Contractor shall remain solely responsible to the State for the timely and complete performance of all contract deliverables. The Contractor shall cause all of its subcontractors and affiliates to comply with all terms and conditions of this Contract and the applicable Task Order Contract. The Contractor, at the request of the State, shall provide background information with respect to all subcontractors and affiliates, the Contractor desires to utilize or include in the performance of work under any Task Order Contract.

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CMS ROUTING NO. *** *****

APPROVED TASK ORDER CONTRACT - WAIVER #154

This task order contract is issued pursuant to master contract made on mm/dd/yyyy, with routing number xxxxxxxxxxxxxxxxxxxx.

STATE: State of Colorado for the use & benefit of the Department of Public Health and Environment

CONTRACTOR:

CONTRACT MADE DATE:

CORE ENCUMBRANCE NUMBER: *****

TERM: This contract shall be effective upon approval by the State Controller, or designee, or on mm/dd/yyyy, whichever is later. The contract shall end on mm/dd/yyyy.

PROCUREMENT METHOD: >select one<

BID/RFP/LIST PRICE AGREEMENT NUMBER:

LAW SPECIFIED VENDOR STATUTE:

STATE REPRESENTATIVE:

CONTRACTOR DUNS:

CONTRACTOR ENTITY TYPE: Political Subdivision

BILLING STATEMENTS RECEIVED: >select one<

STATUTORY AUTHORITY:

CLASSIFICATION: >select one<

CONTRACT PRICE NOT TO EXCEED:

FEDERAL FUNDING DOLLARS:

STATE FUNDING DOLLARS:

OTHER FUNDING DOLLARS:

Specify "Other":

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:

FY**:

FY**:

FY**:

FY**:

FY**:

PRICE STRUCTURE: >select one<

CONTRACTOR REPRESENTATIVE:

PROJECT DESCRIPTION:

>Insert a brief summary of the statutory or regulatory requirements of the program and its intended outcome<

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.)

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.

SAMPLE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR:

STATE OF COLORADO:

JOHN W. HICKENLOOPER, GOVERNOR

Legal Name of Contracting Entity

By: _____
For Executive Director

Print Name of Authorized Officer

Department of Public Health and Environment

Signature of Authorized Officer

Date

Department Program Approval:

Print Title of Authorized Officer

By: _____

ALL CONTRACTS MUST BE APPROVED 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 _____

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SAMPLE

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CONTRACT 2022*0237
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
Division of Environmental Health and Sustainability
4300 Cherry Creek Drive South
Denver, CO 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
225 North Pine Street, Suite E
Gunnison, Colorado 81230-2333
CONTRACTOR DUNS: 133115220

CONTRACT MADE DATE: 4/22/2021

CONTRACTOR ENTITY TYPE:
Political Subdivision Colorado

BILLING STATEMENTS RECEIVED:
Quarterly

TERM:
This contract shall be effective upon approval by
the State Controller, or designee, or on 07/01/2021,
whichever is later. The contract shall end on 06/30/2024.

STATUTORY AUTHORITY: 25-4-1607(10), C.R.S.

CLASSIFICATION: Contractor

PROCUREMENT METHOD:

Exempt

CONTRACT PRICE NOT TO EXCEED: \$15,000.00

FEDERAL FUNDING DOLLARS: \$0.00

STATE FUNDING DOLLARS: \$15,000.00

OTHER FUNDING DOLLARS: \$0.00

BID/RFP/LIST PRICE AGREEMENT NUMBER:

N/A

Specify "Other":

LAW SPECIFIED VENDOR STATUTE:

N/A

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:

FY22-24: \$15,000.00

STATE REPRESENTATIVE:

Sean Scott
Deputy Director
DEHS - A2
4300 Cherry Creek Drive S.
Denver, CO 80246

PRICE STRUCTURE: Cost Reimbursement

CONTRACTOR REPRESENTATIVE:

Joni Reynolds
Gunnison County Department of Health and
Human Services
225 North Pine Street, Suite E
Gunnison, Colorado 81230-2333

PROJECT DESCRIPTION:

Provide environmental health services to achieve the uniform statewide administration, implementation and enforcement of standards and rules established by the CDPHE for retail food establishments, child care facilities and schools.

EXHIBITS:

The following exhibits are hereby incorporated:

- Exhibit A - Additional Provisions
- Exhibit B - Statement of Work
- Exhibit C - Budget
- Exhibit D - Option Letter

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: 2022*0237

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 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
_____ By: Signature	_____ By: Signature
_____ Name of Person Signing for Contractor	_____ Name of Executive Director Delegate
_____ Title of Person Signing for Contractor	_____ Title of Executive Director Delegate
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: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Contract Effective Date: _____

-- Signature Page End --

ADDITIONAL PROVISIONS
To Task Order Contract Dated 04/22/2021 Task Order Routing Number 2022*0237

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

1. To receive compensation under the Contract, the Contractor shall submit a signed Quarterly 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 this Statement of Work and Budget.

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: Joe Lomeli, Administrative and Business Services Unit Manager, Joe.lomeli@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.

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

2. 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.
3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

EXHIBIT A

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

4. 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 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 Task Order. The total duration of this Task Order shall not exceed 5 years.
5. 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 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 Task Order.

STATEMENT OF WORK
To Original Contract Number 2022*0237

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

I. 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 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. This project will inspect and assure regulatory compliance in retail food establishments, child care facilities and schools.

II. Definitions:

1. CDPHE: Colorado Department of Public Health and Environment
2. DEHS: Division of Environmental Health and Sustainability
3. HACCP: Hazard Analysis Critical Control Points
4. Intervention: is considered a routine inspection and can include onsite training, announced inspection, or a HACCP-based critical item inspection.
5. VNRFPS: Voluntary National Retail Food Regulatory Program Standards

III. Work Plan:

Goal #1: To protect and improve Colorado's environment and human health through education, collaboration and compliance assurance in retail food establishments, child care facilities and schools.	
Objective #1: No later than the expiration date of this contract, the Contractor shall provide environmental health services to achieve the uniform statewide administration, implementation and enforcement of standards and rules established by the CDPHE for retail food establishments, child care facilities and schools.	
Primary Activity #1	The Contractor shall conduct regulatory inspections of retail food establishments in accordance with state laws, regulations and standards.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall conduct on-site routine inspections of each retail food establishment twice per year or at a frequency determined by a risk-based methodology approved by the State. 2. The Contractor shall conduct interventions and re-inspections for those retail food establishments that, through inspection findings, are identified as requiring re-inspections or that require immediate closure. 3. The Contractor shall record inspection, intervention and compliance data into the State's digital database or the Contractor's digital database no later than five (5) working days after the last day of each month. 4. The Contractor shall complete semi-annual progress reports when requested by the State. 5. The Contractor shall complete an electronic data transfer report at a minimum of each quarter, if not using the State's digital database.
Primary Activity #2	The Contractor shall uniformly implement and administer the <i>Food Protection Act</i> .

EXHIBIT B

Sub-Activities #2	<ol style="list-style-type: none"> 1. The Contractor shall issue new and renewal licenses and certificates of license using the State's digital database or Contractor-specific data system(s), and remit the State's \$43.00 portion of applicable licensing fee to DEHS upon receipt of payment. 2. The Contractor shall respond to any plans and specifications or HACCP plans submitted within 14 days. <ol style="list-style-type: none"> a. The Contractor shall review and approve HACCP plans submitted by retail food establishments to verify that food handling risks are reduced to prevent food-borne illness outbreaks. b. The Contractor shall review all submitted plans for new or extensively remodeled retail food establishments. c. If a HACCP plan or other plan or specification is deemed inadequate, the Contractor shall provide a written response to the submitter with a statement describing how such deficiencies may be corrected. 3. The Contractor shall hear and determine all complaints against licensees or grantees of certificates of license and administer oaths and issue subpoenas to require the presence of any person necessary to the determination of any such hearing. 4. The Contractor shall review all variance requests submitted by retail food establishments and provide a recommendation for approval or denial to be considered by CDPHE. 5. The Contractor shall enroll and maintain progress in the US Food and Drug Administration's (FDA) VNRFPS as staffing resources allow. 6. The Contractor shall participate in individual and statewide trainings offered by DEHS for the retail food program or supporting data system(s). 7. The Contractor shall participate in the State's data standardization efforts.
Primary Activity #3	<p>The Contractor shall conduct regulatory inspections and assure regulatory compliance for child care facilities in accordance with state laws, regulations and standards.</p>
Sub-Activities #3	<ol style="list-style-type: none"> 1. The Contractor shall inspect each licensed child care facility once every two years or on a risk-based inspection frequency approved by the State. <ol style="list-style-type: none"> a. The Contractor shall inspect guest child care and public services short-term child care if operating in their jurisdiction annually. 2. The Contractor shall record inspection, intervention and compliance data into the Contractor's digital database or the State's digital database no later than five (5) working days after the last day of each month. 3. The Contractor shall review all plans submitted by child care facilities, if required by the agency and provide written response within two weeks of submittal. 4. The Contractor shall review all variance requests submitted by child care facilities and provide a recommendation for approval or denial to be considered by CDPHE. 5. The Contractor shall participate in individual and statewide trainings offered by DEHS for the child care program or supporting data system(s).
Primary Activity #4	<p>The Contractor shall conduct regulatory inspections and assure regulatory compliance for schools in accordance with state laws, regulations and standards.</p>
Sub-Activities #4	<ol style="list-style-type: none"> 1. The Contractor shall inspect each school that contains a laboratory or shop (high-risk school) once per year. 2. The contractor shall inspect each school that does not contain a laboratory or shop (low-risk school) at least once every three years. 3. The Contractor shall record inspection, intervention and compliance data into the Contractor's digital database or the State's digital database no later than five (5) working days after the last day of each month. 4. The Contractor shall review and approve plans submitted by schools.

EXHIBIT B

	<ol style="list-style-type: none"> 5. The Contractor shall review all variance requests submitted by schools and provide a recommendation for approval or denial to be considered by CDPHE. 6. The Contractor shall participate in individual and statewide trainings offered by DEHS for the school program or supporting data system(s).
Standards and Requirements	<ol style="list-style-type: none"> 1. The Contractor shall comply with the <i>Food Protection Act, C.R.S. 25-4-1601, et.seq.</i> This document is incorporated and made part of this contract by reference and is available on the following website: https://www.colorado.gov/pacific/sites/default/files/DEHS_RetailFd_FoodProtectionAct_RFLaw_25-4-16.pdf <ol style="list-style-type: none"> a. The Contractor shall comply with all other policies, regulations, interpretive memoranda, and documents issued by DEHS which are used to clarify interpretation and implementation of the laws, rules and regulations. 2. The Contractor shall comply with the Colorado State Board of Health Rules 6 CCR 1010-2, 6 CCR 1010-7, 6 CCR 1010-6. These documents are incorporated and made part of this contract by reference and is available on the following website: http://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=5192 <ol style="list-style-type: none"> a. The Contractor shall comply with all other policies, regulations, interpretive memoranda, and documents issued by DEHS which are used to clarify interpretation and implementation of the laws, rules and regulations. 3. The Contractor shall comply with the <i>Core Public Health Services regulations, the Rules and Regulations Governing Schools</i>, and all other policies, regulations, interpretive memoranda, and documents issued by DEHS which are used to clarify interpretation and implementation of the laws, rules and regulations. 4. The Contractor shall complete retail food inspections at a sufficient rate to protect public health and maintain a consistent presence in the community (i.e. approximately 25% of annually required inspections completed per quarter). <ol style="list-style-type: none"> a. If extenuating circumstances, cause the Contractor to complete less than 25% of the annually-required number of inspections in a quarter, the Contractor shall notify the State in writing of the extenuating circumstances. b. When the Contractor lacks program budget to provide a staffing level of one full-time equivalent (FTE) devoted to retail food safety for every 320 inspections to be performed, the Contractor shall include such information in their written notification to the State. The Contractor shall use Standard 8 from the 2013 VNRFPS as the basis for calculations in support of this justification. (FTE requirements calculated in accordance with Standard 8 may be compared with funding provided through retail food license revenues and local staffing costs when justifying proportionally appropriate work completion) c. The Contractor shall verify all licensing fees collected are directed towards retail food program activities. 5. The Contractor shall have at least one (1) employee that has successfully completed retail food establishment standardization through the DEHS, or have one (1) employee who meets the eligibility requirements (including compliance with VNRFPS standard number 2) for standardization and participates in and successfully completes the standardization exercise when scheduled by DEHS. 6. If the Contractor chooses to communicate inspection results to the public, the Contractor shall use the State-approved methodology. 7. The Contractor shall maintain inspection and compliance records for retail food establishments in a digital database in order for DEHS to determine: <ol style="list-style-type: none"> a. An accurate and complete inventory of existing retail food establishments; b. The number of inspections conducted; c. Completion rates for required inspections and interventions;

EXHIBIT B

	<p>d. The number of food-borne illness and critical item violations cited;</p> <p>e. Whether food-borne illness and critical items identified on retail food establishment inspections were corrected;</p> <p>f. Whether the required inspection frequency was met; and</p> <p>g. The number of enforcement actions taken to obtain compliance in retail food establishments.</p> <p>8. VNRFPS information is available on the following web site: http://www.fda.gov/Food/GuidanceRegulation/RetailFoodProtection/ProgramStandards/default.htm and is incorporated and made part of this contract by reference.</p> <p>9. Progress in the US Food and Drug Administration's (FDA) VNRFPS will include:</p> <p>a. Participation in statewide committees for the development of the State requirements for a particular standard.</p> <p>b. Demonstration of advancement toward compliance with VNRFPS standard number 2 assuring retail food inspectors meet national criteria for appropriate training and education to adequately perform required inspections and interventions.</p> <p>c. Demonstration of advancement toward compliance with VNRFPS standard number 3 assuring inspection focus on critical item risk factors, the correction of documented deficiencies, and assuring the focus of inspections on the highest risk establishments.</p> <p>d. Coordination with the department to facilitate DEHS audits of compliance audits performed as part of VNRFPS.</p> <p>e. Coordination with the department to conduct audits of DEHS for compliance with VNRFPS.</p> <p>10. The Contractor shall use the State inspection form, or a form approved by the State, and mark the compliance status options for all critical violations as in compliance (In), out of compliance (Out), not applicable (NA), or not observed (NO) during each retail food establishments inspection.</p> <p>11. The Contractor shall provide inspections and assure compliance to establish and enforce sanitary standards for the operation and maintenance of schools and child care facilities in accordance with Section 5 of 6 CCR 1014-7, <i>Core Public Health Services</i>, when sufficient appropriations are absent.</p> <p>a. The Contractor shall set priorities for completing the required child care and school inspections, and include the list of priorities in its local public health plan submitted pursuant to section 25-1-505, C.R.S.</p> <p>12. The Contractor shall maintain adequate inspection and compliance records for schools and child care establishments in a digital database in order for DEHS to determine:</p> <p>a. An accurate and complete inventory of existing child care facilities;</p> <p>b. The number of inspections conducted;</p> <p>c. The number of critical item violations cited during child care facility and school inspections, and whether critical items identified on inspections were corrected;</p> <p>d. Completion rates for required inspections; and,</p> <p>e. Whether the required inspection frequency was met.</p> <p>13. The contractor shall follow the Child Care Inspection Training Standards for employees when conducting inspections in child care facilities.</p> <p>14. The Contractor shall adhere to the School Self-Certification Guidance issued by DEHS, if conducting self-certification inspections.</p> <p>15. The contractor shall follow the School Inspection Training Standards for employees conducting inspections in schools.</p> <p>16. DEHS will provide the following report templates to the Contractor:</p> <p>a. semi-annual progress report template or other reporting method</p>
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EXHIBIT B

	<p>b. quarterly inspection and compliance progress summary template</p> <p>17. Quarterly reporting may be provided using the Contractor’s data system reporting capabilities (i.e. the Contractor can submit “canned” reports with some or all data elements).</p>	
Expected Results of Activity(s)	<p>1. Complete inspections and assure regulatory compliance in retail food establishments in proportion with the revenue generated from retail food license fees established by the State so that the Contractor can maintain compliance with Title 25, Article 4, Part 16, C.R.S.</p> <p>2. Complete inspections and assure regulatory compliance in child care facilities and schools in proportion with the funding provided through this contract.</p>	
Measurement of Expected Results	<p>1. The number of retail food inspections required to be completed by the Contractor during the State fiscal year (based on the State’s risk-based inspection scheduling methods or an alternate risk-based methodology approved by the State), and the number of inspections actually completed.</p> <p>2. The number of re-inspections and facilities closures required and completed in accordance with state law.</p> <p>3. The number of child care facility inspections required to be completed by the Contractor during the State fiscal year and the number of child care facility inspections completed.</p> <p>4. The number of high-risk school inspections required to be completed by the Contractor during the State fiscal year and the number of high-risk school inspections actually completed.</p> <p>5. The number of low-risk school inspections required to be completed by the Contractor during the State fiscal year and the number of low-risk school inspections actually completed.</p>	
		Completion Date
Deliverables	<p>1. The Contractor shall submit semi-annual progress reports to the Deputy Director of DEHS via email.</p>	<p>No later than January 31 June 20</p>
	<p>2. The Contractor shall submit an electronic data transfer at a minimum of each quarter in accordance with data standardization workgroup protocol (if not using the State’s digital database) to the Deputy Director of DEHS via email.</p>	<p>No later than October 31 January 31 April 30 June 20</p>
	<p>3. The Contractor shall submit a quarterly inspection and compliance progress summary (if not using the State’s digital database) to the Deputy Director of DEHS via email.</p>	<p>No later than October 31 January 31 April 30 June 20</p>

IV. Monitoring:

CDPHE’s monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Deputy Director of DEHS. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, inspection inventories, inspection reports, site visits, electronic data and joint inspections 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 **fifteen (15)** 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

EXHIBIT B

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 Deputy Director of DEHS 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.

EXHIBIT C

Budget

Agency Name	Total	Quarterly Distribution
Gunnison County Department of Health and Human Services	\$15,000.00	\$3,750.00

EXHIBIT D

OPTION LETTER #: Click here to enter text.

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

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 style="text-align: center;">PROGRAM APPROVAL</p> <p>By: _____</p> <p style="text-align: center;">—</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Public Health and Environment Jill Hunsaker Ryan MPH, Executive Director</p> <hr/> <p style="text-align: center;">—</p> <p>By: Lisa McGovern, Purchasing & 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: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Funding Agreement; Parent Possible; Gunnison Count

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

mini grant for Parents as Teachers

Fiscal Impact:

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 6/30/2022

County Attorney Review:

Required

Not Required

Comments:

CAO should review MOA, but for now legally adequate. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/1/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/1/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 7/5/2022

FUNDING AGREEMENT between PARENT POSSIBLE and GUNNISON COUNTY HEALTH AND HUMAN SERVICES

This agreement is between Parent Possible and Gunnison County Health and Human Services for distribution of \$7,500 from The Daniels Fund. The grant period begins June 23, 2022, and all funds must be expended no later than September 30, 2022. The funds are to be used for startup costs for the Parents as Teachers (PAT) program to serve families of young children in Gunnison and Hinsdale counties.

Gunnison County Health and Human Services, in accordance with the terms and conditions of this funding agreement, shall perform and complete, in a timely and satisfactory manner, all activities described, which includes fidelity to the PAT program model, and adherence to the following:

1. Complete the PAT Site application process and review forms and documents necessary to understand the PAT model and standards
2. Explore and solidify funding opportunities for the 2022-23 program year
3. Participate in monthly one-hour planning/training meetings with Parent Possible's PAT Program Director or PAT Program Manager
4. Complete Parent Possible's new site orientation training
5. Shadow at least one current PAT site's home visit
6. Send at least one staff member to Parent Possible's annual home visiting conference in April 2023
7. Establish collaborative relationships with entities that can refer families to the PAT program
8. Draft public relations/recruitment materials to promote the PAT program to eligible parents/caregivers in the service area
9. Ensure adequacy of systems and staff to support implementation with fidelity
10. Track required programmatic and fiscal information and meet deadlines for submitting reports to Parent Possible as requested. Reporting expectations include monthly data entry in the Visit Tracker system (once families are enrolled), participation in the Colorado PAT evaluation plan (once families are enrolled), submission of PAT National Center Reports, and a one-page narrative report and fiscal report detailing how funds were expended.

Signed and entered into by:

Matthew Birnie, County Manager
Gunnison County Health and Human Services

Date

Heather Tritten, Executive Director
Parent Possible

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Provider Agreement; REIJ School District; Juvenile

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: RE1-J- Gunnison County

Term Begins:

Term Ends:

Grant Contract #:

Summary:

MOU with school

Fiscal Impact:

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 6/30/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 6/28/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/1/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 7/5/2022

PROVIDER AGREEMENT

This Provider Agreement ("Agreement") made effective the 1st of July, 2022 is by and between the RE1J School District ("District") whose address is 800 North Boulevard St., Gunnison, CO 81230 and the Board of County Commissioners of Gunnison County, of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 ("Provider") to benefit the Juvenile Services Department.

RECITALS

"Provider" will deliver professional services that promote mental health including: Social Emotional curriculum delivery, skill-based groups, professional development for school staff, Wraparound services for youth involved in 2 or more systems, and diversion services for youth to the Re1-J School District ("School"). The RE1-J School District desires to engage Provider to provide Services according to this Agreement. The District desires to engage "Provider" 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. TERM.

The term of this Agreement shall commence on the date first set forth above and shall be considered for renewal on May 30th, 2023.

2. SCOPE OF SERVICES.

"Provider" shall furnish all materials, supervision, supplies and equipment to complete the services as more specifically set forth on Exhibit A, attached hereto and incorporated herein by this reference. "Provider" will support the RE1-J school district by assisting the District in promoting Social Emotional Learning and mental health including: Social Emotional professional development for adults, ongoing professional development for SEL teams, data report and strategic planning. All services shall be performed in a timely manner and in accordance with generally accepted standards for "Provider's" profession and all applicable federal, state and local laws and regulations affecting the services or the subject matter thereof. "Provider" acknowledges that this is a non-exclusive Agreement, and the District may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

3. COMPENSATION BONUS AND EXPENSES.

In exchange for "Provider's" performance of the services during the Term, the District shall pay "Provider" fees as follows: \$50,000 to be paid on or before December 30th, 2022.

4. INDEMNIFICATION

The school district agrees to indemnify, defend and hold harmless Gunnison County "Provider", 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 "Provider" or its employees, sub-Providers or agents in connection with this Agreement. This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

"Provider" agrees that at all times during the Term of this Agreement that "Provider" shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, "Provider" will provide insurance certificates to the District.

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by "Provider" during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent in an amount not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury Liability, and \$500,000 for Property Damage Liability.
- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than \$150,000 for any injury to one person in any single occurrence and in an amount no less than \$600,000 for any injury to two or more persons in any single occurrence.

6. ENTIRE AGREEMENT.

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

7. 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 the Board of County Commissioners of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

8. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorney fees and expert witness fees.

9. GOVERNING LAW.

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

10. IMMIGRATION COMPLIANCE CERTIFICATION.

- (a) "Provider" certifies that "Provider" does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- (b) "Provider" certifies that "Provider" has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- (c) "Provider" 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) "Provider" 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) "Provider" agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq

11. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below to be effective as of the date first above written.

Chairperson, Board of County Commissioners

Date Signed

Attestation

Leslie Nichols, Ed.D.

District Superintendent

L. L. Mills

Attestation

5.25.2022

Date Signed

5.25.2022

Date Signed

Attachment A:

\$25,000 for Direct Services in the school through SEL Coordinators

- Lead organization for 2 free youth mental wellness visits for all RE1-J school district youth 12-18 years old.
- Owning Up Curriculum delivery in CBCS 6th and 9th grade, GHS 9th grade
- Health Class co-teaching on applicable topics
- Guidance Class co-teaching on applicable topics
- Support student clubs, SOS, and youth

\$5,000 for Professional Development and Training/GCSAPP

- Ongoing training for administration and staff on mental health and substance abuse topics

\$15,000 for FAST and Wraparound Services

FAST Review Team

The partner agencies will refer youth early on to the multi-system Family Advocacy Support Team. Members include representatives from the Gunnison County Department of Human Services, Gunnison Watershed School District, 7th Judicial District Probation, The Center for Mental Health, Gunnison Valley Mentors, Project Hope, City of Gunnison Police Department, Gunnison County Juvenile Services, and an Educational Attendance Advocate for purposes of assessment, access to service and planning. Members meet weekly in order to staff cases to determine what level of care the youth and family will be served by (ISST, HFW or Cross over) and helps to make suggestions on additional services. Services and supports are designed to promote family wellbeing in the least restrictive and least intrusive manner possible implemented through the three-tiered service delivery model and with the family. Target population is youth and families (0-21). When the FAST review team determines staffing for each case, coordinated care will be supported through Individualized Service and Support Team ("ISST"), High Fidelity Wraparound, family engagement meetings or the Crossover Youth Practice Model. Service planning and provision shall be strengths based, family focused and well-coordinated. The Team will work to avoid duplication of services, establish a realistic individualized support plan and assure provider follow through.

The focus of the initiative includes:

- Early identification of youth and families needing assistance
- Accessible and individualized service
- A 2 Generational model that works within a family systems approach.
- Monitoring and follow through
- Aftercare follow up
- Program evaluation

These services are linked to the following performance measure: Children and youth with improved school attendance rates, Children and youth with fewer disciplinary actions, and CMP children/youth who received a positive depression screening that receive a follow-up appointment within 7 days. FAST serve 10-15 youth and their families per. Year.

Juvenile Diversion \$5,000

The goal of juvenile diversion is to help divert youth away from the court system and help with and systems restore harm and relationships through our restorative practice and trauma-informed lens. Through this multi-system approach Juvenile Services helps youth access mental health services, gain resilience skills, increased opportunities for prosocial activities and support families and maintain low rates of recidivism of criminal offenses. All of our youth are screened for mental health services and 90% of them screen high for need for services and are able to access mental health services through this program. Funds will be used to continue to connect youth to mental health services and to increase the Early Intervention program manager's ability to use restorative practices with youth and serve youth at the school. This position will also work with the Education and Behavioral Interventionist to assist the school with youth and families who meet the criteria for suspension, truancy and to develop youth specific plans for returning to school or earning educational credits in a non-traditional way.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support request; Bureau of Reclamation G

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Letter supporting GCEA's grant application to the Bureau of Reclamation

Fiscal Impact: 0

Submitted by: John Cattles

Submitter's Email Address: jcattles@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: 6/28/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/1/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 7/5/2022

June 20, 2022

Bureau of Reclamation, NOFO Team
Denver Federal Center Bldg. 67, Rm. 152
6th Avenue and Kipling Street
Denver, CO 80225

WaterSMART Water and Energy Efficiency Grant Review Committee:

I am writing on behalf of Gunnison County to express our organization's support for the funding and development of the proposed Taylor River Hydro, LLC. hydroelectric facility, to be located below the Taylor Reservoir in Gunnison County Colorado.

Our organization strongly supports this proposed new facility because we recognize the imminent need to rapidly decarbonize energy resources in order to help slow the most adverse impacts of climate change. The County's strategic plan includes goals and strategies to facilitate, support, and build renewable energy generation in the valley. The proposed Taylor River hydro facility site is ideal, in that the dam is already in place and has been designed to accommodate hydroelectric generation since its construction in 1937. The proposed new facility will produce over 3.8 million kilowatt hours of valuable, American made, local, renewable electricity each year (on average) and will run 24 hours a day, all year long, for many decades to come. All without affecting existing run-of-the river flows.

Further, Gunnison County firmly supports the partnership between Gunnison County Electric Association and the Uncompaghre Valley Water Users Association in this endeavor. Both organizations are valuable community members in very good standing, and their partnership will ensure the Taylor River Hydro project is developed and operated responsibly, prudently, and in close coordination with the US Bureau of Reclamation.

For these reasons, please consider our steadfast support for, and confidence in, the proposed Taylor River Hydro, hydroelectric development.

Thank you,

[Signature]

[Sender's name, title, organization, address, and email]

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Houseal Lavigne A

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: City of Gunnison, Houseal Lavigne

Term Begins: July 2022

Term Ends:

Grant Contract #:

Summary:

Contract execution between City of Gunnison, County, and Houseal Lavigne for consulting services for development of the north Gunnison master plan.

Fiscal Impact: \$73,410

Submitted by: Cathie Pagano

Submitter's Email Address: cpagano@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 7/1/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/1/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/1/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 7/5/2022



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

From: Cathie Pagano, Assistant County Manager for Community and Economic Development
To: BOCC
Date: June 30, 2022
Re: North Gunnison Area Plan

The contract agreement between Houseal Lavigne, City of Gunnison, and Gunnison County is attached for your review and signature. The City of Gunnison and Gunnison County have released an RFP to hire a consultant team to support the development of a north Gunnison subarea plan. The area plan will be focused on the area from the northern City boundary to the Gunnison River. The City and the County are seeking to create a plan that reflects the community values of avoiding sprawl and supporting development patterns that are similar to those within the city limits. The Comprehensive Plan states, "The North Gateway Subarea largely defines the area where the City will consider annexation and incremental growth within the three-mile area. Should parcels in the North Subarea be annexed into the City, their land use and zoning designations should reflect similar use and level of intensity to adjacent land uses currently within the municipal boundary." The primary goals of this project are to develop a plan that identifies the appropriate use types and densities in the subarea.

The RFP, Houseal Lavigne proposal, scope of work, and contract are attached for your reference. This item was included in the 2022 Community Development budget. Additionally, the County has been awarded a \$25,000 planning grant from the Colorado Department of Local Affairs to support this work. The cost share is described specifically in the contract and includes contributions from the City, County, and DOLA. Please feel free to contact me with any questions or concerns. Thank you.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the ___ day of July, 2022 by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado 81230 (herein “Gunnison County”), the City of Gunnison, Colorado, whose address is 201 W. Virginia Avenue, Gunnison, Colorado 81230 (“City”), and Houseal Lavigne Associates, an Illinois Limited Liability Company, whose address is 188 W. Randolph Street, Suite 200, Chicago, IL 60601 (herein “Contractor”).

RECITALS

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

Gunnison County and the City desire 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 the City 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 October 15, 2023, unless sooner terminated or replaced as provided herein.

This Agreement is subject to both the City and Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If either the City or Gunnison County fails or refuses to make such an appropriation, either the City or Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the City and County with their strategies to deliver high quality services in relation to planning in the North Gunnison area of the County, as outlined in the Gunnison County Strategic Plan, and the City of Gunnison Comprehensive Plan.

4. COMPENSATION, BONUS AND EXPENSES.

The parties acknowledge and agree that the Scope of Work Memorandum attached as Appendix A to this Agreement contemplates that Contractor will provide work in three phases, and Phase 3 contains two Options that, depending on the Option jointly selected by the City and by the County, governs the total amount of compensation due to Contractor under this Contract.

- a. During the Term, should the City and the County jointly select Option 1 as reflected in the Updated Project Fee Structure set forth in Appendix A of this Agreement, and in consideration and exchange for Contractor's performance of the Services, the City and Gunnison County shall pay Contractor fees as more specifically not to exceed One-Hundred Thousand Sixty-Four, One-Hundred Ten No/100 U. S. Dollars (\$164,110), in the amounts and terms that follow:
 1. The City shall pay a total of Sixty-Five Thousand, Seven Hundred Dollars (\$65,700); and
 2. The County shall pay the remainder, with the parties acknowledging and agreeing that Twenty-Five Thousand Dollars (\$25,000) of the amount owed by the County will be paid from proceeds of a grant received by the Colorado Department of Local Affairs.

- b. During the Term, should the City and the County jointly select Option 2 as reflected in the Updated Project Fee Structure set forth in Appendix A of this Agreement, and in consideration and exchange for Contractor's performance of the Services, the City and Gunnison County shall pay Contractor fees as more specifically not to exceed One-Hundred Thousand Fifty, Three-Hundred Twenty No/100 U. S. Dollars (\$150,320), in the amounts and terms that follow:
 1. The City shall pay a total of Sixty-Five Thousand, Seven Hundred Dollars (\$65,700); and
 2. The County shall pay the remainder, with the parties acknowledging and agreeing that Twenty-Five Thousand Dollars (\$25,000) of the amount owed by the County will be paid from proceeds of a grant received by the Colorado Department of Local Affairs.

- c. Payment shall be made by Gunnison County and by the City to Contractor within 45 days of receipt of invoices issued to both the County and the City, with the County and the City each obligated to pay one-half (1/2) of the invoice amount. Once the City has completed its payment obligation as set forth above, Contractor will direct invoices to the County only, and the County shall be solely responsible for paying such invoice(s).

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.

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 the City and Gunnison County, listing the City and 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 the City and 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 City's or 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 City's or 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 City and 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 City and 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 City and 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 City or 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 City or 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 the City or Gunnison County. Contractor does not have any authority to bind the City or 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 the City or 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 the City and Gunnison County, its Council, 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 City and 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 City and County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the City and 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 City and County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the City and 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 City and County, unless the settlement includes an admission of wrongdoing, fault or liability by the City or County, whether express or implied.

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

8. SOLE SOURCE CONTRACTS.

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 the City or 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 the City and 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 the City or 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 City and 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 the City or 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 City or 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 City and 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 the City and Gunnison County which consent the City and 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 City and 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 City and 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 the City and County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to the City and County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the City and County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of the City and 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 City, 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 City or 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 City or the County. The City or 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

City: Community Development Director
City of Gunnison
201 W. Virginia Ave.
PO Box 239
Gunnison, CO 81230

Contractor: Houseal Lavigne Associates
188 West Randolph Street, Suite 200
Chicago, IL 60601

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 City or County in the manner specified by the City or 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 the City, the 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 City or 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 the City and County. Contractor shall be subject to financial audit by federal, state, city 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 Houck, Chairperson

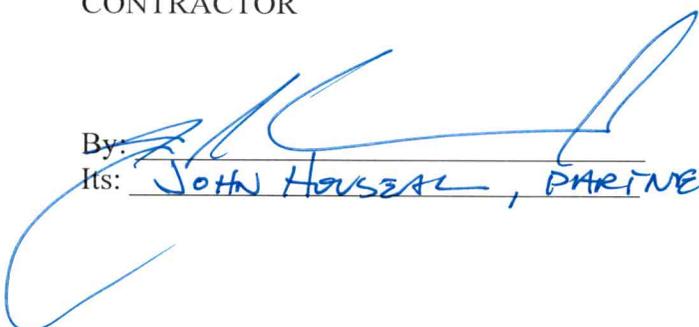
ATTEST:

Deputy Clerk

CITY

By: _____
Russell Forrest, City Manager

CONTRACTOR

By: 
Its: JOHN HOUSEAL, PARTNER

APPENDIX "A"

SCOPE OF SERVICES

[ATTACH 4/26/22 MEMO AND SCOPE OF WORK HERE]



MEMORANDUM

TO: Cathie Pagano, Assistant County Manager
Gunnison County
Anton Sinkewich, Community Development Director
City of Gunnison

FROM: Houseal Lavigne Associates
Nik Davis, Principal
Josh Koonce, Project Manager

DATE: Tuesday, April 26, 2022

RE: Updated Scope of Work: Phase 1 Master Plan for the North Gateway and Highway 50 Corridor Subareas, Phase 2 Three-Mile Plan, and Phase 3 County Land Use Resolution Update

Houseal Lavigne is excited to work with Gunnison County and the City of Gunnison to create a new Master Plan for two important subareas – the North Gateway and the Highway 50 Corridor, and to create Three-Mile Plan that can guide development for the County and City over the coming decades. Based on the project interview and subsequent discussion, the following scope of work updates our proposal, integrating the Highway 50 Corridor and Three-Mile Plan into the overall Master Plan process over two project phases. A third phase is identified to update components of the County's Land Use Resolution based on the outcomes of the planning project.

Scope of Work

Our Project Team recognizes the importance of using the planning process to establish community consensus and foster a sense of stewardship for the new *Master Plan for the North Gateway and Highway 50 Corridor Subareas*, and the *Three-Mile Plan*. Our scope of work ensures that Gunnison County and City of Gunnison staff, citizens, property owners, community leaders, and elected and appointed officials are engaged at key phases of the planning process to help establish a vision and goal-oriented plan that will shape the future of these important areas for the County and City. Each step of our proposed scope of work is presented in detail on the following pages.

HOUSEAL LAVIGNE

CHICAGO, IL
188 West Randolph Street, Suite 200
Chicago, Illinois 60601
(312) 372-1008

www.hlplanning.com
info@hlplanning.com

Phase One – Master Plan for the North Gateway and Highway 50 Corridor Subareas

Phase One of the project will entail public outreach, study area refinement, research, and staff coordination in preparation of a cohesive *Master Plan* for the North Gateway Subarea and Highway 50 Corridor. When adopted, the *Master Plan* will meet the goals of the County and the City and provide specific policies, recommendations, and functions for the following subareas:

1. The **North Gateway**, which was identified for further study in the City's Gunnison 2030 Comprehensive Plan and has received development pressure. This area will require a detailed study and will include conceptual development models for 2-3 sites. We will work with staff at the outset of the project to finalize the study area boundary.
2. The **Highway 50 Corridor**, from the southwest municipal boundary of the City to County Road 18, where development is already occurring, and the land uses are largely established. Due to the built-out nature of the land uses along the corridor, detailed conceptual models are not anticipated for this study area.

Step 1: Project Initiation

To "kick-off" the planning process off on the right foot, meetings will be conducted with key County and City staff and elected and appointed officials before engaging the Gunnison community and starting work on the Master Plan. It is anticipated that the meetings in Step 1 (1b-1d) will be conducted during the same trip.

1a: Staff Coordination Meeting

We will host a web meeting with staff assigned to the project at the beginning of the process to 1) review the project scope of work and confirm study area boundaries; 2) discuss project goals, timeline, key deliverables, and data needs; 3) identify key issues and discuss recent property dynamics; 4) review administrative procedures; and 5) clarify outstanding matters. We intend to function as a unified and integrated team alongside County and City staff. As-needed check-in calls and/or web meetings will be held throughout the project to ensure a consistent communication process.

1b: Project Kick-Off and Tour of the Study Areas

The Project Team will meet with County and City staff assigned to the project before any other meetings or outreach. This meeting will allow staff and the Project Team to review and discuss issues pertaining to the scope of work, project schedule, and review consultant and client responsibilities. It will also allow the Project Team to discuss how existing plans and studies will tie into the new planning process and decide what needs to be revisited. This meeting should also include a tour of the North Gateway and Highway 50 Corridor study areas, to allow staff and the Project Team to discuss conditions onsite.

1c: County and City Public Works Meeting

The Project Team will meet with key members of the County and City Public Works Departments. *Master Plan* recommendations will influence infrastructure extension and integration. Support and ongoing dialogue with both entities will be essential to the *Master Plan's* implementation.

1d: Joint Working Session – Board of County Commissioners, City Council, and County and City Planning Commissions

The Project Team will facilitate a roundtable discussion with County and City elected and appointed officials to introduce the team and solicit elected and appointed officials' concerns and aspirations for the study areas. As the policymakers for the County and City, it is important that the Board, Council, and Planning Commissions have a chance to communicate and discuss their issues and concerns with the Project Team, as well as with each other, at the beginning of the process. Recognizing that these bodies meet on separate nights, the Project Team proposes holding a special work session and conducting these on the same night.

Step 2: Public Engagement

We will prioritize and are fully behind the County and City's commitment to meaningful public engagement. Our proposed outreach process includes both traditional (face-to-face) and web-based activities to obtain the broadest levels of participation in preparing the *Master Plan*. Community outreach takes place through the entire planning process, with this step providing the initial participation efforts and laying the foundation for the remaining steps.

2a: Project Website

At the beginning of the project, we will design and host a project website linked to the existing County and City websites; alternately, we can provide content for a dedicated page on the County's existing website. An interactive project website provides a home base for information regarding the *Master Plan*. This website will promote the planning process; provide project schedules and meeting dates; display draft documents; host map.social; and offer an online community questionnaire.

2b: Online Community Questionnaire

We will prepare an online questionnaire for the residents, business owners, and property owners to gather a community-wide opinion on a range of topics and issues pertinent to the North Gateway and Highway 50 study areas. The online community questionnaire will be easily accessible on the project or County website. At the close of the questionnaire response period, we will review and summarize results in Step 2e as a gauge of community issues and key themes.

2c: map.social (Online Map-Based Engagement Platform)

We will feature map.social, a web-based community issues mapping tool. Developed by Houseal Lavigne, this tool will allow users to identify, map, and comment on the study areas. map.social simplifies the mapping process and familiarizes users with the study areas in a manner that is exciting, interactive, and effective.

2d: Key Stakeholder Interviews and Small Focus Group Discussions (up to 18)

Key stakeholder interviews and focus group discussions allow us to gain insight into the two study areas that we might otherwise not be able to obtain. Key stakeholder interviews are conducted with one to two participants. Small focus groups are made up of two to four participants gathered around a specific topic. Up to 18 meetings will be conducted to obtain additional information regarding local issues and potentials. The Project Team will work with staff to identify the interviewees needed to address both study areas. We recommend a broad sampling of interviewees who may possess unique perspectives or special insights into the community and study areas. Interviewees could include selected property owners, new or lifelong residents, business owners, and representatives from other government agencies, institutions, and/or civic groups. The interviews will be conducted in-person during scheduled visits (Step 1 or Step 3) or via telephone/web conference as needed.

2e: Planning Influences and Outreach Takeaways

This step will conclude in an Outreach Takeaways memo summarizing key themes and takeaways from all community outreach events and a Planning Influences Map. The Planning Influences Map will use data available from the County and City, and from Houseal Lavigne reconnaissance. The map will depict existing conditions influencing the subarea, such as protected lands, established roadways, and existing infrastructure. The Outreach Takeaways memo will provide focus and direction for the Land Use and Development Framework and serve as the cornerstone of the consensus-building process.

Step 3: Land Use and Development Frameworks

Building on an assessment of the County and City's past plans, studies, and reports, and our team's familiarity with the *Gunnison 2030 Comprehensive Plan*, the Preliminary Land Use and Development Frameworks will respond to the conditions and planning influences assessed and discussed in previous steps. This Framework will address the issues and priorities discussed initially by County and City officials. The Preliminary Land Use and Development Frameworks

will identify recommended land uses and development character for each study area, including the type, location, scale, and intensity of potential development.

3a: Land Use and Development Frameworks (for the North Gateway and Highway 50 Corridor)

Based on the outcome of the previous steps, the Land Use and Development Framework will include recommendations and policies for the North Gateway and Highway 50 Corridor study areas. The Land Use and Development Frameworks will form the core of the *Master Plan* and will define functional land uses within each study area. Each functional land use will provide recommendations including desired use mix, development character, and intensity to establish the appropriate balance of residential, mixed use, and non-residential uses, including retail and commercial opportunities.

3b: Identification of North Gateway Opportunity Sites

The *Gunnison 2030 Comprehensive Plan* identifies the County parcel north of Road 13A as a potential catalyst site. The site will be reevaluated and additional potential opportunity sites for development or redevelopment will be identified. The preliminary list of sites will be discussed with County and City staff along with the Joint Boards and Commissions and refined to focus on up to three sites, depending on size. Detailed conceptual models for the sites will be developed as part of Step 4.

3c: County and City Staff Review and Discussion

The Project Team will present and discuss the draft Preliminary Land Use and Development Frameworks before distribution to the Joint Boards and Commissions. This meeting will be a conference call/web meeting with County and City staff.

Three-Mile Plan Discussion: During this meeting, we will discuss the Priority Annexation Areas within the three-mile planning area. It is anticipated that the boundaries of the established subareas will largely function as the Priority Annexation Areas.

3d: Joint Working Session – Board of County Commissioners, City Council, and County and City Planning Commissions

In a meeting with the Joint Boards and Commissions, the Project Team will review and discuss the Planning Influences Map, Outreach Takeaways, Preliminary Land Use and Development Framework, and Opportunity Sites. Appropriate revisions will be made based on the joint group's feedback.

3e: Public Open House and Engagement Session

Members of the Project Team, along with County and City staff, will conduct a community open house to allow residents and community stakeholders the opportunity to examine, discuss, and comment on the draft *Master Plan* components. The Project Team will be available throughout the community open house to present materials, answer questions, and get feedback before drafting detailed recommendations and conceptual models.

Step 4: Draft Master Plan and Conceptual Models

This step will include the development of the subarea frameworks for the draft *Master Plan* as well as conceptual models for the key opportunity sites in the North Gateway.

4a: Draft North Gateway Subarea

Based on work and the results of the previous steps in the planning process, the draft *Master Plan* will be prepared for review and discussion. The draft *Master Plan* will be highly illustrative and include maps, graphics, photographs, and concise text to clearly and effectively communicate community planning and development concepts and recommendations and the overall character of desired study area. The following frameworks will build upon recommendations established in the *Gunnison 2030 Comprehensive Plan*, providing further detail and new direction where appropriate.

- **Transportation and Circulation Framework.** This framework will identify how linkages and future street grid connections can be created between various uses and properties in and around the study area and identify connections to regional open spaces and the downtown core in the City of Gunnison. This framework will prioritize bike, pedestrian, and transit mobility, safety, and circulation. The need for future bus stops along State Highway 135 will also be reviewed. As State Highway 135 is improved within the study area, opportunities for the design to incorporate elements that would support transit services along the roadways will be examined. The framework will provide recommendations for multi-modal transportation functionality and maintaining appropriate development transitions within and between the project area and the surrounding rural areas.
- **Infrastructure and Utilities Framework.** Recognizing the importance and cost of new infrastructure extension, this framework will provide a conceptual infrastructure extension and integration plan. Based on interviews and discussions with the County and City Public Works departments, the framework will include recommendations that reflect the community's reliance on wells for water and anticipate stormwater and sewer capacity needs in the study area.

4b: Detailed North Gateway Conceptual Models (2-3 sites)

Based on sites identified during Step 3b we will develop detailed conceptual models illustrating potential site configurations. The conceptual models will establish use programs, parcel division, lot/building orientation and layout, parking layout, access and circulation, buffering, landscaping, and open space/detention. The total number of concepts to be developed will vary depending on the complexity of the design exercise and the size of the selected sites.

4c: Draft Highway 50 Corridor Subarea

It is anticipated that the Highway 50 Corridor Development Plan will build on the corridor Land Use and Development Framework drafted in Step 3a and include an **Infrastructure and Utilities Framework**. This framework will be based on interviews and discussions with the County and City Public Works departments and include recommendations that reflect the community's reliance on wells for water and anticipate stormwater and sewer capacity needs in the study area, especially in undeveloped areas on the north side of the corridor.

4d: Implementation Framework

This framework will identify priorities, timelines, and strategies to assist the County and City in making decisions about the timing and location of development and capital improvements in each subarea, ensuring sustainable and incremental growth that "pays its own way." The *Capital Improvements Timeline* will include conceptual cost estimates for the improvements, and prioritizing projects based on short-term (0-5 years), mid-term (5-10 years), and long-term (10-20 years). This framework will include an audit of the *Land Development Code and County Land Use Resolution*, setting the stage for implementable design guidelines for the study areas.

Phase Two – Three-Mile Plan

Since 1987, Colorado's annexation law has limited municipal annexations to no more than three miles beyond the current municipal boundary in any given year. As with all municipalities in Colorado, Gunnison must prepare and adopt a three-mile plan before annexing property into their territorial boundaries. We understand that the North Gateway Area and the Highway 50 Corridor from City limits to County Road 18 are the primary priority annexation areas where the City wishes to grow over the long term.

Step 5: Draft Three-Mile Plan and Adoption

This step will entail review and discussion of the Draft Master Plan and Conceptual Models, and preparation of an update to the Three-Mile Plan, incorporating feedback and discussions presented throughout previous steps in the planning process.

5a: County and City Staff Review and Discussion

County and City staff and the Project Team will review the draft *Master Plan*, including the Detailed Conceptual Models. The review process may include one round of revisions before distribution to the Joint Boards and Commissions. This meeting will be a conference call/web meeting with County and City staff.

5b: Joint Working Session – Board of County Commissioners, City Council, and County and City Planning Commissions

A joint web meeting with the Board of County Commissioners, City Council, and County and City Planning Commissions will be conducted to review and discuss the draft *Master Plan*. Appropriate revisions will be made based on discussion, feedback, and direction given.

5c: Draft Three-Mile Plan

It is anticipated that this document will update the 2003 Three-Mile Plan, incorporating guidance from the Gunnison 2030 Comprehensive Plan, and feedback received through the master planning process. This document would serve as the Intergovernmental Agreement for the three-mile planning area. The Three-Mile Plan will include:

- Map of the City and County
- Map of the Three-Mile Planning Area
- Priority Annexation areas within the three-mile boundary, including the North Gateway and Highway 50 Corridor Subarea boundaries
- Language establishing the intergovernmental agreement between the County and City

5d: Adoption of the Final Master Plan and the Three Mile Plan Update

Based on feedback from the previous Steps, the final *Master Plan and Three Mile Plan Update* will be presented for consideration and adoption by the County and City Planning Commissions and Board of County Commissioners via the required public hearing and adoption process. The final documents will be designed to be used both digitally and in paper form.

Phase Three – Land Use Resolution Updates

Phase three of the North Gateway and Highway 50 Corridor Subareas and Three-Mile Plan project will involve amendments to the County Land Use Resolution to ensure alignment with the final Master Plan and Three Mile Plan Update. This Phase will begin after the adoption of the final Master Plan and Three Mile Plan Update.

Step 6: Project Initiation – Transition from Planning to Zoning

To “kick off” the process on the right foot, meetings will be conducted with key staff, elected and appointed officials, and impacted property owners.

6a: Staff Kick-Off Meeting

We will host a web meeting with Staff as we transition from finalizing the Master Plan and Three Mile Plan Update and drafting the Land Use Resolution amendments. The purpose of the meeting will be to 1) discuss project goals, timeline, and key deliverables; 2) identify key issues and discuss recent property dynamics; and 3) clarify any outstanding matters. Regular and “as-needed” conference calls and/or web meetings with Staff will be held throughout the project to ensure a consistent communication process.

6b: Elected and Appointed Officials Roundtable

This in-person meeting will allow elected and appointed officials to communicate and discuss their concerns and priorities for the North Gateway and Highway 50 Corridor subareas at the beginning of the update process.

6c: Impacted Property Owner Interviews (up to 8)

Interviews with key impacted property owners will allow us to obtain first-hand insight into the challenges facing the subareas. Building off the successful outreach efforts conducted during the Master Plan and Three Mile Plan Update we recommend conducting confidential interviews to obtain additional information regarding local issues and potentials. We will work with County staff to identify up to eight individuals and groups to be interviewed.

Step 7: Draft Updates

An audit of the County Land Use Resolution will be conducted during Step 4d: Implementation Framework. Based on the results of that audit, a Special Area designation for the North Gateway and Highway 50 Corridor subareas may be recommended. If so, Step 7: Option 1 is the recommended scope of work for implementation.

Alternatively, the audit may identify only that only minor updates to existing language in the Land Use Resolution are necessary. If so, Step 7: Option 2 is the recommended scope of work for implementation.

Option 1: Draft Special Area Standards

We will develop draft special area standards based on the feedback received during previous steps. Draft standards will be delivered to staff iteratively, in up to three stages. Up to three virtual working sessions with staff will be held to gain feedback and refine standards before the full draft is developed as a part of the next step. The draft special area standards will be provided to the County's attorney for final legal review. Tables, graphics, diagrams, illustrations, and other visualizations will be developed to support and communicate the proposed standards.

- 7a: Establishment of Subdistricts
- 7b: Subdistrict Design Standards
- 7c: Use Specific Standards
- 7d: Signs (*can serve as a template for updating the County's overall sign regulations*)
- 7e: Prepare tables, imagery, and supporting graphics
- 7f: Procedures
- 7g: Administration Standards

Option 2: Minor LUR Amendments

Will develop targeted and focused amendments to existing language in the Land Use Resolution based on the feedback received during previous steps. Draft amendments will be delivered to staff in a memo. Up to three working sessions with staff will be held to gain feedback and refine amendments before the final amendments memo is developed as a part of the next step. The draft amendments will be provided to the County's attorney for final legal review. Tables, graphics, diagrams, illustrations, and other visualizations will be developed as needed to support and communicate proposed amendments.

Step 8: Final Updates and Adoption

Based on feedback from the previous Step, we will prepare the final Special Area standards document or Minor LUR Amendments memo for public review and consideration.

8a: Elected and Appointed Officials Presentation

During this in-person meeting, we will present the final Special Area standards document or Minor LUR Amendments memo to elected and appointed officials to receive their feedback.

8b: Impacted Property Owners Presentation

During this in-person meeting, we will present the final Special Area standards document or Minor LUR Amendments memo to the impacted property owners interviewed as a part of Step 6c to receive their feedback.

8c: Public Open House (if Option 1 is selected)

A public open house is recommended if Option 1: Draft Special Area Standards is the preferred/recommended approach. During the in-person public open house, we will present the final Special Area standards to the public to receive their feedback.

8d: Final Document/Memo and Adoption

Feedback received from Steps 8a, 8b, and 8c will be incorporated into the Special Area standards document or Minor LUR Amendments memo based on Staff direction. The final document/memo will be presented for consideration and adoption by the County Planning Commission and Board of County Commissioners via the required public hearing and adoption process.

Updated Project Fee Structure

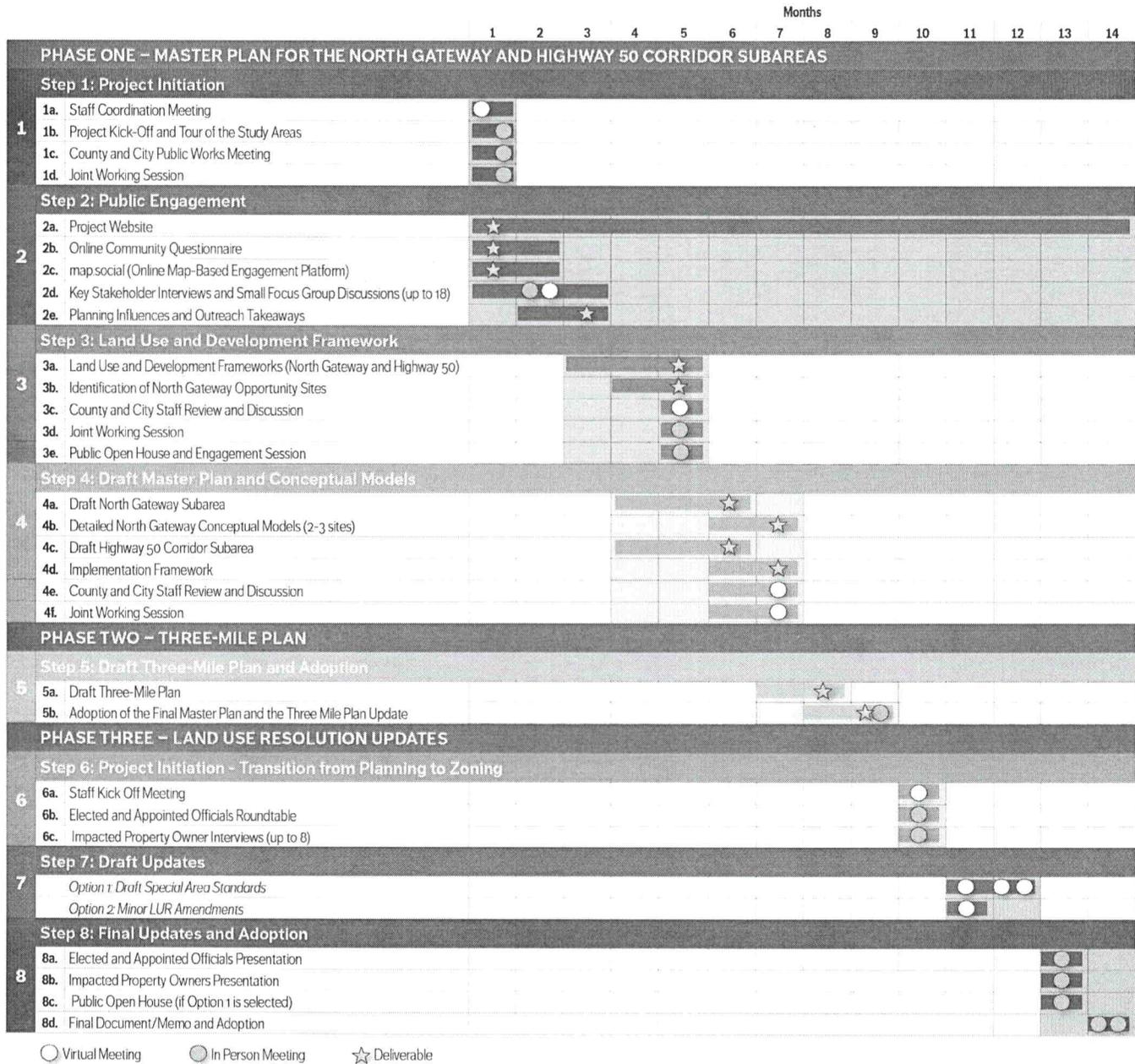
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Step 4: Draft Master Plan and Conceptual Models	\$	60,870
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Step 5: Draft Three-Mile Plan and Adoption	\$	25,420
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Step 8: Final Updates and Adoption		
Total Professional Fees; Option 1 (Not to Exceed Cost)	\$	164,110
Total Professional Fees; Option 2 (Not to Exceed Cost)	\$	150,320

NOTE:

- **Phase Three with Option 1** – To complete the Land Use Resolution Updates, including Step 7, Option 1, and Step 8, Open House, we propose a not to exceed project budget of \$38,530 inclusive of all professional fees and direct expenses.
- **Phase Three with Option 2** – To complete the Land Use Resolution Updates, including Step 7, Option 2, we propose a not to exceed project budget of \$24,740 inclusive of all professional fees and direct expenses.

Preliminary Project Schedule

The project schedule below provides an overall framework to complete the proposed project approach. Should the County favor our basic approach, we will work with staff to refine the process and anticipated project schedule in a manner that is most advantageous to the project.





MEMORANDUM

TO: Cathie Pagano, Assistant County Manager
Gunnison County
Anton Sinkewich, Community Development Director
City of Gunnison

FROM: Houseal Lavigne Associates
Nik Davis, Principal
Josh Koonce, Project Manager

DATE: Tuesday, April 26, 2022

RE: Updated Scope of Work: Phase 1 Master Plan for the North Gateway and Highway 50 Corridor Subareas, Phase 2 Three-Mile Plan, and Phase 3 County Land Use Resolution Update

Houseal Lavigne is excited to work with Gunnison County and the City of Gunnison to create a new Master Plan for two important subareas – the North Gateway and the Highway 50 Corridor, and to create Three-Mile Plan that can guide development for the County and City over the coming decades. Based on the project interview and subsequent discussion, the following scope of work updates our proposal, integrating the Highway 50 Corridor and Three-Mile Plan into the overall Master Plan process over two project phases. A third phase is identified to update components of the County’s Land Use Resolution based on the outcomes of the planning project.

Scope of Work

Our Project Team recognizes the importance of using the planning process to establish community consensus and foster a sense of stewardship for the new *Master Plan for the North Gateway and Highway 50 Corridor Subareas*, and the *Three-Mile Plan*. Our scope of work ensures that Gunnison County and City of Gunnison staff, citizens, property owners, community leaders, and elected and appointed officials are engaged at key phases of the planning process to help establish a vision and goal-oriented plan that will shape the future of these important areas for the County and City. Each step of our proposed scope of work is presented in detail on the following pages.

HOUSEAL LAVIGNE

CHICAGO, IL
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Chicago, Illinois 60601
(312) 372-1008

www.hlplanning.com
info@hlplanning.com

Phase One – Master Plan for the North Gateway and Highway 50 Corridor Subareas

Phase One of the project will entail public outreach, study area refinement, research, and staff coordination in preparation of a cohesive *Master Plan* for the North Gateway Subarea and Highway 50 Corridor. When adopted, the *Master Plan* will meet the goals of the County and the City and provide specific policies, recommendations, and functions for the following subareas:

1. The **North Gateway**, which was identified for further study in the City’s Gunnison 2030 Comprehensive Plan and has received development pressure. This area will require a detailed study and will include conceptual development models for 2-3 sites. We will work with staff at the outset of the project to finalize the study area boundary.
2. The **Highway 50 Corridor**, from the southwest municipal boundary of the City to County Road 18, where development is already occurring, and the land uses are largely established. Due to the built-out nature of the land uses along the corridor, detailed conceptual models are not anticipated for this study area.

Step 1: Project Initiation

To “kick-off” the planning process off on the right foot, meetings will be conducted with key County and City staff and elected and appointed officials before engaging the Gunnison community and starting work on the Master Plan. It is anticipated that the meetings in Step 1 (1b-1d) will be conducted during the same trip.

1a: Staff Coordination Meeting

We will host a web meeting with staff assigned to the project at the beginning of the process to 1) review the project scope of work and confirm study area boundaries; 2) discuss project goals, timeline, key deliverables, and data needs; 3) identify key issues and discuss recent property dynamics; 4) review administrative procedures; and 5) clarify outstanding matters. We intend to function as a unified and integrated team alongside County and City staff. As-needed check-in calls and/or web meetings will be held throughout the project to ensure a consistent communication process.

1b: Project Kick-Off and Tour of the Study Areas

The Project Team will meet with County and City staff assigned to the project before any other meetings or outreach. This meeting will allow staff and the Project Team to review and discuss issues pertaining to the scope of work, project schedule, and review consultant and client responsibilities. It will also allow the Project Team to discuss how existing plans and studies will tie into the new planning process and decide what needs to be revisited. This meeting should also include a tour of the North Gateway and Highway 50 Corridor study areas, to allow staff and the Project Team to discuss conditions onsite.

1c: County and City Public Works Meeting

The Project Team will meet with key members of the County and City Public Works Departments. *Master Plan* recommendations will influence infrastructure extension and integration. Support and ongoing dialogue with both entities will be essential to the *Master Plan’s* implementation.

1d: Joint Working Session – Board of County Commissioners, City Council, and County and City Planning Commissions

The Project Team will facilitate a roundtable discussion with County and City elected and appointed officials to introduce the team and solicit elected and appointed officials’ concerns and aspirations for the study areas. As the policymakers for the County and City, it is important that the Board, Council, and Planning Commissions have a chance to communicate and discuss their issues and concerns with the Project Team, as well as with each other, at the beginning of the process. Recognizing that these bodies meet on separate nights, the Project Team proposes holding a special work session and conducting these on the same night.

Step 2: Public Engagement

We will prioritize and are fully behind the County and City's commitment to meaningful public engagement. Our proposed outreach process includes both traditional (face-to-face) and web-based activities to obtain the broadest levels of participation in preparing the *Master Plan*. Community outreach takes place through the entire planning process, with this step providing the initial participation efforts and laying the foundation for the remaining steps.

2a: Project Website

At the beginning of the project, we will design and host a project website linked to the existing County and City websites; alternately, we can provide content for a dedicated page on the County's existing website. An interactive project website provides a home base for information regarding the *Master Plan*. This website will promote the planning process; provide project schedules and meeting dates; display draft documents; host map.social; and offer an online community questionnaire.

2b: Online Community Questionnaire

We will prepare an online questionnaire for the residents, business owners, and property owners to gather a community-wide opinion on a range of topics and issues pertinent to the North Gateway and Highway 50 study areas. The online community questionnaire will be easily accessible on the project or County website. At the close of the questionnaire response period, we will review and summarize results in Step 2e as a gauge of community issues and key themes.

2c: map.social (Online Map-Based Engagement Platform)

We will feature map.social, a web-based community issues mapping tool. Developed by Houseal Lavigne, this tool will allow users to identify, map, and comment on the study areas. map.social simplifies the mapping process and familiarizes users with the study areas in a manner that is exciting, interactive, and effective.

2d: Key Stakeholder Interviews and Small Focus Group Discussions (up to 18)

Key stakeholder interviews and focus group discussions allow us to gain insight into the two study areas that we might otherwise not be able to obtain. Key stakeholder interviews are conducted with one to two participants. Small focus groups are made up of two to four participants gathered around a specific topic. Up to 18 meetings will be conducted to obtain additional information regarding local issues and potentials. The Project Team will work with staff to identify the interviewees needed to address both study areas. We recommend a broad sampling of interviewees who may possess unique perspectives or special insights into the community and study areas. Interviewees could include selected property owners, new or lifelong residents, business owners, and representatives from other government agencies, institutions, and/or civic groups. The interviews will be conducted in-person during scheduled visits (Step 1 or Step 3) or via telephone/web conference as needed.

2e: Planning Influences and Outreach Takeaways

This step will conclude in an Outreach Takeaways memo summarizing key themes and takeaways from all community outreach events and a Planning Influences Map. The Planning Influences Map will use data available from the County and City, and from Houseal Lavigne reconnaissance. The map will depict existing conditions influencing the subarea, such as protected lands, established roadways, and existing infrastructure. The Outreach Takeaways memo will provide focus and direction for the Land Use and Development Framework and serve as the cornerstone of the consensus-building process.

Step 3: Land Use and Development Frameworks

Building on an assessment of the County and City's past plans, studies, and reports, and our team's familiarity with the *Gunnison 2030 Comprehensive Plan*, the Preliminary Land Use and Development Frameworks will respond to the conditions and planning influences assessed and discussed in previous steps. This Framework will address the issues and priorities discussed initially by County and City officials. The Preliminary Land Use and Development Frameworks

will identify recommended land uses and development character for each study area, including the type, location, scale, and intensity of potential development.

3a: Land Use and Development Frameworks (for the North Gateway and Highway 50 Corridor)

Based on the outcome of the previous steps, the Land Use and Development Framework will include recommendations and policies for the North Gateway and Highway 50 Corridor study areas. The Land Use and Development Frameworks will form the core of the *Master Plan* and will define functional land uses within each study area. Each functional land use will provide recommendations including desired use mix, development character, and intensity to establish the appropriate balance of residential, mixed use, and non-residential uses, including retail and commercial opportunities.

3b: Identification of North Gateway Opportunity Sites

The *Gunnison 2030 Comprehensive Plan* identifies the County parcel north of Road 13A as a potential catalyst site. The site will be reevaluated and additional potential opportunity sites for development or redevelopment will be identified. The preliminary list of sites will be discussed with County and City staff along with the Joint Boards and Commissions and refined to focus on up to three sites, depending on size. Detailed conceptual models for the sites will be developed as part of Step 4.

3c: County and City Staff Review and Discussion

The Project Team will present and discuss the draft Preliminary Land Use and Development Frameworks before distribution to the Joint Boards and Commissions. This meeting will be a conference call/web meeting with County and City staff.

Three-Mile Plan Discussion: During this meeting, we will discuss the Priority Annexation Areas within the three-mile planning area. It is anticipated that the boundaries of the established subareas will largely function as the Priority Annexation Areas.

3d: Joint Working Session – Board of County Commissioners, City Council, and County and City Planning Commissions

In a meeting with the Joint Boards and Commissions, the Project Team will review and discuss the Planning Influences Map, Outreach Takeaways, Preliminary Land Use and Development Framework, and Opportunity Sites. Appropriate revisions will be made based on the joint group's feedback.

3e: Public Open House and Engagement Session

Members of the Project Team, along with County and City staff, will conduct a community open house to allow residents and community stakeholders the opportunity to examine, discuss, and comment on the draft *Master Plan* components. The Project Team will be available throughout the community open house to present materials, answer questions, and get feedback before drafting detailed recommendations and conceptual models.

Step 4: Draft Master Plan and Conceptual Models

This step will include the development of the subarea frameworks for the draft *Master Plan* as well as conceptual models for the key opportunity sites in the North Gateway.

4a: Draft North Gateway Subarea

Based on work and the results of the previous steps in the planning process, the draft *Master Plan* will be prepared for review and discussion. The draft *Master Plan* will be highly illustrative and include maps, graphics, photographs, and concise text to clearly and effectively communicate community planning and development concepts and recommendations and the overall character of desired study area. The following frameworks will build upon recommendations established in the *Gunnison 2030 Comprehensive Plan*, providing further detail and new direction where appropriate.

- **Transportation and Circulation Framework.** This framework will identify how linkages and future street grid connections can be created between various uses and properties in and around the study area and identify connections to regional open spaces and the downtown core in the City of Gunnison. This framework will prioritize bike, pedestrian, and transit mobility, safety, and circulation. The need for future bus stops along State Highway 135 will also be reviewed. As State Highway 135 is improved within the study area, opportunities for the design to incorporate elements that would support transit services along the roadways will be examined. The framework will provide recommendations for multi-modal transportation functionality and maintaining appropriate development transitions within and between the project area and the surrounding rural areas.
- **Infrastructure and Utilities Framework.** Recognizing the importance and cost of new infrastructure extension, this framework will provide a conceptual infrastructure extension and integration plan. Based on interviews and discussions with the County and City Public Works departments, the framework will include recommendations that reflect the community's reliance on wells for water and anticipate stormwater and sewer capacity needs in the study area.

4b: Detailed North Gateway Conceptual Models (2-3 sites)

Based on sites identified during Step 3b we will develop detailed conceptual models illustrating potential site configurations. The conceptual models will establish use programs, parcel division, lot/building orientation and layout, parking layout, access and circulation, buffering, landscaping, and open space/detention. The total number of concepts to be developed will vary depending on the complexity of the design exercise and the size of the selected sites.

4c: Draft Highway 50 Corridor Subarea

It is anticipated that the Highway 50 Corridor Development Plan will build on the corridor Land Use and Development Framework drafted in Step 3a and include an **Infrastructure and Utilities Framework**. This framework will be based on interviews and discussions with the County and City Public Works departments and include recommendations that reflect the community's reliance on wells for water and anticipate stormwater and sewer capacity needs in the study area, especially in undeveloped areas on the north side of the corridor.

4d: Implementation Framework

This framework will identify priorities, timelines, and strategies to assist the County and City in making decisions about the timing and location of development and capital improvements in each subarea, ensuring sustainable and incremental growth that "pays its own way." The *Capital Improvements Timeline* will include conceptual cost estimates for the improvements, and prioritizing projects based on short-term (0-5 years), mid-term (5-10 years), and long-term (10-20 years). This framework will include an audit of the *Land Development Code and County Land Use Resolution*, setting the stage for implementable design guidelines for the study areas.

Phase Two – Three-Mile Plan

Since 1987, Colorado's annexation law has limited municipal annexations to no more than three miles beyond the current municipal boundary in any given year. As with all municipalities in Colorado, Gunnison must prepare and adopt a three-mile plan before annexing property into their territorial boundaries. We understand that the North Gateway Area and the Highway 50 Corridor from City limits to County Road 18 are the primary priority annexation areas where the City wishes to grow over the long term.

Step 5: Draft Three-Mile Plan and Adoption

This step will entail review and discussion of the Draft Master Plan and Conceptual Models, and preparation of an update to the Three-Mile Plan, incorporating feedback and discussions presented throughout previous steps in the planning process.

5a: County and City Staff Review and Discussion

County and City staff and the Project Team will review the draft *Master Plan*, including the Detailed Conceptual Models. The review process may include one round of revisions before distribution to the Joint Boards and Commissions. This meeting will be a conference call/web meeting with County and City staff.

5b: Joint Working Session – Board of County Commissioners, City Council, and County and City Planning Commissions

A joint web meeting with the Board of County Commissioners, City Council, and County and City Planning Commissions will be conducted to review and discuss the draft *Master Plan*. Appropriate revisions will be made based on discussion, feedback, and direction given.

5c: Draft Three-Mile Plan

It is anticipated that this document will update the 2003 Three-Mile Plan, incorporating guidance from the Gunnison 2030 Comprehensive Plan, and feedback received through the master planning process. This document would serve as the Intergovernmental Agreement for the three-mile planning area. The Three-Mile Plan will include:

- Map of the City and County
- Map of the Three-Mile Planning Area
- Priority Annexation areas within the three-mile boundary, including the North Gateway and Highway 50 Corridor Subarea boundaries
- Language establishing the intergovernmental agreement between the County and City

5d: Adoption of the Final Master Plan and the Three Mile Plan Update

Based on feedback from the previous Steps, the final *Master Plan and Three Mile Plan Update* will be presented for consideration and adoption by the County and City Planning Commissions and Board of County Commissioners via the required public hearing and adoption process. The final documents will be designed to be used both digitally and in paper form.

Phase Three – Land Use Resolution Updates

Phase three of the North Gateway and Highway 50 Corridor Subareas and Three-Mile Plan project will involve amendments to the County Land Use Resolution to ensure alignment with the final Master Plan and Three Mile Plan Update. This Phase will begin after the adoption of the final Master Plan and Three Mile Plan Update.

Step 6: Project Initiation – Transition from Planning to Zoning

To “kick off” the process on the right foot, meetings will be conducted with key staff, elected and appointed officials, and impacted property owners.

6a: Staff Kick-Off Meeting

We will host a web meeting with Staff as we transition from finalizing the Master Plan and Three Mile Plan Update and drafting the Land Use Resolution amendments. The purpose of the meeting will be to 1) discuss project goals, timeline, and key deliverables; 2) identify key issues and discuss recent property dynamics; and 3) clarify any outstanding matters. Regular and “as-needed” conference calls and/or web meetings with Staff will be held throughout the project to ensure a consistent communication process.

6b: Elected and Appointed Officials Roundtable

This in-person meeting will allow elected and appointed officials to communicate and discuss their concerns and priorities for the North Gateway and Highway 50 Corridor subareas at the beginning of the update process.

6c: Impacted Property Owner Interviews (up to 8)

Interviews with key impacted property owners will allow us to obtain first-hand insight into the challenges facing the subareas. Building off the successful outreach efforts conducted during the Master Plan and Three Mile Plan Update we recommend conducting confidential interviews to obtain additional information regarding local issues and potentials. We will work with County staff to identify up to eight individuals and groups to be interviewed.

Step 7: Draft Updates

An audit of the County Land Use Resolution will be conducted during Step 4d: Implementation Framework. Based on the results of that audit, a Special Area designation for the North Gateway and Highway 50 Corridor subareas may be recommended. If so, Step 7: Option 1 is the recommended scope of work for implementation.

Alternatively, the audit may identify only that only minor updates to existing language in the Land Use Resolution are necessary. If so, Step 7: Option 2 is the recommended scope of work for implementation.

Option 1: Draft Special Area Standards

We will develop draft special area standards based on the feedback received during previous steps. Draft standards will be delivered to staff iteratively, in up to three stages. Up to three virtual working sessions with staff will be held to gain feedback and refine standards before the full draft is developed as a part of the next step. The draft special area standards will be provided to the County's attorney for final legal review. Tables, graphics, diagrams, illustrations, and other visualizations will be developed to support and communicate the proposed standards.

- 7a: Establishment of Subdistricts
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Will develop targeted and focused amendments to existing language in the Land Use Resolution based on the feedback received during previous steps. Draft amendments will be delivered to staff in a memo. Up to three working sessions with staff will be held to gain feedback and refine amendments before the final amendments memo is developed as a part of the next step. The draft amendments will be provided to the County's attorney for final legal review. Tables, graphics, diagrams, illustrations, and other visualizations will be developed as needed to support and communicate proposed amendments.

Step 8: Final Updates and Adoption

Based on feedback from the previous Step, we will prepare the final Special Area standards document or Minor LUR Amendments memo for public review and consideration.

8a: Elected and Appointed Officials Presentation

During this in-person meeting, we will present the final Special Area standards document or Minor LUR Amendments memo to elected and appointed officials to receive their feedback.

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During this in-person meeting, we will present the final Special Area standards document or Minor LUR Amendments memo to the impacted property owners interviewed as a part of Step 6c to receive their feedback.

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A public open house is recommended if Option 1: Draft Special Area Standards is the preferred/recommended approach. During the in-person public open house, we will present the final Special Area standards to the public to receive their feedback.

8d: Final Document/Memo and Adoption

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Updated Project Fee Structure

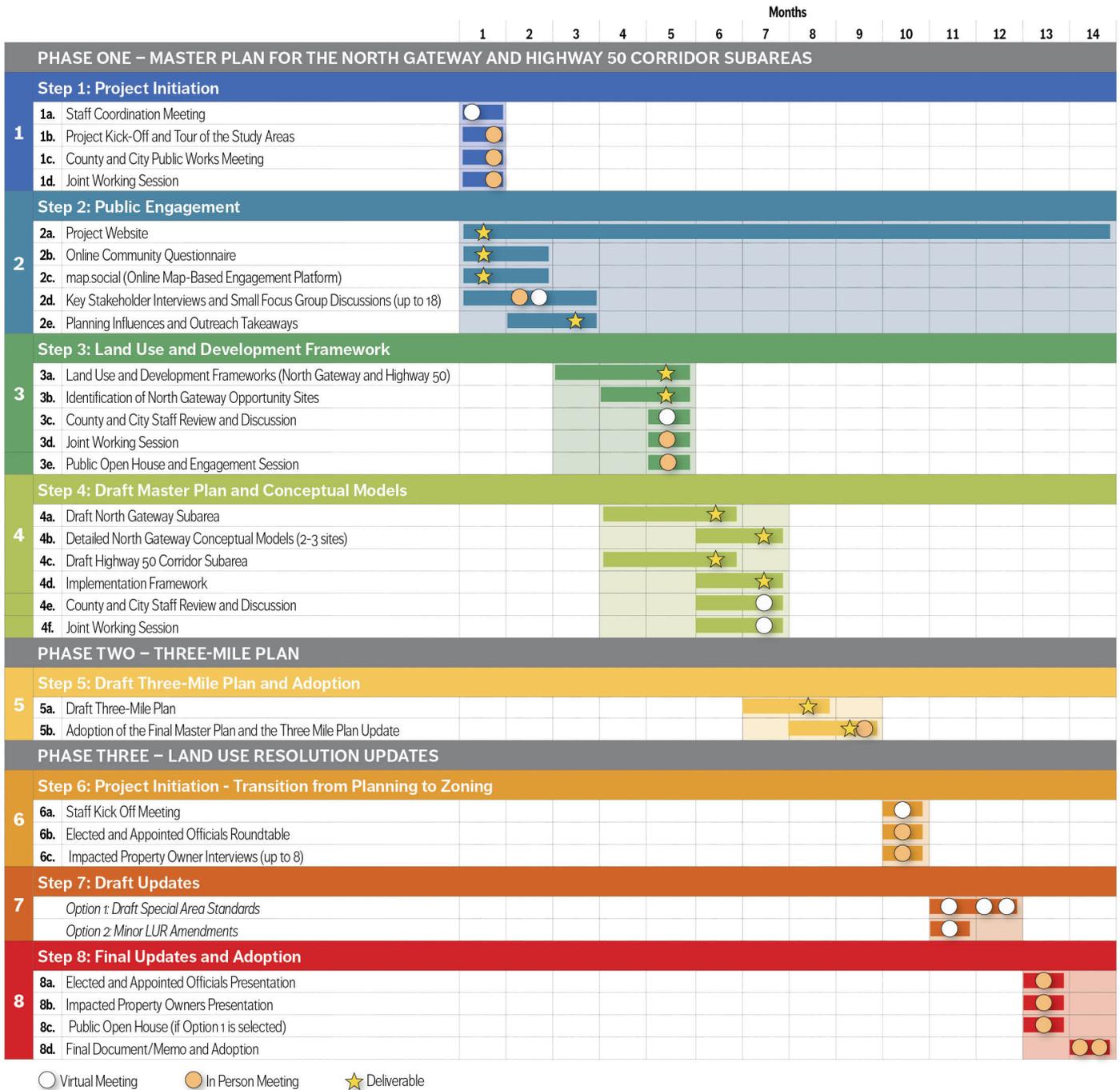
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NOTE:

- **Phase Three with Option 1** – To complete the Land Use Resolution Updates, including Step 7, Option 1, and Step 8, Open House, we propose a not to exceed project budget of \$38,530 inclusive of all professional fees and direct expenses.
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Preliminary Project Schedule

The project schedule below provides an overall framework to complete the proposed project approach. Should the County favor our basic approach, we will work with staff to refine the process and anticipated project schedule in a manner that is most advantageous to the project.



○ Virtual Meeting ● In Person Meeting ★ Deliverable

Gunnison County, Colorado

North Gateway Subarea Master Plan

Proposal

February 11, 2022





Cathie Pagano
 Director of Community and Economic Development
 Gunnison County
 221 N Wisconsin St. Suite D
 Gunnison, CO 81230

Dear Ms. Pagano,

Houseal Lavigne is excited to submit our proposal for a Subarea Master Plan for the North Gateway area, as well as optional add alternates for the Highway 50 Corridor growth area and for an update to the Three-Mile Plan. We acknowledge we have read and understood the requirements of the RFP. Our firm is uniquely qualified to undertake this assignment, bringing insight, expertise, and understanding gained from working throughout Colorado and across the United States. Our team of professionals provides the skills necessary to create a responsive and visionary Subarea Master Plan that meets the needs of the Gunnison community and the requirements of the state of Colorado.

Houseal Lavigne is an award-winning, innovation-based consulting firm. Founded in 2004, Houseal Lavigne has distinguished itself as an industry leader in planning innovation and technology utilization and is recognized nationally for its plans, ordinances, outreach, and graphics. Since our inception, Houseal Lavigne has worked with more than 400 communities across the country and developed over 450 plans.

We have won multiple APA awards in several states for our plans, including the 2021 Colorado APA Award for the Gunnison 2030 Comprehensive Plan, and the 2019 Colorado APA Award for the Aurora Places Comprehensive Plan. Our innovation in planning was also recently recognized by the APA Technology Division's 2020 Smart Cities Award, and by Esri's 2020 Special Achievement in GIS Award. Our extensive Colorado experience includes previous and ongoing planning assignments, such as Windsor, Aurora, El Paso County, Cañon City, Frederick, Grand Junction, Fort Lupton, and Commerce City, providing our firm with the background to navigate regional- and state-specific planning considerations.

We know Gunnison. In December 2020, Houseal Lavigne completed the City of Gunnison's award-winning comprehensive plan, giving our team a strong understanding of Gunnison County and its largest municipality. The Gunnison community's ambition for forward-thinking planning solutions typifies what inspires us most as a planning firm, as both Gunnison County and the City of Gunnison face growth pressures along State Route 135. Our team will come to the project already familiar with many of the specific issues and influences facing the County and City, such as the Three-Mile Plan and the agreements and annexation policies that guide growth while preserving valuable ranch areas and natural open spaces.

For this assignment, we are joined by **JR Engineering**, a full-service engineering consulting firm with expertise in transportation and infrastructure planning. JR Engineering comes prepared with relevant local experience, having worked with us closely on the Gunnison 2030 Comprehensive Plan and several other Colorado planning assignments.

For this Subarea Master Plan assignment, **Josh Koonce** will be the Project Manager, serving as the primary contact and managing staff and deliverables for the duration of the project, including coordination with the subconsultants. **Nik Davis** will serve as the Principal-in-Charge and will provide oversight on all aspects of this assignment. **Trisha Parks** will be the lead planner for the duration of the project, and **Eli Farney** will be the project manager for the JR Engineering subconsultant team. In addition to project leadership, we have included resumes for key staff on the following pages highlighting our team's specific knowledge and experience completing similar planning assignments.

We appreciate the opportunity to be considered for this important project and look forward to the prospect of working with you and the entire Gunnison community on the development of the Subarea Master Plan for the North Gateway. If you have any questions regarding this submittal, please do not hesitate to contact me.

Sincerely,

Nik Davis AICP
 Principal
 Houseal Lavigne
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 Chicago, IL 60601
 (312) 372-1008 ext. 119
 ndavis@hlplanning.com

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SECTION 1

TEAM OVERVIEW

Team Overview

Our project team for the Gunnison County North Gateway Subarea Master Plan assignment is made up of a team of professionals with specialized expertise in all areas of comprehensive planning, zoning, downtown and corridor planning, neighborhood and special area planning, economic development and market analysis, community outreach and engagement, and implementation. Our project team has been assembled to provide Gunnison County with a responsive, effective, creative, and specifically unique Subarea Master Plan.

For the Gunnison County North Gateway Subarea Master Plan assignment we are joined by JR Engineering, a full-service engineering and transportation consulting firm.



Houseal Lavigne is an award-winning consulting firm specializing in all areas of community planning, urban design, and economic development. We have expertise and experience with assignments of all scales, including regional, city-wide, subarea, district, and site-specific planning and design. We strive for a true collaboration of disciplines and talents, infusing all our projects with creativity, realism, and insight.



JR Engineering offers clients a full range of comprehensive transportation and civil engineering, traffic planning, structural engineering, and planning and landscape architecture. Within the last 10 years, JR Engineering's Transportation Group has designed over 40 miles of municipal and county roadways with associated storm drainage systems, bridges, and over 100 intersections. Recent clients include the City of Colorado Springs, PPRTA, City of Thornton, City of Greenwood Village, City of Northglenn, and the City of Westminster. JR Engineering is also honored to have a trusted relationship with the City of Commerce City. Additional projects on which JR Engineering has collaborated with the City include Traffic Signals along East 104th Avenue, East 104th Avenue Improvements, Joliet and Havana Street Improvements, Eagle Pointe Recreation Center Parking Lot, Pavement Rehabilitation in Derby Area, and the Reunion Development Transportation Plan.

Firm Information

Locations

188 West Randolph Street
Suite 200
Chicago, IL 60601

680 E. Colorado Boulevard
Suite 180
Pasadena, CA 91101

Firm Size

15+ Employees

Organization Type

Limited Liability Company



Lead Consultant

Houseal Lavigne

Houseal Lavigne is an innovation-based urban planning and design firm. We pride ourselves on creativity, collaboration, and delivery of quality. Our team approach is built on strong relationships, the exchange of ideas, and a commitment to the integration of technology. Our priorities are to do good, have fun, work hard, and provide responsive, visionary, and viable solutions to our clients and partners.

OVER THE LAST 15 YEARS, WE HAVE WORKED ON MORE THAN **450 PLANS** ACROSS MORE THAN **400 COMMUNITIES NATIONWIDE**. WE HAVE DIRECTED...



OUR **NATIONAL EXPERIENCE** INCLUDES PLANNING, DESIGN, ECONOMIC, AND ZONING ASSIGNMENTS IN...



SERVICES

- Comprehensive Planning
- Neighborhood & Subarea Planning
- Zoning/Regulatory Controls
- Downtown Planning
- Transit-Oriented Development
- Corridor Planning
- Design Guidelines
- Land Planning & Site Design
- Park, Recreation & Trail Master Planning
- Market & Demographic Analysis
- Fiscal/Economic Impact Analysis
- Development Services
- Retainer Services



GIS & GEOSPATIAL TECHNOLOGY

GIS and Geospatial technologies are an integral part of all our services areas, including Comprehensive Planning, Land Planning & Site Design, Visualization, and Community Engagement efforts. Houseal Lavigne Associates (HLA) is an Esri Silver Business Partner and has been designated with the ArcGIS Online Specialty and Release Ready Certifications that recognizes our expertise in the implementation and utilization of the ArcGIS Platform.

HLA is one of a select few Urban Planning firms in the United States that have been awarded the ArcGIS Urban Specialty Designation further exemplifying our commitment to being on the forefront of GIS technology for urban planning.



North Gateway Subarea Master Plan | Gunnison County, Colorado
Prepared by Houseal Lavigne

FOUNDING PRINCIPLES

Houseal Lavigne began with a set of founding principles that still guide every project we undertake. By continually honoring these principles, we have reliably and repeatedly served our clients, established trust and strong professional relationships, and produced results that exceed expectations, and developed plans that have served as points of pride for communities. By adhering to our founding principles, we have emerged as one of the most respected, trusted, innovative, and effective firms in the industry. Our founding principles are:

Better Community Outreach. We believe strongly in fostering a sense of “community stewardship” by using an inclusive approach to stakeholder engagement as a foundation for all our projects.

Commitment to Creativity. We believe vision and creativity are among the most important components of good planning and design, and we pledge to provide fresh, responsive, and intriguing ideas for local consideration.

Graphic Communication. We believe all planning processes and documents should utilize a highly illustrative and graphic approach to better communicate planning and development concepts in a user friendly, easy to understand, and attractive manner.

Technology Integration. We believe the integration of emerging technologies should be used to improve the planning process and product - improving public engagement and involvement, fostering evidence-based decision-making, and producing more effective documents and recommendations.

Client Satisfaction. We believe meeting the needs of our clients is a top priority and we strive to achieve it by developing and maintaining strong professional relationships, being responsive to clients’ concerns and aspirations, and always aiming to exceed expectations.

AWARD-WINNING PLANNING

As a testament to our firm’s overall approach and project methodologies, Houseal Lavigne has frequently been recognized across the country by our peers and honored with awards and special recognition. Houseal Lavigne has received multiple awards for “Best Plan” from several state chapters of the American Planning Association (APA) in categories including comprehensive plan, strategic plan, community outreach, innovation, healthy communities, and best tool or practice. In addition, Houseal Lavigne was awarded the APA’s 2014 National Planning Excellence Award for an Emerging Planning and Design Firm. Upon receiving the award, the APA recognized our innovative planning approach, targeted implementation strategies, creative and effective outreach, integration of emergent technologies, industry-leading graphic communication, and noted our firm’s overall influence on the planning profession across the United States.

Very recently, in April of 2020, Houseal Lavigne’s work with the Town of Morrisville received two awards for the use of technology as part of the Land Use Plan and Town Center 3D Scenarios Visualization. This includes the American Planning Association – Technology Division’s Smart Cities Award and Esri’s Special Achievement in GIS Award. Both awards recognized the innovative use of tools and software including CityEngine and Unreal Engine to visualize and analyze different land use scenarios for Morrisville’s Town Center.

AWARDS

2021

Special Achievement in GIS Award:
Glen Ellyn 3D Immersive Model

CO APA General Planning Award:
Gunnison Comprehensive Plan

2020

Smart Cities Award, American Planning Association, Technology Division: **Land Use Plan/Town Center, Morrisville, NC**

Special Achievement in GIS Award (Esri): **Land Use Plan/Town Center Morrisville, NC**

2019

CO APA General Planning Award: **Aurora Places Comprehensive Plan**

2018

IL APA Healthy Active Community Award: **Healthy Chicago 2.0**

ESRI Special Achievement in GIS Award: **Oshkosh Corporation World Headquarters / Lakeshore Redevelopment**

VA APA - Commonwealth Plan of the Year Award: **Bristol Comprehensive Plan**

2017

IL APA - Outreach Award: **Envision Oak Park Comprehensive Plan**

2015

MI APA - Daniel Burnham Award (Best Plan): **Imagine Flint Master Plan**

2014

APA National Planning Excellence Award for an Emerging Planning & Design Firm

MI APA - Planning Excellence Award for Public Outreach: **Imagine Flint Master Plan**

IA APA - Daniel Burnham Award (Best Plan): **Coralville Community Plan**

2013

Kane County Plan of the Year Award: **City of St. Charles Comprehensive Plan**



Real-time scenario comparison via Unreal Engine for Morrisville, NC Town Center Plan.

GEODESIGN

Houseal Lavigne is a recognized leader in the emerging field of Geodesign. Our team approach is built on strong relationships, the exchange of ideas, and a commitment to the integration of technology. Our priorities are to do good, have fun, work hard, and provide responsive, visionary, and viable solutions to our clients and partners. Our comprehensive workflow leverages a number of different tools and software.

ArcGIS

ArcMap, ArcGIS Pro, and ArcGIS Online power our mapping and detailed geospatial analysis.

ArcGIS Urban & 3D Basemaps

We can help deploy ArcGIS Urban to deliver an immersive 3D experience that can orchestrate public and private investment, zoning, planning, and development. Don't have a 3D basemap? Not a problem. We can help you with that as well.

Business Analyst

Utilized by our team to understand an area's demographics and market potential to inform visionary, yet viable, plan recommendations.

Insights for ArcGIS

A data analytics workbench where we quickly visualize and analyze our GIS data using maps, charts, and tables.

SketchUp

From simple to detailed and cartoon to photorealistic, SketchUp is the backbone of our 3d illustrations.

CityEngine

Where we develop and share smart 3d models of cities, downtowns, corridors, and development opportunity sites.

Unreal Engine

The gaming engine we use to render complex 3d scenes in real-time and view online or using VR hardware.

Story Maps

Provides us the platform to create truly interactive and engaging digital plans and reports.

map.social

Our innovative map-based outreach platform is revolutionizing community engagement.

Drone2Map

Allows us to create orthomosaics, 3d meshes, and point clouds from drone-captured imagery.



Partnership with ESRI
Houseal Lavigne is an Esri Business Partner, giving our team access to a variety of cutting-edge technologies and programs. This relationship has allowed our firm to explore how technology can support a data-driven and visually compelling approach to planning. Further, it has given Houseal Lavigne the opportunity to work with Esri in shaping best practices and defining how their services can be better integrated within the planning profession.

InDesign

Where we bring together maps, photos, and other digital assets and make our beautiful plans.

Illustrator

Infographics, vignettes, diagrams, and final touches to our maps are done in Illustrator.

Photoshop

Renderings, photo-real simulations, and post-production modifications to images, 3d models, and other graphics for our final plans.



VISUALIZATION & IMMERSIVE 3D ENVIRONMENTS

Houseal Lavigne is nationally recognized for our visualizations and immersive 3D environments. We have successfully integrated procedural modeling softwares such as CityEngine, Unreal Engine, and 3D GIS to model alternative growth patterns, development scenarios, and even interactive first person video game style environments that clients can navigate and explore using a standard game controller. These environments help communities make tough decisions about density and height regulations and desired development alternatives. Our work with the Town of Morrisville earned us the National APA Smart Cities 2020 Award as well as a Special Achievement in GIS 2020 Award.



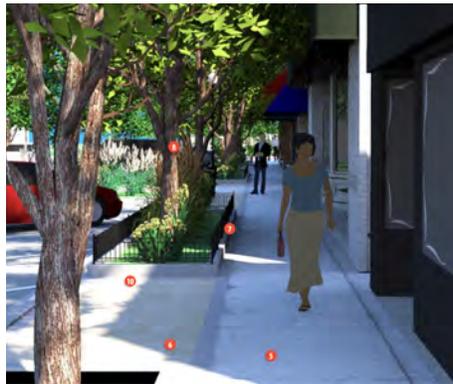
Morrisville, NC
Land Use Plan & Town Center 3D Scenarios Visualizations



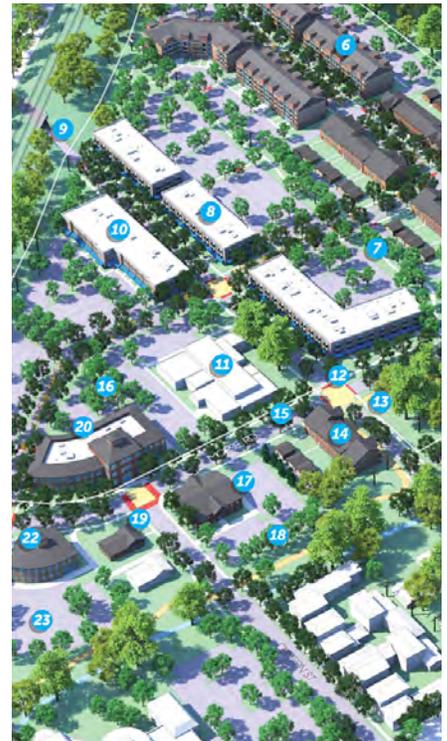
Village of Richton Park, IL
Metra Visualization



City of Monmouth, IL
Downtown Improvements



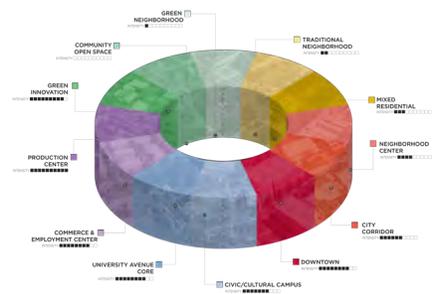
Village of Huntley, IL
Downtown Streetscape Plan



City of Hudson, OH
Downtown Phase II



City of Elmhurst, IL
North York Street Corridor Plan



City of Flint, MI
Imagine Flint



Oshkosh, WI
Sawdust District Redevelopment Plan



Subconsultant

JR Engineering

ORGANIZATION BACKGROUND

About our Company and History

JR Engineering, LLC, founded in 1973, is a privately held, Colorado-based civil engineering and surveying consulting firm. JR Engineering's Executive Leadership team consists of Aaron Clutter, PE, who serves as President and Vice-President Kurtis Williams, PE, LEED® AP. Today, JR Engineering offers a variety of public and private clients a full range of comprehensive, multidisciplinary design services. We have the resources to manage your project from concept and planning to final design, through complete construction – on schedule, within budget, and without compromise. Areas of design expertise include planning and civil engineering, design-build, transportation and water resources engineering, construction management services, and surveying. Our staff of experienced engineers, surveyors, planners, and support personnel enables us to respond quickly to demanding assignments, project schedules, and changing project scopes. Our managers leverage their extensive knowledge and experience with regional municipalities, agencies, and jurisdictions to lead, expedite and respond to the unique needs of our clients and their respective projects. Please visit us at www.jrengineering.com

About our Staff

JR's engineers are highly skilled in providing municipal engineering and construction management services throughout the Colorado Front Range. Our experienced management team includes past State, City, and County Engineers, City Traffic Engineers, and Public Works Directors, with decades of practical experience working for public agencies throughout the Rocky Mountain Region.

JR's staff includes 20 Designers with their EIT certification, 18 Land Development Professional Engineers, 3 licensed Professional Land Surveyors (PLS), and 15 field and office Surveyors, 5 licensed transportation Professional Engineers, 5 Water Resources Engineers, 5 Construction Management Engineers, and 12 Project/Client Managers. Also included on our staff are numerous Professional Support personnel, 1 certified Professional Traffic Operations Engineer (PTOE), 2 Certified Floodplain Managers (CFM), and 2 LEED® Accredited Professionals (LEED AP).

How can JR best serve the County?

Our primary focus in the public sector is at the local level, working with cities, counties, and districts on projects very similar in scope to those anticipated for this project. JR is committed to providing Gunnison County with our client-focused approach, with immediate availability, expert resources, and a team of sub-consultants to handle all of your project needs. JR will work in coordination with Houseal Lavigne and County and City staff to ensure that all project goals, deadlines, and project budgets are achieved.

WORK LOCATION

Firm's Location

JR's main office is located in Centennial, Colorado at I-25 and Dry Creek. JR has three additional offices in Fort Collins, Colorado Springs, and Genesee, all in Colorado. JR's Client Manager, Mr. Eli Farney, is located in the Centennial office and is currently working on projects throughout Colorado. Work is performed by team members in all offices, concurrently, using state-of-the-art work-sharing methods combined with our exceptional communication standards.

STATEMENT OF QUALIFICATIONS

Transportation

JR Engineering's Transportation Group primarily focuses on municipal, county, and metropolitan district transportation projects. We offer a full range of transportation services to assist our clients in new and reconstructed roadway and drainage projects, intersection projects, traffic engineering, traffic signal design, safety improvement projects, pedestrian and bicycle facilities, trail design, and transportation planning. We also have an expert team when it comes to ADA, PROWAG, and MUTCD requirements.

Transportation Services

Our team of experienced design engineers is led by a management team comprised of past state, city, county, city traffic engineers, and public works directors, with decades of practical experience working for public agencies throughout the Rocky Mountain Region.

We develop an understanding of our client's true needs, goals, and critical success factors. We then combine our design skills with our project experience to provide a full complement of engineering services and lead your project from conception to completion – on schedule, within budget, and without compromise.

Municipal Roadway Experience

JR's Transportation Group has a strong focus on county and municipal roadway and intersection projects, and we have the experience and knowledge required to lead these types of projects. Recent clients include the City of Colorado Springs, City of Gunnison, Town of Dillon, City of Manitou Springs, and City of Pueblo. Many of these roadway projects have involved CDOT funding and required us to follow CDOT Local Agency procedures, including the CDOT Right-of-Way plan format, CDOT utility, and environmental clearance requirements.

40 miles of road in 10 years...

Within the last 10 years, JR's Transportation Group has designed over 40 miles of municipal and county roadways with associated storm drainage systems, and over 100 intersections. These projects have ranged from small \$50,000 intersection improvement projects to large arterial roadways, such as our recent \$80 million 104th Avenue Corridor Improvement project for the City of Commerce City, CO.

Water Resources

JR's Water Resource engineers specialize in developing innovative, practical, and cost-effective solutions to a wide variety of stormwater and utility-related projects while working side-by-side with our roadway engineers. In combination with our roadway projects, our drainage engineers have designed over 30 miles of storm sewer systems in the last 10 years. These storm systems range from 18 to 84 inches to major box culvert outfall systems. Our managers make certain that our client's issues are understood and each issue is addressed while meeting schedule and budgetary goals.

Construction Management

JR's Construction Management Group makes JR a fully-integrated firm capable of handling all of your project needs. Our in-house team of construction personnel, engineers, and surveyors utilize more than just the standard approach including design/build, district engineering, and program management.

Land Surveying

JR's Land Surveying Group has been a cornerstone of our business since its inception in 1973. We take great pride in the reputation we have earned for delivering the highest level of quality and efficiency while maintaining the flexibility required to provide custom service. JR's surveyors are adept at working as value-added members of multi-discipline teams.

SECTION 2

QUALIFICATIONS

Project Team

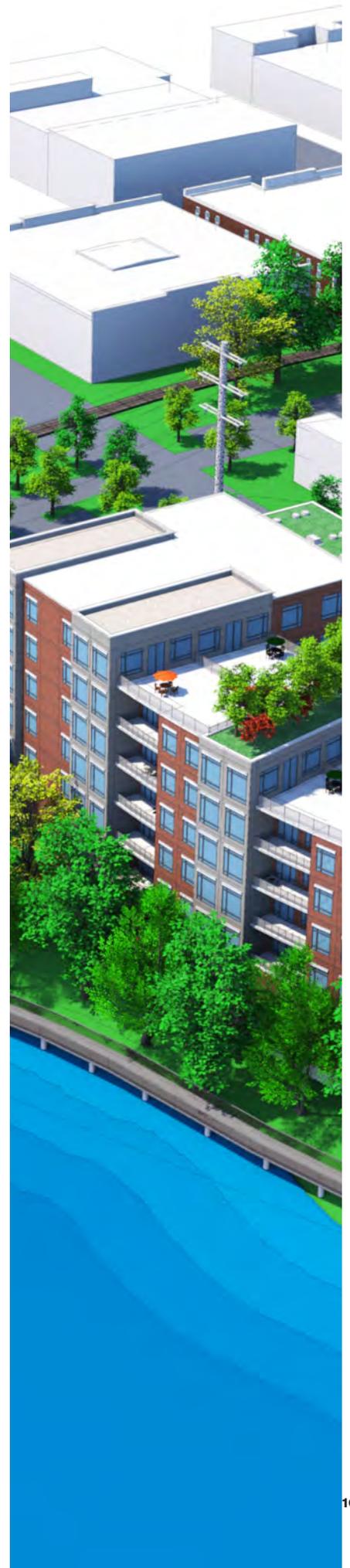
Planning consultants play a key role in offering a fresh, outside perspective and knowledge of cutting-edge best practices from throughout the country, however there will be no substitute for the on-the-ground knowledge of County staff in creating meaningful and impactful recommendations. With that in mind, Houseal Lavigne strives to develop strong relationships with our clients and to be considered an extension of staff. Our team will coordinate with staff throughout the process to ensure that the final product reflects this spirit of collaboration.

Houseal Lavigne will be joined by **JR Engineering**, who will be responsible for transportation and infrastructure related elements of the Master Plan.

Project Management

For the North Gateway Subarea Master Plan assignment, **Nik Davis** will provide Principal Oversight to ensure the project has the resources, support, and guidance needed to ensure success. Serving as Project Manager will be **Josh Koonce**, who will be handling the day-to-day management of the project including deliverables and coordination with subconsultants and staff.

Organizational Chart





Nik Davis AICP Principal

Nik is a Principal at Houseal Lavigne, bringing with him over 15 years of professional design and planning experience. He manages much of the firm's versatile studio work, as well as hones skill specializations in urban design, planning, geodesign, landscape architecture, site plan development, streetscape design, and Euclidean and form-based development regulations. Nik provides the connection between the plan making process and document creation, focusing on concept and site design, visualizations, document layout, and urban-form 3D modeling, using a breadth of drafting techniques and software tools.

Nik received his Bachelor's degree in Landscape Architecture from Purdue University. Prior to joining Houseal Lavigne, Nik worked for consulting firms specializing in development planning, urban design, streetscape design, zoning, and landscape architecture, where he was awarded recognition in sustainability and environmental stewardship by the Illinois Chapter of ASLA.

Nik enjoys the challenge of ensuring that plan recommendations and zoning ordinances correlate to what gets built, and therefore works to ensure that community goals and urban design expectations are grounded in reality and site-based limitations. He approaches his role as a problem solver, acting to understand how a community's local history and current challenges can be improved through technical tools, such as design guidelines, zoning codes, and development regulations. Through projects like Traverse City, Michigan's corridor master planning project and Baltimore, Maryland's zoning code revision, Nik was able to create graphics and documents that navigate the reader from public input and problem identification, to goal setting and recommended action, in a way that is elevated by high-quality illustrations and document layout.

Project Experience

Comprehensive Plans

- Aurora, CO
- Bentonville, AR
- Bristol, TN
- Cape Cod, MA
- Cary, IL
- Centerton, AR
- Council Bluffs, IA
- Crete, IL
- Eden Prairie, MN
- Elgin, IL
- Flint, MI
- Fort Dodge, IA
- Frederick, CO
- Galesburg, IL
- Glen Ellyn, IL
- Hawthorn Woods, IL
- Hudson, OH
- Jackson, TN
- Lynwood, IL
- Maywood, IL
- Muskogee, OK
- New Buffalo, MI
- Oak Park, IL
- Pleasant Hill, IA
- Richton Park, IL
- Sioux City, IA
- St. Charles, IL
- St. Cloud, MN
- Westmont, IL
- Windsor, CO

Corridor Plans

- Bentonville, AR
- Des Plaines, IL*
- Elmhurst, IL
- Island Lake, IL
- Homer Glen, IL
- Kenilworth, IL
- New Lenox, IL
- Park Ridge, IL*
- Peoria Heights, IL
- Portage, IN
- Rolling Meadows, IL
- Traverse City, MI

Downtown/TOD Plans

- Carbondale, IL
- Carson City, NV
- Elmhurst, IL
- Fort Dodge, IA
- Geneva, IL
- Hudson, OH
- Lawrence, KS
- Lisle, IL
- Rolling Meadows, IL

Streetscape Designs

- Bradley, IL - Broadway Street
- Chicago, IL - 87th & Stony, Lake Street, Uptown-Broadway Avenue, Auburn Gresham-79th Street
- Elmhurst, IL - North York
- Glen Ellyn, IL
- Huntley, IL
- New Buffalo, MI
- Richton Park, IL

Design Guidelines & Standards

- Chicago, IL - Archer & Halsted
- Council Bluffs, IA
- Elmhurst, IL
- Fort Dodge, IA*
- Mundelein, IL
- Pace TOD Guidelines
- Portage, IN
- Richton Park, IL*
- Traverse City, MI

Zoning/Form-Based Codes

- Baltimore, MD*
- Bentonville, AR
- Buffalo, NY*
- Cleveland Heights, OH*
- Council Bluffs, IA*
- Dunwoody, GA
- Flint, MI
- Muskogee, OK

Design Development & Concept Designs

- Bensenville, IL
- Chicago, IL
- Crystal Lake, IL
- Deerfield, IL*
- Lincolnwood, IL
- Mokena, IL*
- New Lenox, IL
- Richton Park
- St. Cloud, MN

*Work conducted in other firms

Education

Bachelor of Science in Landscape Architecture,
Purdue University

Memberships

American Planning Association (APA)
Illinois American Society of Landscape
Architecture (IL-ASLA)

Certifications

American Institute of Certified Planners (AICP)

ASLA Positions

IL-ASLA Allied Professionals Liaison
IL-ASLA Legacy Project Co-Chair
Past IL-ASLA Public Awareness Chair
Past IL-ASLA External
Communications Officer

APA-IL Positions

Co-Chair for the Marketing Committee

Presentations

2015 National APA Planning Conference:
New Tools for Zoning &
Development Visualization
2013 National APA Planning Conference:
Putting Zoning on the Map
2012 APA-CMS:
Integrating Sustainability
Into Development Regulations
2011 APA-IL State Conference

Awards

2020 ESRI Special Achievement in GIS Award:
Morrisville Land Use Plan/
Town Center Immersive Experience
2020 APA Smart Cities Award:
Morrisville Land Use Plan
2019 APA-CO General Planning Award:
Aurora Places Comprehensive Plan
2018 APA-VA Plan of the Year:
Bristol Virginia Comprehensive Plan
2018 Special Achievement in GIS Award:
Oshkosh Lakeshore Development
2016 APA-MN Innovation Award:
St. Cloud Comprehensive Plan
2014 APA-MI Public Outreach Award:
Imagine Flint Master Plan
2009 IL-ASLA Honor Award for
Environmental Stewardship:
Winnebago County 2030 Land
Resource Management Plan



Joshua Koonce AICP

Project Manager

Josh is a Project Manager with Houseal Lavigne who brings more than eight years of experience in the areas of zoning, mapping, historic preservation, community development, and bicycle planning. His approach to any assignment is anchored by data-driven plan communication, a people-oriented approach to transportation, and the integration of technology and visuals in the planning process.

Before joining Houseal Lavigne, Josh worked as the sole staff planner and zoning coordinator for the Village of Maywood, a suburban Chicago community of 23,000 residents. In that capacity, he served as the staff liaison for the environmental beautification committee, the historic preservation commission, and the plan commission/zoning board. Josh interacted daily with Village officials, residents, developers, architects, and engineers, conducting zoning and development review for projects ranging from residential homeowner improvements to large mixed-use and industrial developments. Josh also handled all GIS mapmaking and data management tasks for the Community Development Department.

Josh adeptly engages and interfaces with a community and its committees, boards, and commissions. He brings a fresh, outside perspective coupled with an inside, practical understanding of municipal government structures. He has frequently acted as a liaison between these types of entities and local community development organizations and coalitions to connect, build relationships, and advocate and defend the vision of any given assignment.

An additional benefit of his experience is a thorough understanding of the research and procedures necessary to secure planning-related grant monies at the local level. As the planner for the Village of Maywood, Josh applied for and received over \$1 million in planning and engineering grant funds, which increased the capacity for implementation of planning initiatives within the community.

Josh is a certified planner with the American Institute of Certified Planners and an active APA member, enabling him to network with planning professionals and stay up-to-date with planning best practices. Going forward, Josh is interested in helping communities navigate and prepare for a variety of scenarios by finding creative and thoughtful ways to plan and benefit from local assets.

Project Experience

Comprehensive Plans

- Cañon City, CO
- Commerce City, CO
- Fort Wayne & Allen County, IN
- Grand Junction, CO
- Gunnison, CO
- Jenks, OK
- Peoria Heights, IL
- Opelika, AL
- Claremont, CA

Zoning Ordinances

- Cañon City, CO
- Jenks, OK
- Knightdale, NC
- Verona, WI

Downtown Plan

- St. Joseph, MI

Economic Development

- Brownsburg, IN Economic Development Strategic Plan

Corridor Plans

- Jefferson-Chalmers Mainstreet Master Plan, Detroit, MI

Misc. Studies

- MWRD Stormwater Master Plan

Subarea Plans

- Diamond Willow Property Master Plan, Sioux City, IA
- Grand Junction, CO
- Gunnison, CO
- Jenks, OK
- Oshkosh, WI, Sawdust District Master Plan
- Peoria Heights, IL

Development Services

- Flossmoor, IL

Grant Writing*

Secured and managed the following grant funds or grant-funded projects:

- IHDA abandoned properties grant funding
- Invest in Cook County funding for a major Village roadway project
- Local Technical Assistance funding for a Metra Station Area plan (RTA)
- Local Technical Assistance for updated zoning ordinance public facing guide (CMAP)
- MWRD Green Infrastructure Grant

*Work conducted in other firms



Trisha Parks AICP Planner II

Trisha is a Planner II with Houseal Lavigne and is instrumental in executing and evolving the firm's distinctive style and transformative 3D and GIS-based visualizations. Her primary area of expertise is visual communication through the development of illustrative maps, graphics, 3D visualizations, plan branding collateral, and plan document layouts.

Trisha received a Bachelor's degree in Architecture from the University of Illinois at Urbana-Champaign and a Master's degree in Urban Planning and Policy from the University of Illinois at Chicago, concentrating in spatial planning and urban design. While attending University, she was awarded the AICP Outstanding Student Award honoring her exceptional achievements in the study of planning. Prior to joining Houseal Lavigne, Trisha worked for the City of Highland Park. Throughout her time with the City, she worked on projects such as the Highland Park Downtown Design Guidelines and the Cultural Arts Master Plan.

Across a wide breadth of scales, Trisha brings specialization in all planning and design platforms, including but not limited to ArcGIS, ArcGIS Pro, Adobe, SketchUp, and CityEngine, to forge the connection between the planning process and the final deliverable. Her ability to design engaging and easy-to-understand graphics and collateral greatly assist the firm throughout the planning and outreach processes. Though she largely concentrates on the graphic representation of planning policies, she is interested in all aspects of the planning process.

Education

Masters of Urban Planning and Policy
with a Certificate in Geospatial
Analysis & Visualization
University of Illinois at Chicago

Bachelor of Science in Architecture,
University of Illinois at Champaign-Urbana

Memberships

American Planning Association (APA)

IL GIS Association

Certifications

American Institute of Certified Planners (AICP)

ArcGIS Desktop Associate,
Issued by Esri

ArcGIS Desktop Professional,
Issued by Esri

Presentations

Wisconsin Land Information Association:
Persuading Citizens & Corporations
with Visualization

Awards

2018 Special Achievement in GIS Award,
Oshkosh Lakeshore Development

Project Experience

Comprehensive Plans

- Aurora, CO
- Ardmore, OK
- Battle Creek, MI
- Bentonville, AR
- Brentwood, MO
- Brownsburg, IN
- Cañon City, CO
- Cape Cod, MA
- Channahon, IL
- Eden Prairie, MN
- El Paso County, CO
- Fayette County, WV
- Fort Lupton, CO
- Downers Grove, IL
- Galesburg, IL
- Glen Ellyn, IL
- Grand Junction, CO
- Gunnison, CO
- Jenks, OK
- Lake Barrington, IL
- Marion, IA
- Minooka, IL
- Morrisville, NC
- Northfield, IL
- Oak Creek, WI
- Opelika, AL
- Peoria Heights, IL
- River Forest, IL
- Schaumburg, IL
- Sioux City, IA
- Summerville, SC
- Westmoreland County, PA
- Wyoming, MI

Plan Branding

- Aurora, CO
- Cañon City, CO
- Brentwood, MO
- Fort Lupton, CO
- Fort Wayne, IN
- Jenks, OK
- New Buffalo, MI
- Westmoreland County, PA

Downtown Plans

- Lisle, IL
- Oshkosh, WI
- Springfield, MO
- St. Joseph, MI

Site Development Visualizations

- Ames, IA
- Battle Creek, MI
- Bentonville, AR
- Diamond Willow Property, Sioux City, IA
- Elmhurst, IL
- Fort Lupton, CO
- Frederick, CO
- Hastings, MN
- Oshkosh, WI
- Peoria Heights, IL
- St. Cloud, MN
- Norwegian American Hospital Health District Master Plan

Subarea Plans

- Huntley, IL
- Elmhurst, IL
- Peoria Heights, IL
- Oshkosh, WI

Corridor Plans

- Ames, IA
- Bradley, IL
- Hastings, MN
- Oak Brook, IL
- Oshkosh, IL

Zoning Ordinances

- Bentonville, AR
- Bloomington, IL
- Cary, IL
- Marion, IA
- Roscoe, IL
- Sunset Hills, MO

Parks & Recreation Plans

- Bensenville, IL
- Fort Lupton, CO
- St. Cloud, MN



Mika Schweizer

Planner II

Mika Schweizer is a Planner II at Houseal Lavigne who is committed to creating action-oriented, long-term plans that are responsive to each community's unique needs and aspirations. Her areas of focus include community outreach and synthesis, GIS data analysis and visualization, and the development of user-friendly, visually compelling documents through strong collaboration with team members. Mika is dedicated to curating plans that are concise, engaging, and easy to understand by the community and its members. Mika's experience ranges from comprehensive plans, land use plans, small area plans, downtown plans, and corridor plans for communities across the country.

Mika joined Houseal Lavigne in 2018 after receiving her Bachelor of Arts in Urban Planning with a minor in Architectural Studies from the University of Illinois at Urbana-Champaign. There, she was an active member of the Executive Board for the Student Planning Organization, the James Scholar Honors Program, and the National Honor Society of Phi Kappa Phi. Mika was nominated for the Outstanding Sophomore Award by the Department of Urban Planning and was placed on the Dean's List. In 2017, she took a semester abroad in Barcelona, studying the City's history of urban development and culture. Before joining Houseal Lavigne, Mika worked for Ben Herzog Architect, PC, an architectural firm in Brooklyn, New York, and later for the Downtown Evanston SSA in Illinois.

Education

Bachelors of Art in Urban Planning and Minor in Architectural Studies, University of Illinois at Urbana-Champaign

Membership

American Planning Association (APA)

Certification

ArcGIS Desktop Entry

Project Experience

Comprehensive Plans

- Channahon, IL
- Eden Prairie, MN
- Fort Wayne-Allen County, IN
- Glen Ellyn, IL
- Grand Junction, CO
- Gunnison, CO
- Minooka, IL
- Naperville, IL
- Oak Creek, WI
- River Forest, IL
- Sioux City, IA
- Springfield, MO
- Walker, MI
- Wake Forest, NC
- Wyoming, MI

Downtown Plans

- Springfield, MO
- St. Joseph, MI

Development Services

- Flossmoor, IL

Corridor Plans

- Jefferson-Chalmers, Detroit, MI, Mainstreet Master Plan
- West Garfield Park, Chicago, IL, Corridors Plan

Small Area Planning & Subarea Plans

- Diamond Willow, Sioux City, IA, Development Master Plan
- Oshkosh, WI, Sawdust District Master Plan
- Palos Park, IL, Western Growth Area Master Plan
- Plainfield, IL, Riverfront Master Plan
- River Grove, IL, TIF Plan
- Norwegian American Hospital, Chicago, IL, Wellness District Master Plan

Elijah Farney, PE, PTOE

With over 20 years of experience, Mr. Farney serves as Project Manager or Project Engineer on a variety of transportation engineering projects for public and private sector clients. His experience encompasses preparation and review of traffic impact studies, access control plans, access and circulation studies, intersection capacity analysis, and traffic signal warrant studies. He is also experienced in traffic signal design, bicycle and pedestrian design, roundabout design, signing and striping plans, highway/railroad grade crossings, traffic control plans, intersection and roadway design, and development of plans, specifications, and estimates. He is proficient in AutoCAD, Civil 3D, Synchro, SimTraffic, and Rodel programs. Mr. Farney brings to our team experience combining transportation planning, traffic engineering, and design into a cohesive package for specific projects.

Elijah Farney | Project Manager | PE, PTOE

Bachelors of Science / Civil Engineering / Colorado State University Pueblo 2001



REGISTRATIONS AND PROFESSIONAL AFFILIATIONS

Professional Engineer
#41677/Colorado

Professional Traffic Operations
Engineer #2472

Institute of Transportation
Engineers

2011 & 2014 International
Roundabout Conferences

YEARS OF EXPERIENCE

20 Years

YEARS WITH JR ENGINEERING

20 Years

RELEVANT PROJECT EXPERIENCE

- Over 60 Traffic Impacts Studies across Colorado
- Comprehensive Plan Updates; Cañon City, Grand Junction, Gunnison, Fort Lupton, Windsor and Frederick, CO
- Transportation Plan, Severance, CO
- On-Call Traffic Engineering, Severance, CO
- 23rd Avenue Bicycle/Pedestrian Path at Fitzsimons Station, Aurora, CO
- Washington Street Widening (150th to E-470), Thornton, CO
- Solstice Roundabouts, Douglas County, CO
- Highway 6 and CR 51 Traffic Study, Dillon, CO
- Zone 3 Transmission Waterline, Erie, CO
- WCR 74 and WCR 21 Intersection Improvements, Severance, CO
- East 104th Avenue Corridor Improvements, Commerce City, CO
- 61st and Peña Station, Transit Oriented Development, Denver, CO
- Yosemite Street and Fair Avenue Traffic Signal, Greenwood Village, CO
- RidgeGate Parkway and Meridian Village Parkway Traffic Signal, Douglas County, CO
- 2012 and 2016 Traffic Signal Replacements, Colorado Springs, CO
- Crystal Valley Parkway Widening, Castle Rock, CO
- Neale Avenue Intersection Improvements, Aspen, CO
- Mill Street Corridor Complete Street, Aspen, CO
- Queue Cutter Signal at 104th Avenue and UPRR, Commerce City, CO
- Garden of the Gods Road and Chestnut Street Traffic Impact Study and Traffic Signal Replacement, Colorado Springs, CO
- Bromley Lane, Buckley Road, and Prairie Center Parkway, Brighton, CO
- Pecos Street and 56th Avenue Intersection Improvements, Adams County, CO

Trevor Millican, PE

With 13 years of experience, Mr. Millican serves as a project engineer on a variety of transportation engineering projects for public and private sector clients. His experience includes roadway design, roundabout design, traffic design, drainage design, and construction phasing. He is experienced with roadway and roundabout projects from the planning and environmental phases to the preparation of final construction plans. He is proficient in Synchro, AutoCAD, and Microstation. Mr. Millican brings to our team experience in transportation projects of all sizes.

Trevor Millican | Project Engineer | PE

Bachelor of Science / Civil Engineering / California Polytechnic University Pomona, 2009



REGISTRATIONS AND PROFESSIONAL AFFILIATIONS

Professional Engineer
#56318/Colorado
#87629/California

American Society of Civil Engineers

YEARS OF EXPERIENCE

13 Years

YEARS WITH JR ENGINEERING

3 Years

RELEVANT PROJECT EXPERIENCE

- O Street & 59th Avenue Roundabout Project, Greeley, CO
- Mulberry & I-25 Development Roundabouts Project, Fort Collins, CO
- Washington Street & 152nd Avenue Widening, Thornton, CO
- RidgeGate Southwest Village Traffic Impact Study, Lone Tree, CO
- USFS Development Project Traffic Impact Study, Dillon, CO
- 112th Avenue Widening Phase 1, Commerce City, CO
- Savi Ranch Parkway Widening, Yorba Linda, CA
- SR-55 Widening from I-405 to I-5, Orange County, CA
- Jurupa Road Grade Separation with UPRR Tracks, Jurupa Valley, CA
- Rosecrans Ave Grade Separation with BNSF Tracks, Santa Fe Springs, CA
- Turnbull Canyon Road Grade Separation with UPRR Tracks, Industry, CA
- I-10 Express Lanes, San Bernardino County, CA
- I-605/Beverly Blvd Interchange Improvements, Pico Rivera, CA
- State College Rd Grade Separation with UPRR Tracks, Anaheim, CA
- Metrolink Double Track Project At-Grade Improvements, Los Angeles, CA
- Ortega Rd Widening, San Juan Capistrano, CA
- Crenshaw Light Rail At-Grade Crossing Improvements, Los Angeles, CA
- I-5/Jamboree Rd Widening and Interchange Improvements, Irvine, CA
- All-Electronic Tolling Conversion Project, Irvine, CA
- California High-Speed Rail, Palmdale to Burbank, CA
- Los Angeles Union Station Improvements, Los Angeles, CA

Tristan Bonser, PE

Mr. Bonser is JR's Water Resource Manager and has 14 years of experience in civil engineering and construction management as a design engineer, project engineer, and project manager on both public infrastructure and land development improvement projects. With an emphasis in hydrologic analysis, design of open channels, urban drainage conveyance, and stormwater water quality/detention, his general areas of expertise include hydrology, hydraulics, groundwater engineering, and water rights. Representative current and past projects include open channel design, naturalized stream channel design, storm sewer design, drainage master plans, floodplain studies and floodplain map revisions, hydraulic structure design, lift station design, water transmission and distribution plans, water augmentation plans, site grading, and stormwater management plans; as well as contract document preparation, specification writing, construction phasing and scheduling, construction inspection, and regulatory agency compliance. He also has expert knowledge of AutoCAD Civil 3D; hydrologic, hydraulic, and groundwater resources software; and regulatory agency criteria through successfully completed projects throughout the Colorado Front Range.

Tristan Bonser | Water Resources Project Manager | PE

Bachelors of Science / Civil Engineering / Colorado State University 2007



REGISTRATIONS AND PROFESSIONAL AFFILIATIONS

Professional Engineer
#47602/Colorado

Urban Drainage and Flood Control
District Stream Management
Academy 2018-2019

Certified CDOT Erosion Control
Supervisor

YEARS OF EXPERIENCE

14 Years

YEARS WITH JR ENGINEERING

14 Years

RELEVANT PROJECT EXPERIENCE

- High Line Canal Operational SWMM Model Updates for Solstice Development; Douglas County/UDFCD
- T-88 Basin Master Drainage Plan; Commerce City, Colorado
- Ragweed Draw Hydrologic Analysis; Commerce City, Colorado
- Kettle Creek Drainage Basin Planning Study (DBPS); Colorado Springs, Colorado
- Brighton Watershed Tributary to the South Platte River Outfall Systems Planning (OSP) Design Report Amendment; Brighton, Colorado
- Letter of Map Revision (LOMR) for Sellars Gulch Tributary 1; Castle Rock, Colorado
- Letter of Map Revision (LOMR) for Tanglewood Creek; Westminster, Colorado
- Second Creek Reach 3 Improvements: Chambers Road to BNSF Railroad; Commerce City, Colorado
- Las Vegas Street Drop Structure, Sand Creek; Colorado Springs, Colorado
- South Platte River South Tributary 6 & Fairgrounds Tributary Channel Improvements, Thornton, Colorado
- South Brighton Regional Drainage Outfall and Fulton Ditch Realignment Project; Brighton, Colorado
- Dogwood Gulch Channel Improvements; Denver, Colorado
- Tanglewood Creek Channel Improvements; Westminster, Colorado
- Riverview Avenue & Optimist Park Drainage Improvements; Fort Morgan, Colorado
- East Marcy Gulch Channel Improvements; Highlands Ranch, Colorado
- Crystal Valley Ranch Drainage Outfalls and Regional Detention Ponds; Castle Rock, Colorado
- Peña Station Sanitary Lift Station; Denver, Colorado
- Meridian Sanitary Sewer Lift Station H; Douglas County, Colorado
- Reunion Irrigation System Conversion; Commerce City, Colorado
- Water Augmentation Pipeline; Brighton, Colorado
- Swan Meadow Village Water Line Replacement; Dillon, Colorado
- Pine Bluffs Water Master Plan; Pine Bluffs, Wyoming
- The Abbey of St. Walburga Wastewater Treatment System; Virginia Dale, Colorado

Chandler Croneigh, PE

With over 5 years of experience, Mr. Croneigh serves as a Project Engineer on a variety of transportation engineering projects for public and private sector clients. His work experience includes roadway and striping design, utility layout, grading and erosion control, cost estimation, traffic impact analyses, and city transportation plans. Additional experience includes intersection design, roundabout design, traffic control, land development, and technical report writing. He has a good working knowledge of AutoCAD and other civil design software packages including Civil 3D, AutoTURN, TORUS, Trafficware Synchro, ArcGIS, and TransCAD. With this technical knowledge, as well as his experience working with different agencies across the Front Range, Mr. Croneigh is well equipped for the development and design of civil engineering projects.

Chandler Croneigh | Project Engineer | PE

Bachelors of Science / Civil Engineering / Colorado State University 2016



REGISTRATIONS AND PROFESSIONAL AFFILIATIONS

Professional Engineer
Colorado

YEARS OF EXPERIENCE

5 Years

YEARS WITH JR ENGINEERING

5 Years

RELEVANT PROJECT EXPERIENCE

Solstice Development District Roads/Access Road – Douglas County, CO

Design Engineer for non-local roadways of this 115-acre residential development, including a 2.2-mile access road. Mr. Croneigh was involved with roadway and striping design, roundabout design, utility layout, water infrastructure design, grading and erosion control, cost estimation, construction plans, and design change notifications for this project.

Reunion Development – Commerce City, CO

Project Engineer for this 1600-acre residential development. Mr. Croneigh was involved with traffic impact analyses, roadway and striping design, utility layout, water infrastructure design, grading and erosion control, cost estimation, construction plans, and design change notifications for various parcels of this project.

RidgeGate Southwest Village – Lone Tree, CO

Design Engineer for this 700-acre mixed use development. Mr. Croneigh was involved with roadway and striping design and traffic impact analysis for this project.

Harrison Oaks Subdivision – Greenwood Village, CO

Design Engineer for this 32-acre residential development. Mr. Croneigh was involved with roadway and striping design, water/sanitary/storm infrastructure design, grading and erosion control, cost estimation, construction plans, and technical writing for this project.

61st & Peña Station; Denver Int'l Business Center – Denver, CO

Design Engineer for these mixed use developments. Mr. Croneigh was involved with traffic impact analysis for this project.

City of Grand Junction Comprehensive Plan – Grand Junction, CO

Design Engineer for the transportation facet of this city-wide comprehensive plan. Mr. Croneigh was involved with city planning and roadway classification for this project.

Project Experience

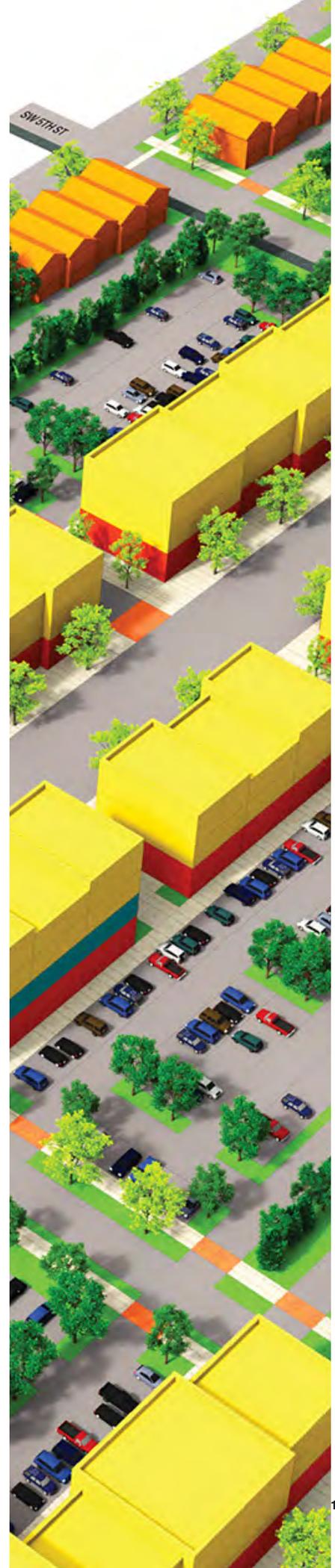
Within each community, unique geographic areas exist that embody a variety of uses and functions. These unique areas each have their own character and present a specific set of issues and opportunities that must be addressed and accommodated in a targeted and detailed manner. Effective planning at this level requires a solid understanding of, and attention to, the many distinct elements which make up these areas. It also requires an insight into existing conditions, community aspirations, and future potentials.

Whether protecting an historic neighborhood, revitalizing a business district, or improving an area with a unique natural setting, Houseal Lavigne has prepared over 100 Small Area/Subarea plans that provide long-term direction and detailed recommendations to address concerns on a parcel-by-parcel/site-by-site basis, including more than 80 Corridor plans, 35 Neighborhood plans, and 45 Downtown plans. These plans maximize the potential of these unique places that contribute so significantly to a community's vitality, sustainability, identity, and overall quality of life.

References

At Houseal Lavigne, we are proud of our work and the long-term relationships we maintain with clients. We believe each of these references demonstrate our ability to satisfy clients through an approach that meets the technical and financial needs of client communities. Below are the reference names and contact information along with links to view the adopted plans.

Services	Client	Contact
Comprehensive Plan	Gunnison, Colorado	Anton Sinkewich Community Development Director (970) 641-8152 asinkewich@gunnisonco.gov
Comprehensive Plan Unified Development Ordinance	Cañon City, Colorado	Patrick Mulready City Planner (719) 269-9011 psmulready@canoncity.org
Sawdust District Master Plan	Oshkosh, Wisconsin	Kelly Nieforth, Economic Development Services Manager (920) 236-5045 KNieforth@ci.oshkosh.wi.us
Comprehensive Plan	Peoria Heights, Illinois	Michael Phelan Village Mayor (309) 686-2373 michael.phelan@peoriaheights.org
Community Plan	Bentonville, Arkansas	Shelli Kerr, Planning Services Manager (479) 271-3122 skerr@bentonvillear.com
Land Use Plan	Morrisville, North Carolina	Brad West Long Range Planning Manager - Wake Forest, NC (formerly Senior Planner with Morrisville, NC) (919) 435-9542 bwest@wakeforestnc.gov
Downtown Plan Subarea Plan	Elmhurst, Illinois	Michael Kopp Assistant City Manager (630) 530-3010 Mike.Kopp@elmhurst.org
Comprehensive Plan	Council Bluffs, Iowa	Brandon Garrett Community Development Director (712) 256-6944 bgarrett@councilbluffs-ia.gov



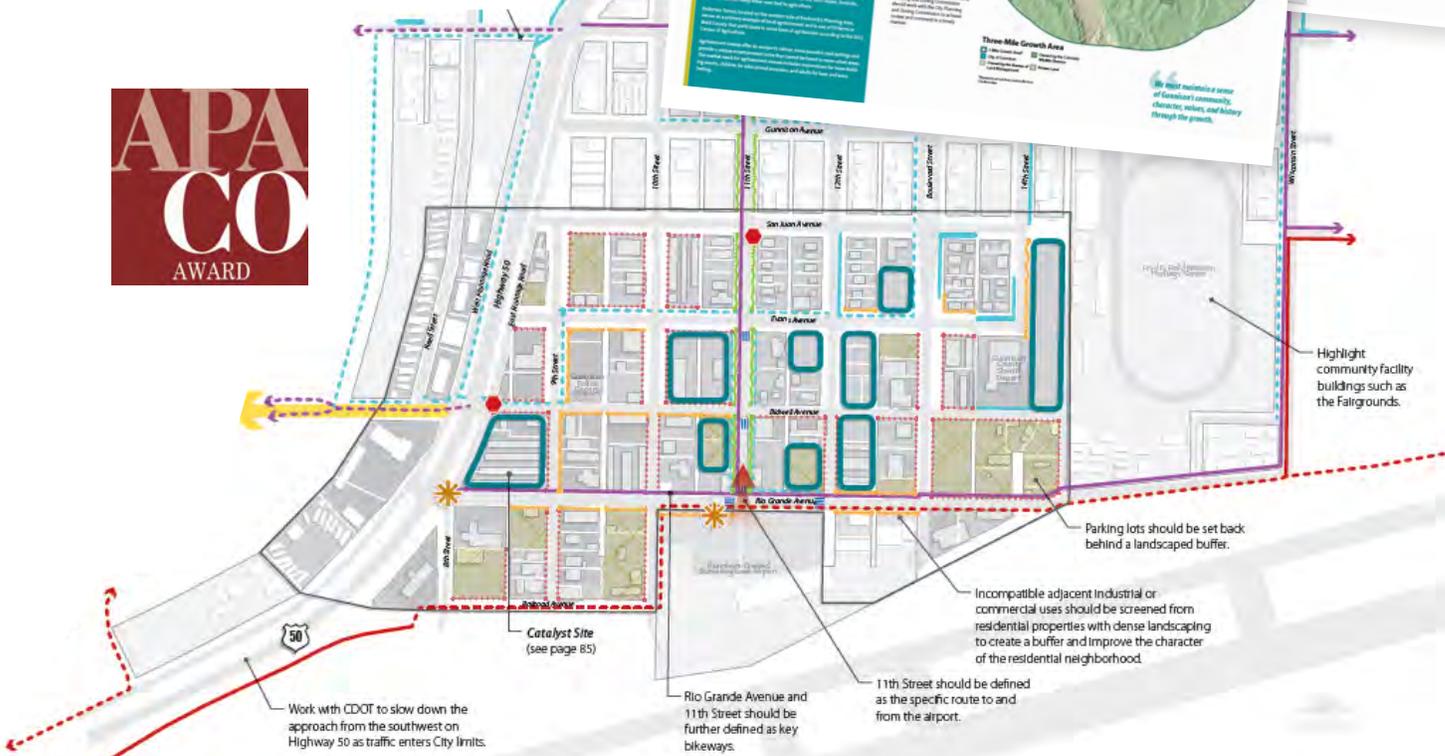
City of Gunnison, Colorado
Comprehensive Plan

The City of Gunnison, Colorado is an active, outdoor-oriented place boasting a picturesque downtown, strong western heritage, and a lively entrepreneurial and arts community. As a base for access to regional natural areas and world class skiing, the city is well served by a strong tourism industry. The growing Western Colorado University campus, located on the east side of the city contributes to its unique character.

Faced with the opportunity to leverage these distinct assets in a small-town setting, the city sought an update to its Comprehensive Plan. Desiring guidance for carefully considered expansion into its growth areas and attainable housing options for a growing population, all while retaining its character and heritage, the city hired Houseal Lavigne, JR Engineering, and local housing consulting firm Williford LLC to prepare its new comprehensive plan.

The plan aims to build on the community's assets while increasing opportunities for residents old and new. The plan prioritizes improving housing availability and attainability for a growing population. The subareas bookend the community, providing a framework for thoughtful growth to the north while outlining an improved gateway experience to the south.

Tailored specifically to Gunnison, sustainability and resiliency best practices supported by extensive community outreach are woven throughout the Comprehensive Plan. They address the city's high-desert climate, which regularly delivers extreme cold temperatures, as well as the community's desire for preservation of natural areas and farmland.



Cañon City, Colorado

Picture Cañon City 2040 and Downtown Framework

Cañon City is the county seat for Fremont County and is known as the center of Colorado's Royal Gorge Region. As the City approached its 150th birthday, it selected Houseal Lavigne to create a new Comprehensive Plan and Unified Development Code (UDC).

Picture Cañon City 2040 provides a vision for the community that embraces the City's historic Main Street and emphasizes its abundance of natural assets, including the Arkansas River that flows through the City center and the Hogback Open Space Recreation Area.

Actionable recommendations throughout the plan are anchored by guiding principles, including prioritizing compact and contiguous development, building a livable community, celebrating unique identity, ensuring a stable economy, and becoming the nexus of recreational opportunities.

Picture Cañon City 2040 sets the stage for cohesive implementation of the plan in alignment with clear regulations in the UDC. The City's tandem of new planning and development regulation is up to the challenge of helping Cañon City prepare as it kicks off the next 150 years.



Framework Area Policies and Recommendations

Connecting the Downtown and Riverfront
Residents and visitors frequently identify the downtown as a disconnected area from the riverfront. The City should create a more integrated and walkable downtown by connecting the downtown to the riverfront through a series of public spaces, including a new pedestrian bridge, a new public square, and a new public park. The City should also consider creating a new public square and a new public park along the riverfront.

Activating the Downtown and Riverfront
The City should create a more vibrant downtown by activating public spaces, including a new public square, a new public park, and a new public square. The City should also consider creating a new public square and a new public park along the riverfront.

Housing and Neighborhood Framework
The City should create a more diverse housing stock by encouraging a mix of housing types, including single-family homes, townhomes, and multi-family units. The City should also consider creating a new public square and a new public park along the riverfront.

Mountain Bike Skills Park
The City should create a new mountain bike skills park in the downtown area. This park should include a variety of trails and features, including a new public square and a new public park along the riverfront.

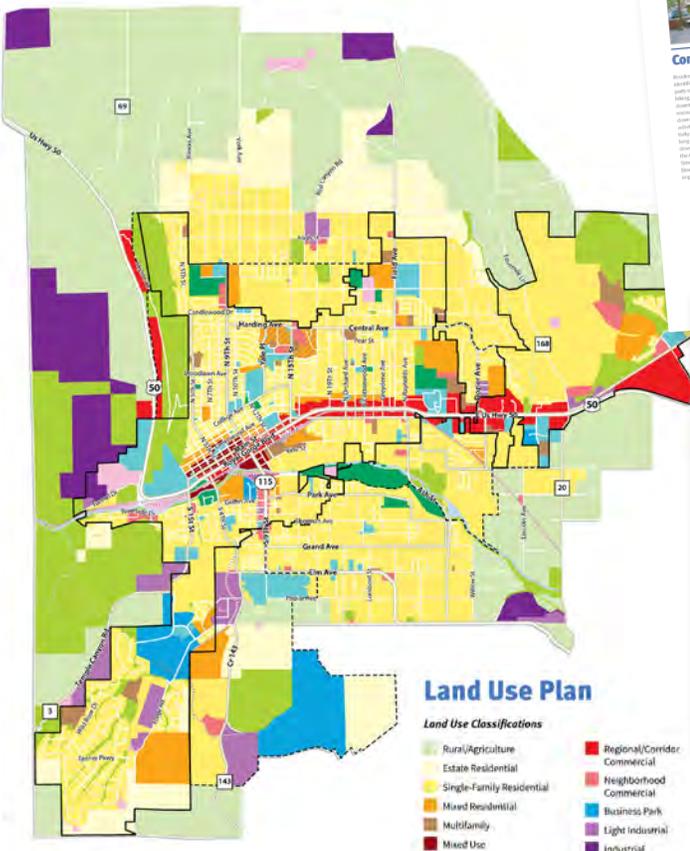
Park Development and Improvements
The City should create a new park in the downtown area. This park should include a variety of features, including a new public square and a new public park along the riverfront.

Eastern Cañon City - Holy Cross Library
The City should create a new library in the eastern part of the city. This library should include a variety of features, including a new public square and a new public park along the riverfront.

Griffin Park Expansion
The City should create a new park in the downtown area. This park should include a variety of features, including a new public square and a new public park along the riverfront.

Reynolds Trail
The City should create a new trail in the downtown area. This trail should include a variety of features, including a new public square and a new public park along the riverfront.

Dawson Ranch Trails
The City should create a new trail in the downtown area. This trail should include a variety of features, including a new public square and a new public park along the riverfront.



Oshkosh, Wisconsin

Sawdust District Master Plan

The Sawdust District is nestled in the heart of Oshkosh at the confluence of the Fox River and Lake Winnebago. The District is comprised of a collection of neighborhoods in the historic core of the community and was once home to thriving industrial businesses. Today, visitors come to enjoy waterfront amenities and to experience the energetic excitement that surrounds Menominee Nation Arena.

The City of Oshkosh tasked Houseal Lavigne with following up on the success of the Imagine Oshkosh Master Plan and providing a detailed look at the priority district.

The resulting Sawdust District Master Plan is graphically rich, designed to help the community visualize a regional destination with an eclectic mix of businesses, entertainment venues, and residential opportunities. Recommendations for desired land uses, design and development, transportation, and placemaking tie into the District's six functional subareas. The plan offers a framework for the City that will facilitate implementation and guide development for years to come, ensuring that the Sawdust District will increase its reputation for public use and enjoyment.



EXISTING LAND USE

Existing uses are provided as context for the proposed development. The District provides a mix of uses that will support the growth of the community and provide a framework for future development. The District provides a mix of uses that will support the growth of the community and provide a framework for future development.



STREETS
Streets are the backbone of the community and provide a framework for future development. The District provides a mix of uses that will support the growth of the community and provide a framework for future development.

INTERSECTIONS AND CROSSWALKS
Intersections and crosswalks are key elements of the street network and provide a framework for future development. The District provides a mix of uses that will support the growth of the community and provide a framework for future development.

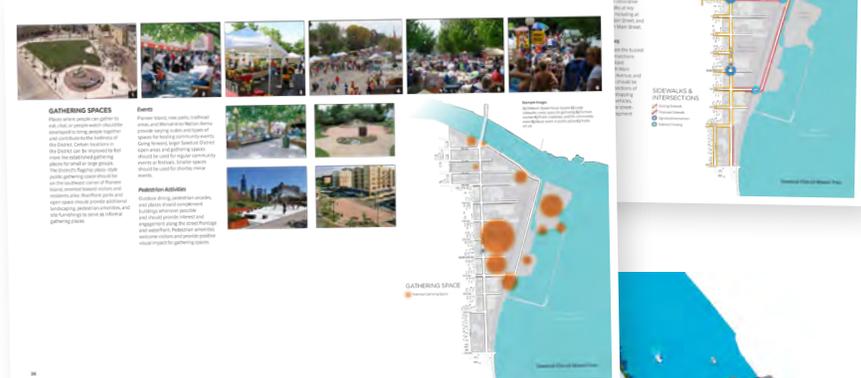
OPEN SPACES
Open spaces are essential for the health and well-being of the community and provide a framework for future development. The District provides a mix of uses that will support the growth of the community and provide a framework for future development.

LAND USES
Land uses are the foundation of the community and provide a framework for future development. The District provides a mix of uses that will support the growth of the community and provide a framework for future development.

Sawdust District Redevelopment Plan

CONCEPTUAL VISUALIZATION

1. Pedestrian and bike access along existing bridge and new underpass connecting the riverwalk
2. Gateway feature and plaza space surrounding the entrance into the Sawdust District
3. Office or mixed use building
4. Single-family attached
5. Public plaza and open space
6. Mixed use infill development along South Main Street
7. Mixed use development (commercial and restaurant uses on the ground floor with office and residential uses on the upper floors)
8. Office or mixed use building
9. Mixed use development (commercial and entertainment uses on the ground floor with office and residential uses on the upper floors)
10. Parking for mixed use development along South Main Street
11. Parking deck for office or mixed use (3 levels)
12. Riverwalk
13. Multi-family development
14. 9th Avenue extension/connection
15. Trailhead and parking
16. Pedestrian bridge
17. Multi-family development
18. Hotel / resort
19. Pioneer plaza and gathering area
20. Existing marina, boat storage, and boat docks
21. Multi-family development
22. Trail, open space, and beer buffering existing trailhead
23. Arena
24. South Main Street roadway improvements (using expanded right-of-way)
25. Adjacent residential neighborhood
26. Commercial infill development along South Main Street
27. South Main Street roadway improvements (using current right-of-way)
28. Commercial infill development along South Main Street
29. Multi-family development
30. Multi-family development
31. Single-family attached



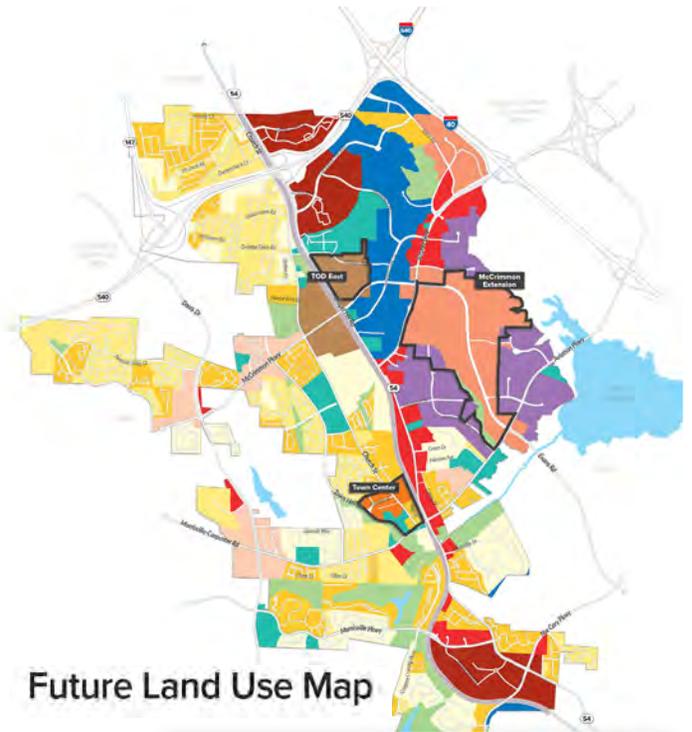
Town of Morrisville, North Carolina

Land Use Plan and Subarea Plans

The Town of Morrisville is a rapidly growing community in the heart of North Carolina's Research Triangle, one of the fastest developing regions in the country. Over the past few decades, Morrisville has transformed from a small, rural town to a highly desirable, diverse area due in part to the community's regional location and proximity to the Research Triangle Park, which has supported major investment and an expanding employment base.

In response to these significant changes, the Town and Houseal Lavigne initiated an update to the Morrisville Land Use Plan in February 2018. The three-year planning process engaged the community, analyzed the changing landscape, and identified the distinct issues and unique opportunities facing Morrisville. Together, these factors helped establish a vision for the future of land use and development in the Town and informed the policies and recommendations that will guide the community as it continues to evolve.

The Morrisville Land Use Plan brought together a range of community stakeholders, citizens, agency representatives, business representatives, and elected officials to establish the framework for Morrisville's development over the next 10 to 20 years. Going forward, the Plan will help the Town continue to move beyond the status quo and put forward innovative development policies that position Morrisville as a leader for communities seeking a better way to grow.



Future Land Use Map



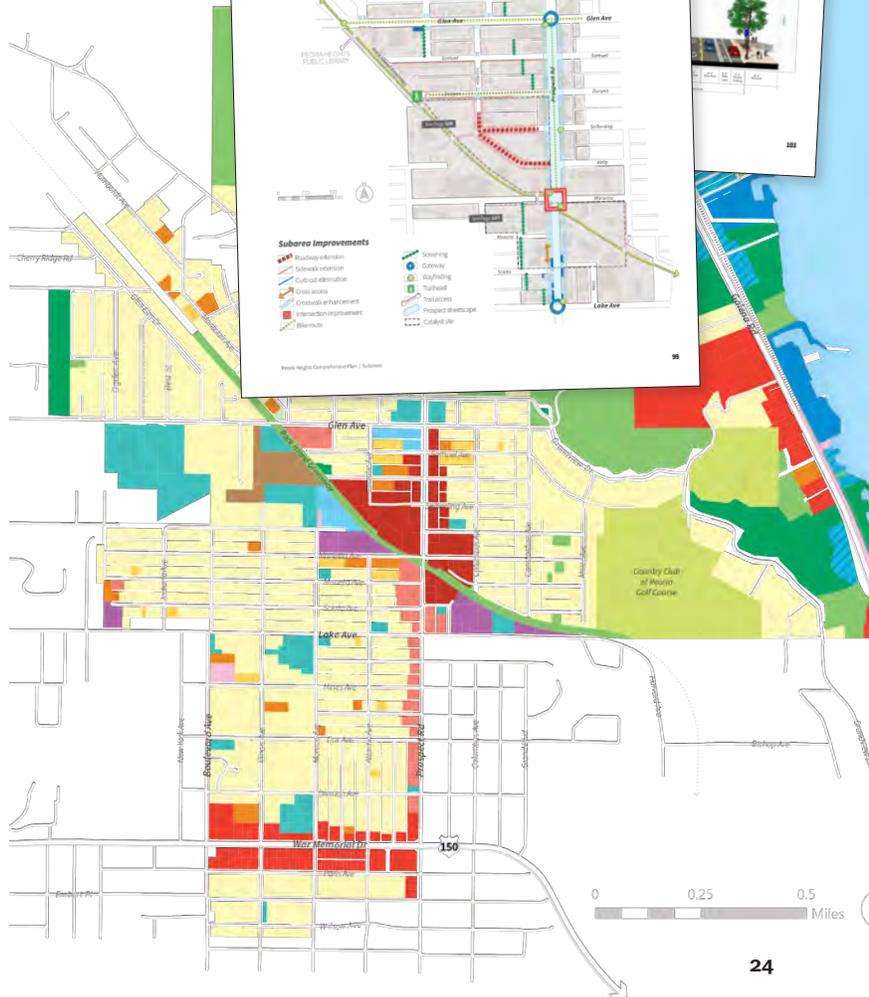


Peoria Heights, Illinois Comprehensive Plan and Subareas

In early 2020, the Village of Peoria Heights tasked Houseal Lavigne with taking an all-inclusive approach to consolidate their recent planning efforts and update their previous guiding plan, a short-form vision document created over a decade ago. The resulting Peoria Heights Comprehensive Plan is wholly original and innovative, developed specifically for the community, built on a tailored community engagement approach, and designed with the end-user in mind. Detailed and graphically rich subarea plans complement the clear and compelling core elements of the document.

The Village was able to use the Plan to pass the first test in securing federal funds for a road diet on Prospect Road, setting in motion many of the recommendations identified in the Downtown Subarea. Additionally, recommendations in the Plan helped the Village to secure support for riverfront improvements and offer informed input to the Illinois Department of Transportation IL 29/Galena Road Highway Improvement Project.

The plan's focus on implementation is underscored by a zoning audit conducted as a scoped part of the planning process. The audit lays the groundwork for anticipated updates to the Village's zoning code and identifies where plan recommendations relate directly to potential zoning actions.

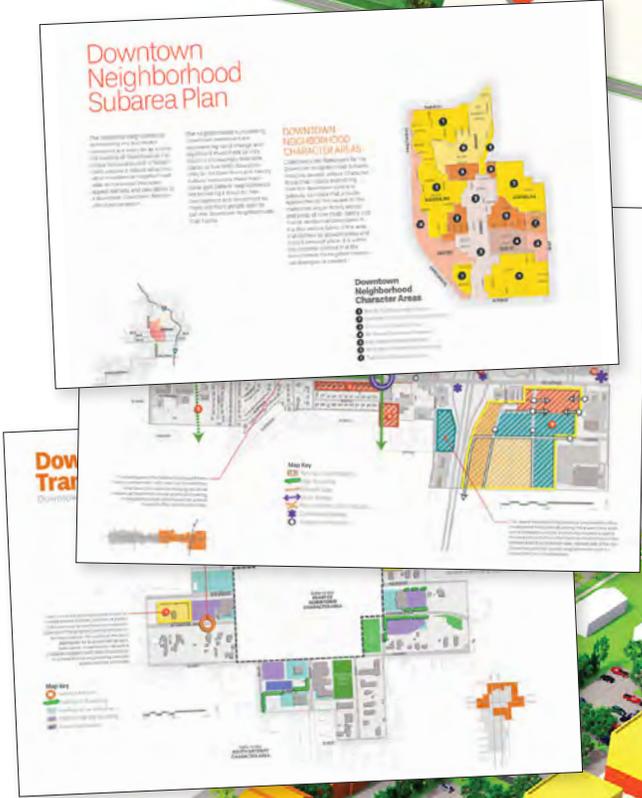




City of Bentonville, Arkansas
**Comprehensive Plan
 & Downtown Neighborhood Plan**

The Bentonville Community Plan, developed by **Houseal Lavigne**, is the City's guidebook for becoming the model of a new American town. In 1950 Bentonville became the hometown of the original Walton's 5&10 with its small-town, middle-America charm. Since the opening the of the first store Walton's has grown into the global retail chain, Walmart, and Bentonville has grown right along with it. The City has experienced an exponential population flux since 2000 that is expected to continue well into the 2030s. The Community Plan focuses on directing that growth in a manner that benefits the existing residents as businesses as well as the newcomers, all while maintaining its historical, and eclectic charm.

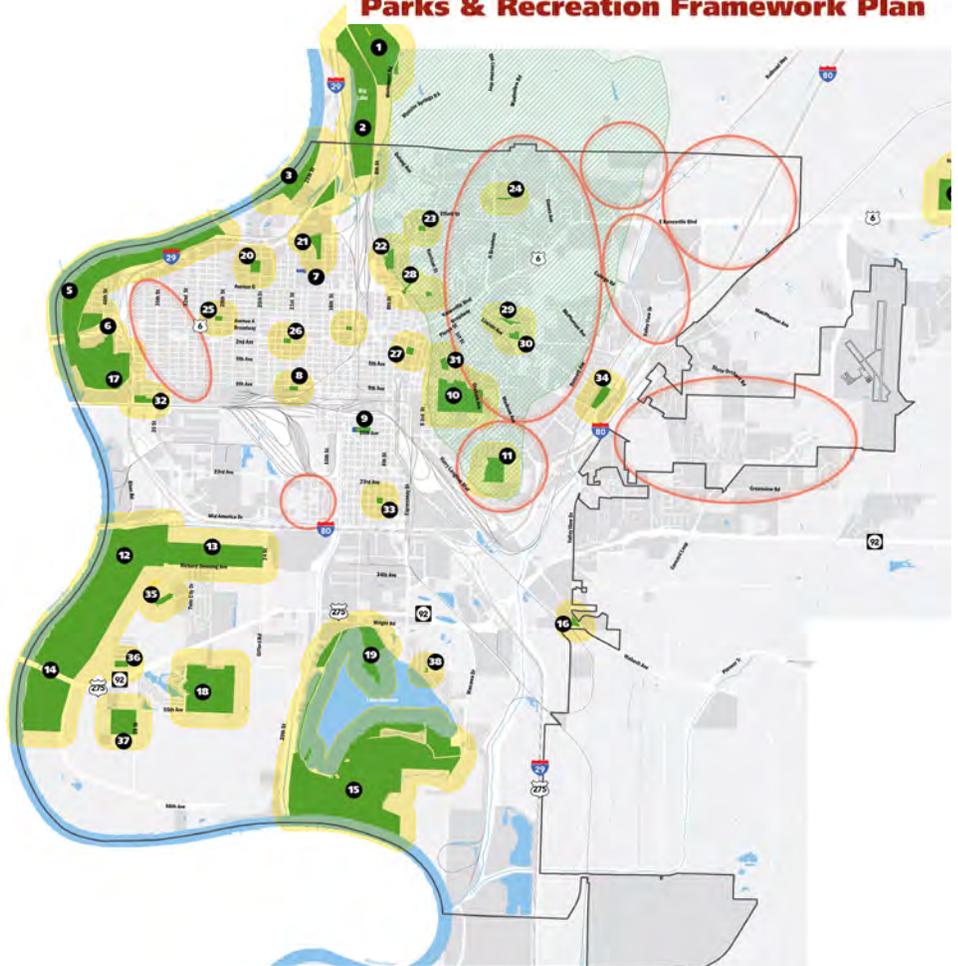
As part of the comprehensive planning process Houseal Lavigne developed a neighborhood framework plan for the neighborhoods surrounding the Downtown. These areas are every bit as vital to the success of a communities downtown as the its shops, restaurants, and entertainment. In recent years, the downtown neighborhood experienced rapid change and significant investment and the Plan sought to guide overall character and add stability and desirability.



City of Council Bluffs, Iowa
**Bluffs Tomorrow 2030
 Comprehensive Plan**

Council Bluffs, IA is located along the Missouri River across from Omaha. The community is defined by its unique riverfront, dramatic terrain, and historic downtown. The City of Council Bluffs hired **Houseal Lavigne** to prepare an update to its Comprehensive Plan. The process included extensive public outreach, close coordination with City staff and community stakeholders, and the development of plan recommendations that address the priorities of Council Bluffs citizens. The Comprehensive Plan directly addresses the State of Iowa's ten Smart Planning principles, and describes how neighborhood revitalization, flood mitigation, emerging industry, economic development, and major transportation improvements can maximize benefits to local residents and businesses. The Plan includes four subarea plans that address specific challenges in an aging commercial corridor, obsolete industrial area near downtown, disinvested neighborhood, and emerging interchange.

**BLUFFS TOMORROW 2030
 Parks & Recreation Framework Plan**

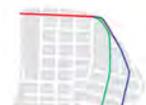


**BLUFFS TOMORROW 2030
 WEST BROADWAY SUBAREA PLAN
 Overall Framework**

West Broadway is one of the City's most vital east-west arterial through the City. West Broadway intersects 480 and Downtown Omaha. The direction for the improvement for this key gateway Subarea Plan is 2.3 miles in length, extending the west.



**BLUFFS TOMORROW 2030
 KANESVILLE-TINLEY SUBAREA PLAN
 Functional Framework Plan**



City of Elmhurst, Illinois
**Elmhurst Downtown
 and Subarea Plans**

Downtown Elmhurst is a charming suburban downtown located roughly twenty miles west of Chicago's Loop. Due to changing market conditions, development pressures, and shifting community priorities, the City hired **Houseal Lavigne** to update its Downtown Plan in 2015. Specific emphasis was placed on developing a detailed policy framework for increasing building heights, reducing residential parking requirements, improving building design, and enhancing circulation. Workshops and open houses were very well attended, and more than 750 individuals submitted survey responses.

The Plan established four functional land use zones that provide recommendations for character, land use, intensity, and built form. Design guidelines were included to inform the design process and ensure that new buildings match the desired community aesthetic. A Regulatory Strategies Framework identified needed changes to the zoning ordinance, future land use map, building code, and development processes, providing the Plan Commission and City Council the direction they need to begin plan implementation.

After the adoption of the Downtown Plan, the City re-engaged Houseal Lavigne for the development of Subarea Plans. The Subarea Plans looked at five areas throughout the City, providing a review of the challenges and strengths of each area, and identifying goals for public and private sector improvements that take advantage of each subarea's opportunities.



Prairie Path Crossir

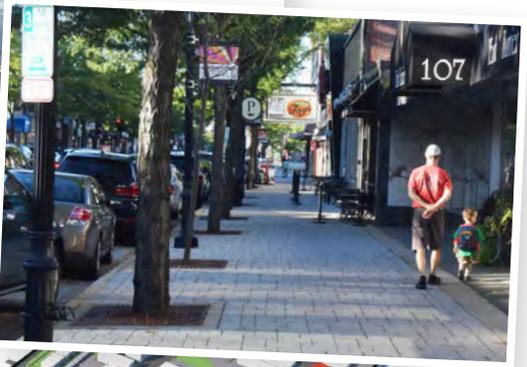
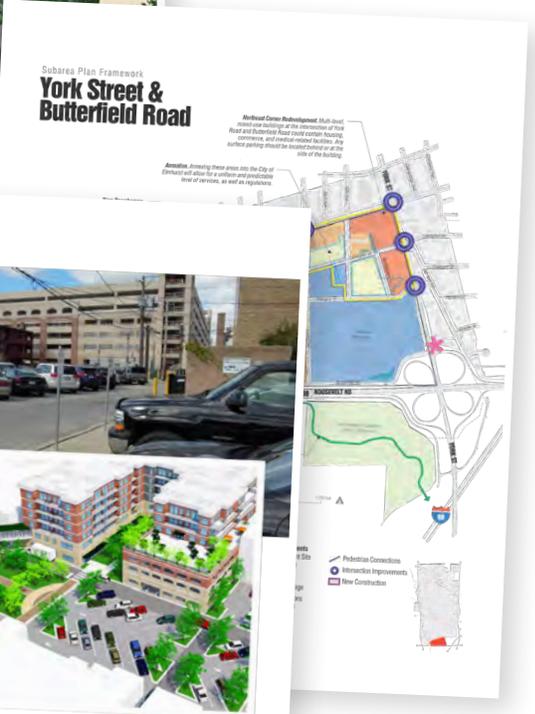
The City of Elmhurst has contracted with Houseal Lavigne to study the intersection of the Illinois 9 and York Street. The intersection concerns for the more than one narrow, walkway, and cyclist motorists that pass here daily. Memorandum: Illinois Prairie Path - Feasibility Study, August 1, 2017, p. 11. It recommends two changes to configuration. The first would be a mid-crossing island, north and southbound traffic, which would offset the east and west paths. Technical Memorandum contained benefits of these two would be for path users to it when it is safe to cross only of two - travel lanes and, it creates a moment to reflect the second crossing.



Donald Hole Pocket Park. There is potential to develop either a pocket park, or a more substantial open space in the area currently referred to as the "Donald Hole". In the short term, the City could design and install a small-scale pocket park on the parcel they currently own and use for parking. A long-term goal could be to acquire the parcel to the south and develop a more substantial open space area. Improvements should include better pedestrian connections to the surrounding businesses, improved parking lot circulation patterns, and a small plaza space or gathering space.



Potential park concept for the Donald Hole area. Recent memoranda include better pedestrian connections to the surrounding businesses, improved parking lot circulation patterns, and a small plaza space or gathering space.



Downtown Elmhurst
**Existing Downtown
 Massing Model**



JR References and Project Experience

Severance Transportation Master Plan and On-Call Traffic Engineering

Client: Town of Severance

Contact: Mitch Nelson, (970) 685-7964
209 1st Street, PO BOX 339
Severance, CO 80546

Agency Approval: Town of Severance

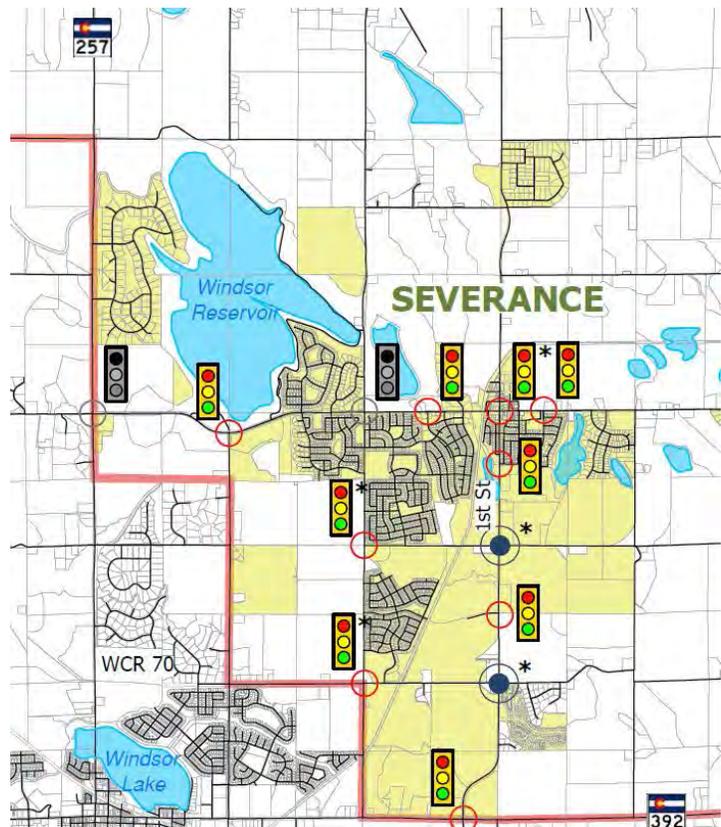
Designed: 2020-2021
Design Cost: \$122,000
Plan Adoption: 2021

JR Engineering prepared the Transportation Master Plan for the Town of Severance, CO. The project scope included extensive traffic analysis of the Town's existing roadway infrastructure including intersections and access management strategies. **JR** did extensive traffic forecasting based on the Town's planned developments. As part of the project, **JR** worked with the Weld County School District on revisions to Range View Elementary School. Traffic operations along the perimeter streets were analyzed and recommendations were prepared. Specific recommendations included converting Finch Drive and Ptarmigan Street to one-way operation.

After the Transportation Master Plan, the Town contracted with JR to serve as the Town's Traffic Engineer. Through this contract, JR is reviewing all traffic impact studies being prepared by the developer's traffic engineers. Through the review process, JR makes recommendations on access control strategies on the Town's arterial network.

Project Personnel:

Daren Sterling, PE – Client Manager
Eli Farney, PE, PTOE – Project Manager



Reunion Development Transportation Plan

Client: Reunion Metro District and Commerce City

Contact: Brent Soderlin
City Engineer
303-289-8175

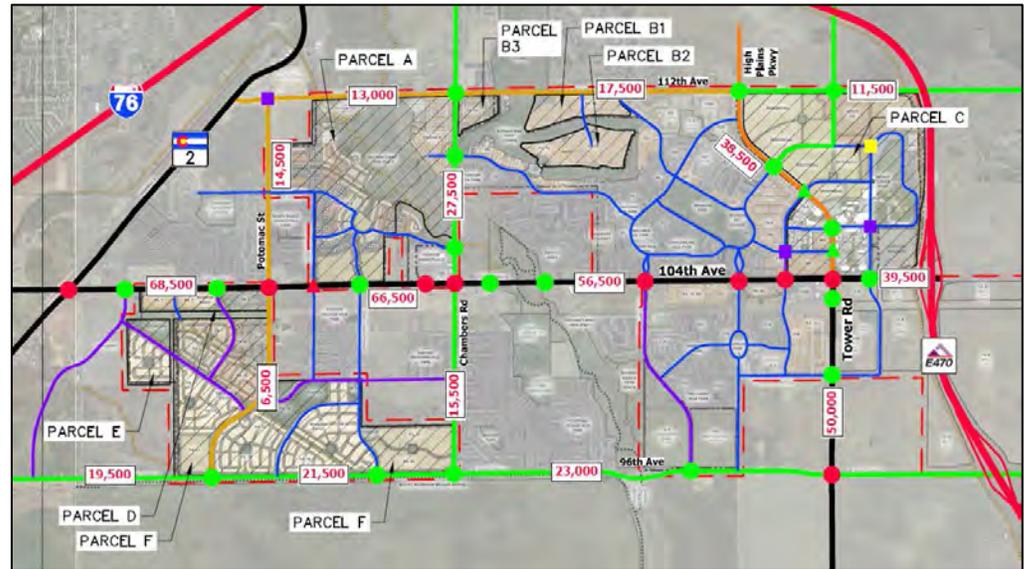
Designed: 2018-2019

Original Budget of Plan: \$20,000

Final Cost of Plan: \$24,000

Cost Variation due to City's Request to Perform Additional Traffic Operations Analysis

An update to the Reunion Development Transportation Plan was completed in 2018. The plan update included eight Reunion parcels with revised land uses. The study intended to provide an update to the Buffalo Hills Development Study, prepared in 2000, as it pertained to the revisions in Planned Unit Development (PUD) Amendment #5 for the eight parcels. Since the original Buffalo Hills Development transportation study was approved, the Buffalo Hills development has been renamed Reunion.



The Commerce City Comprehensive Plan was prepared in 2010. The plan documented future roadway classifications for roadways within the city limits and included the roadways within the Reunion development area. The Reunion Development Transportation Plan examined traffic operations for existing conditions and compared them to the findings of the Commerce City Comprehensive Plan regarding future classification of the surrounding arterial roadway network. The Reunion Development Transportation Plan also included access control recommendations for the arterial road network.

Overall, the study included the following elements: Current (existing) Traffic Volumes, Background Traffic Projections (Year 2040), Travel Demand Analysis (Trip Generation and Distribution), Site Generated Traffic Volumes, Total Traffic Projections (Year 2040), and Roadway Classification, and Summary of Significant Findings and Recommendations.

Personnel involved:

Aaron Clutter, PE - Project Principal
Eli Farney, PE, PTOE – Project Manager

Kelly Unkrich, EI – Project Engineer
Chandler Croneigh, EI – Design Engineer

RidgeGate Southwest Village Development and Traffic Impact Study

Client: Shea Homes and City of Lone Tree

Contact: Ryan McDermed, (720) 348-3077
1805 Shea Center Drive, Suite 450
Highlands Ranch, CO 80129

Agency Approval: City of Lone Tree

Designed: 2020-2022

Design Cost: \$25,000

JR Engineering's scope for the RidgeGate Southwest Village Development included a major Traffic Impact Study. The Traffic Impact Study required extensive coordination with the City of Lone Tree's planning department. Since a proposed elementary school is located on the site, JR paid careful attention to the needs of pedestrians and bicyclists for the roadways and intersections in proximity to the school site. JR proposed innovative intersection improvements including protected intersections for bicyclists to have ample safe space to queue at the intersection before crossing the street. Also, midblock pedestrian crossings were implemented using curb bulb-outs which shortened the pedestrian and bicycle travel distance across the roadways.



Project Personnel:

Aaron Clutter, PE – Client Manager

Eli Farney, PE, PTOE – Traffic Project Manager

Trevor Millican, PE – Traffic Project Engineer

Solstice Development and Mirabelle Metropolitan District Potable Water Distribution System

Client: Shea Homes

Contact: Ryan McDermed
Shea Properties
9380 Station Street
Lone Tree, CO 80124
(720) 348-3077

Design: 2017-2020
Design Cost: \$110,580
Construction: 2019-2020
Construction Estimate: \$2.64 M

Publicly Funded: No

Agency Approval: Centennial Water and Sanitation District, Douglas County,
Dominion Water and Sanitation District, & Chatfield South Water District

JR Engineering prepared the potable water distribution systems design for the Solstice development and the Mirabelle Metropolitan District in Douglas County, located just south of Chatfield Reservoir. The Solstice development consists of five filings, totaling 1,100 residential lots, and an amenity center. Service to Solstice was provided by Centennial Water and Sanitation District via potable water infrastructure owned by Mirabelle Metropolitan District.



Across all filings and District improvements, the amount of potable water distribution pipe totaled 64,690 linear feet. The water distribution system design utilized Bentley's WaterCAD V.8 to model and analyze various demand scenarios; the modeling evaluated specific site demands for scenarios of peak hour, average day, max day, fire flows, and storage requirements. Part of the fire flow demand scenario involved iteratively closing various loops within the site to ascertain which pipes, which when blocked, result in the lowest system node pressures. The pressures in this scenario were required to stay above 20 psi while system-wide velocities could not exceed 10 feet per second.

JR Engineering prepared construction plans for the Solstice Development Filings 1-5, as well as the Mirabelle Metropolitan District improvements potable water system consisting of water distribution plans (showing the alignment of the system, profiles of all water lines, pipe lengths, and stationing and offsets of the valves, fittings, and utility crossings) and profiles of all fire hydrant laterals and lowering's.

Personnel Involved:

Aaron Clutter, PE: Project Manager
Daniel Clark, PE: Project Engineer

Garrett Bales, PE: Lead Project Engineer
Trent Marshall, PE: Construction Manager

Mill Street Corridor – Complete Street Conceptual Design Study

Client: City of Aspen
Designed: 2012-2016
Design Study Original Budget: \$51,000
Design Study Final Cost: \$51,000

Contact: Justin Forman
justin.forman@cityofaspen.com
130 South Galena Street
City of Aspen, CO 81611
(970)-429-2783

Mill Street is a 4-lane major collector roadway within downtown Aspen that provides access to Main Street, the Public Library, the City’s Rio Grande events park, and provides the main connection with large residential areas north of town. Traffic volumes along the corridor did not require the existing 4-lane configuration, providing opportunities to utilize the existing roadway width to accommodate other modes of transportation and streetscaping elements.

The goals of the project were to: improve safety and comfort for pedestrians and cyclists, improve the function and safety of pedestrian crossings along the corridor, integrate bicycles into the right-of-way, improve mobility, and enhance Aspen’s character as a bicycle and pedestrian-friendly community. As a Complete Street, the City wanted to create a corridor that was safe, functional, comfortable, and enjoyable for pedestrians, cars, and vehicles alike and enhances the community’s access to the City’s network of trails via connectivity through and beyond the project area.



With direction from City Council and the Civic Master Plan, the City of Aspen commissioned a conceptual design study to develop and determine the feasibility and implementation of pedestrian crossings, streetscape improvements, shared bicycle lanes, and traffic calming into the Mill Street Corridor.



These goals were referenced throughout the conceptual design phase to continually focus discussions and solutions towards the project’s purpose and need.

The conceptual design study provided an overview of the study process including the traffic corridor analysis, development, and screening of corridor improvement alternatives, and recommendations for Complete Street design solutions to be used in the preliminary and final design of the Mill Street Corridor.

Personnel involved:
Eli Farney, PE, PTOE – Project Manager
Alex Iuga – Project Designer



SECTION 3

METHODOLOGY & APPROACH

Approach to Planning

Our philosophy of community planning, visioning, goal setting, and implementation is built on a foundation of professional experience, sound planning and design practices, and a track record of award-winning projects. Our approach combines extensive community outreach and participation, highly illustrative and user-friendly maps and graphics, and utilization of available technologies. Our process will help establish a community vision, set community goals, and foster community consensus. Our approach to this assignment will include and be guided by the following core principles, which will allow us to successfully engage the community, develop viable and visionary solutions, and comprehensively respond to local issues and needs.



Focus on Urban Planning and Community Development

Houseal Lavigne specializes in community planning, urban design, and economic development. It is our focus, it is our passion, and it is our area of expertise. We are a specialized urban planning firm whose efforts are not diluted or compromised by bureaucracy or competing interests. Our focus and size allow us to provide the creativity, flexibility, and responsiveness needed to meet our clients' needs without wasting precious resources.

Foundation of Experience

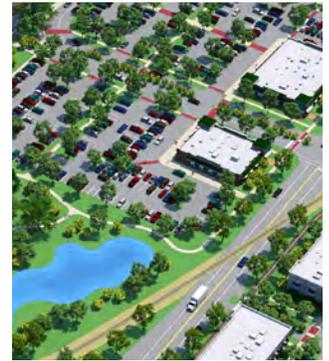
Houseal Lavigne has extensive experience in community planning, visioning and goal setting, implementation strategies, comprehensive planning, economic development studies, urban design, and more. We have directed, managed, and assisted with similar planning assignments for communities across the country.

Engaging Community Outreach

One of our greatest strengths is our ability to design and conduct engaging and effective community outreach. It is a vital part of all of our planning projects, and we believe it is a necessary component of any successful planning process. It is important that all interested persons have the ability to participate in the planning process, and to know they have been heard and their opinion taken into consideration. We believe strongly in fostering a stewardship for the community and achieving a high level of community consensus for planning initiatives.

Illustrative Format and Quality Graphics

All our projects incorporate a highly illustrative and graphic approach to communicating planning and development policies and recommendations. We have developed a distinct design approach to urban planning and community development projects which we incorporate into all our projects. The results of this approach are reports and plans that are attractive, distinctive, and easy to use and understand.



Technology Integration

Integrating appropriate technologies can greatly improve the planning process and product. We specialize in the use of GIS and geospatial analysis, designing and hosting project websites, on-line surveys, interactive real-time polling, and utilizing 3-D rendering to improve planning and development concepts. Our maps and graphics are attractive and compatible with existing and developing information systems. When designed and managed appropriately, these technologies greatly improve communication and involvement with the public.

Vision, Creativity, and Innovation

We believe vision and creativity are among the most important components of good planning and design. Too often, vision and creativity are lacking in the planning process and final planning product. With the help of the community, we will establish a "Vision" that captures the local spirit and character, while presenting new ideas and concepts for consideration. Our fresh approach to planning and development will broaden the range of available options and maximize the potential of community resources.

Targeted Implementation

Identifying the "next steps" to be taken is an important part of any good plan. Plans are not meant to sit on a shelf gathering dust but should be used on a regular and on-going basis as a foundation for decision-making. Our plans identify key implementation steps that should be taken to "jump start" the ultimate realization of the Plan's vision and recommendations. Implementation steps outline the projects and actions to be taken and identify responsibilities, timing, and funding options.

Commitment to Client Satisfaction

Our Firm's primary focus is on client satisfaction. We pride ourselves on our professional relationships, reputation, and client references. We develop strong relationships with our clients and are often considered "an extension of staff." We are responsive to clients' concerns, available at any time to assist with unforeseen events and issues and are committed to doing whatever it takes to serve the client. Many of our "one-time" projects result in long-term on-going professional relationships with client communities.

Preliminary Scope of Work

Our Project Team recognizes the importance of using the planning process to establish community consensus and foster a sense of stewardship for the new **North Gateway Subarea Master Plan**. Our Scope of Work ensures that Gunnison County and City of Gunnison staff, citizens, property owners, community leaders, and elected and appointed officials are engaged at key phases of the planning process to help establish a vision and goal-oriented plan that will shape the future of the North Gateway for the County and City.

Our Project Team's planning process is organized around public engagement with the whole community and bolstered by a thorough understanding of the study area. Our process includes the development of a policy document with recommendations and design concepts that are actionable and fiscally grounded. Should the County and City favor our proposed approach, the Project Team will collaborate closely with staff and officials to further refine this process, ensuring that all local needs and state statutes and requirements are met. Each step of our proposed scope of work is presented in detail on the following pages.



STEP 1: PROJECT INITIATION

To “kick-off” the planning process off on the right foot, meetings will be conducted with key County and City staff and elected and appointed officials before engaging the Gunnison community and starting work on the **Master Plan**. It is anticipated that the meetings in Step 1 (1b-1d) will be conducted during the same trip.

1a: Staff Coordination Meeting

We will host a web meeting with staff assigned to the project at the beginning of the process to 1) review the project scope of work and confirm study area boundary; 2) discuss project goals, timeline, key deliverables, and data needs; 3) identify key issues and discuss recent property dynamics; 4) review administrative procedures; and 5) clarify outstanding matters. We intend to function as a unified and integrated team alongside County and City staff. As-needed check-in calls and/or web meetings will be held throughout the project to ensure a consistent communication process.

1b: Project Kick-Off and North Gateway Study Area Tour

The Project Team will meet with County and City staff assigned to the project before any other meetings or outreach. This meeting will allow staff and the Project Team to review and discuss issues pertaining to the scope of work, project schedule, and review consultant and client responsibilities. It will also allow the Project Team to discuss how existing plans and studies will tie into the new planning process and decide what needs to be revisited. This meeting should also include a tour of the North Gateway study area, to allow staff and the Project Team to experience the study area together and discuss conditions onsite.

1c: County and City Public Works Meeting

The Project Team will meet with key members of the County and City Public Works Departments. **Master Plan** recommendations will influence infrastructure extension and integration. Support and ongoing dialogue with both entities will be essential to the **Master Plan's** implementation.

1d: Joint Working Session – Board of County Commissioners, City Council, and County and City Planning Commissions

The Project Team will facilitate a roundtable discussion with County and City elected and appointed officials to introduce the team and solicit elected and appointed officials' concerns and aspirations for the study area. As the policymakers for the County and City, it is important that the Board, Council, and Planning Commissions have a chance to communicate and discuss their issues and concerns with the Project Team, as well as with each other, at the beginning of the process. Recognizing that these bodies meet on separate nights, the Project Team proposes holding a special work session and conducting these on the same night.

STEP 2: PUBLIC ENGAGEMENT

We will prioritize and are fully behind the County and City's commitment to meaningful public engagement. Our proposed outreach process includes both traditional (face-to-face) and web-based activities to obtain the broadest levels of participation in preparing the **Master Plan**. Community outreach takes place through the entire planning process, with this step providing the initial participation efforts and laying the foundation for the remaining steps.

2a: Project Website

At the beginning of the project, we will design and host a project website linked to the existing County and City websites; alternately, we can provide content for a dedicated page on the County's existing website. An interactive project website provides a home base for information regarding the **Master Plan**. This website will promote the planning process; provide project schedules and meeting dates; display draft documents; host map.social; and offer an online community questionnaire.

2b: Online Community Questionnaire

We will prepare an online questionnaire for the residents, business owners, and property owners to gather a community-wide opinion on a range of topics and issues pertinent to the study area. The online community questionnaire will be easily accessible on the project or County website. At the close of the questionnaire response period, we will review and summarize results in Step 2e as a gauge of community issues and key themes.



2c: map.social (Online Map-Based Engagement Platform)

We will feature map.social, a web-based community issues mapping tool. Developed by Houseal Lavigne, this tool will allow users to identify, map, and comment on the study area. Map.social simplifies the mapping process and familiarizes users with the study area in a manner that is exciting, interactive, and effective.

2d: Key Stakeholder Interviews and Small Focus Group Discussions (up to 12)

Key stakeholder interviews and focus group discussions allow us to gain insight into the study area that we might otherwise not be able to obtain. Key stakeholder interviews are conducted with one to two participants. Small focus groups are made up of two to four participants gathered around a specific topic. Up to 12 meetings will be conducted to obtain additional information regarding local issues and potentials. The Project Team will work with staff to identify the interviewees. We recommend a broad sampling of interviewees who may possess unique perspectives or special insights into the community and study area. Interviewees could include selected property owners, new or lifelong residents, business owners, and representatives from other government agencies, institutions, and/or civic groups. The interviews will be conducted in-person during scheduled visits (Step 1 or Step 3) or via telephone/web conference as needed.

2e: Planning Influences and Outreach Takeaways

This step will conclude in an Outreach Takeaways memo summarizing key themes and takeaways from all community outreach events and a Planning Influences Map. The Planning Influences Map will use data available from the County and City, and from Houseal Lavigne reconnaissance. The map will depict existing conditions influencing the subarea, such as protected lands, established roadways, and existing infrastructure. The Outreach Takeaways memo will provide focus and direction for the Land Use and Development Framework and serve as the cornerstone of the consensus-building process.

STEP 3: LAND USE AND DEVELOPMENT FRAMEWORK

Building on an assessment of the County and City's past plans, studies, and reports, and our team's familiarity with the **Gunnison 2030 Comprehensive Plan**, the Preliminary Land Use and Development Framework will respond to the conditions and planning influences assessed and discussed in previous steps. This Framework will address the issues and priorities discussed initially by County and City officials. The Preliminary Land Use and Development Framework will identify recommended land uses and development character for the study area, including the type, location, scale, and intensity of potential development.

3a: Land Use and Development Framework

Based on the outcome of the previous steps, the Land Use and Development Framework will include recommendations and policies for the North Gateway study area. The Land Use and Development Framework will form the core of the **Master Plan** and will define Functional Subareas within the study area. Each Functional Subarea will provide recommendations including desired use mix, development character, and intensity to establish the appropriate balance of residential, mixed use, and non-residential uses, including retail and commercial opportunities.

3b: Identification of Opportunity Sites

The **Gunnison 2030 Comprehensive Plan** identifies the County parcel north of Road 13A as a potential catalyst site. The site will be reevaluated and additional potential opportunity sites for development or redevelopment will be identified. The preliminary list of sites will be discussed with County and City staff along with the Joint Boards and Commissions and refined to focus on up to three sites, depending on size. Detailed conceptual models for the sites will be developed as part of Step 4.

3c: County and City Staff Review and Discussion

The Project Team will present and discuss the draft Preliminary Land Use and Development Framework before distribution to the Joint Boards and Commissions. This meeting will be a conference call/web meeting with County and City staff.

3d: Joint Working Session – Board of County Commissioners, City Council, and County and City Planning Commissions

In a meeting with the Joint Boards and Commissions, the Project Team will review and discuss the Planning Influences Map, Outreach Takeaways, Preliminary Land Use and Development Framework, and Opportunity Sites. Appropriate revisions will be made based on the joint group's feedback.

STEP 4: DRAFT MASTER PLAN AND CONCEPTUAL MODELS

This step will include the development of the draft **Master Plan** as well as conceptual models for the key opportunity sites.

4a: Draft Master Plan

Based on work and the results of the previous steps in the planning process, the draft **Master Plan** will be prepared for review and discussion. The draft **Master Plan** will be highly illustrative and include maps, graphics, photographs, and concise text to clearly and effectively communicate community planning and development concepts and recommendations and the overall character of desired study area. The following frameworks will build upon recommendations established in the **Gunnison 2030 Comprehensive Plan**, providing further detail and new direction where appropriate.

- **Transportation and Circulation Framework.** This framework will identify how linkages and future street grid connections can be created between various uses and properties in and around the study area and identify connections to regional open spaces and the downtown core in the City of Gunnison. This framework will prioritize bike, pedestrian, and transit mobility, safety, and circulation. The need for future bus stops along State Highway 135 will also be reviewed. As State Highway 135 is improved within the study area, opportunities for the design to incorporate elements that would support transit services along the roadways will be examined. The framework will provide recommendations for multi-modal transportation functionality and maintaining appropriate development transitions within and between the project area and the surrounding rural areas.
- **Infrastructure and Utilities Framework.** Recognizing the importance and cost of new infrastructure extension, this framework will provide a conceptual infrastructure extension and integration plan. Based on interviews and discussions with the County and City Public Works departments, the framework will include recommendations that reflect the community's reliance on wells for water and anticipate stormwater and sewer capacity needs in the study area.
- **Implementation Framework.** This framework will identify priorities, timelines, and strategies to assist the County and City in making decisions about the timing and location of development and capital improvements in the North Gateway study area, ensuring sustainable and incremental growth that "pays its own way." The *Capital Improvements Timeline* will include conceptual cost estimates for the improvements, and prioritizing projects based on short-term (0-5 years), mid-term (5-10 years), and long-term (10-20 years). This framework will include an audit of the *Land Development Code and County Land Use Resolution*, setting the stage for implementable design guidelines for the project area.

4b: Detailed Conceptual Models (2-3 sites)

Based on sites identified during Step 3b we will develop detailed conceptual models illustrating potential site configurations. The conceptual models will establish use programs, parcel division, lot/building orientation and layout, parking layout, access and circulation, buffering, landscaping, and open space/detention. The total number of concepts to be developed will vary depending on the complexity of the design exercise and the size of the selected sites.

4c: County and City Staff Review and Discussion

County and City staff and the Project Team will review the draft **Master Plan** and Detailed Conceptual Models. The review process may include one round of revisions before distribution to the Joint Boards and Commissions. This meeting will be a conference call/web meeting with County and City staff.

4d: Joint Working Session – Board of County Commissioners, City Council, and County and City Planning Commissions

A joint web meeting with the Board of County Commissioners, City Council, and County and City Planning Commissions will be conducted to review and discuss the draft **Master Plan**. Appropriate revisions will be made based on discussion, feedback, and direction given.

STEP 5: PREPARATION OF THE FINAL NORTH GATEWAY MASTER PLAN

Based on feedback from the previous Steps, we will prepare the **Master Plan** document for review and consideration.

5a: Public Open House

A Public Open House will be conducted to allow residents and stakeholders to review the draft **Master Plan**, ask questions, and provide feedback before the **Master Plan** is presented and considered at a public hearing.

5b: Final Plan and Adoption

The final **Master Plan** will be presented for consideration and adoption by the County and City Planning Commissions and Board of County Commissioners via the required public hearing and adoption process. The final document will be designed to be used both digitally and in paper form.

ADD ALTERNATE STEPS

We understand that while the primary goal of this project is to develop a plan that identifies the appropriate use types and densities in the North Gateway subarea, there are additional steps that would further the recommendations of the **Gunnison 2030 Comprehensive Plan** and meet the goals of the County and the City.

Alternate Step A: Development Plan for the Highway 50 Corridor

The Highway 50 Corridor is in the jurisdiction of Gunnison County and subject to the standards of the Gunnison County Land Use Resolution. Unlike the North Gateway, development is already occurring along the corridor and the land uses are largely established, including residential areas, lodging, and golf courses along the Gunnison River.

If this Alternate Step A is added, it is anticipated that initiation, public engagement, existing conditions assessment, visioning, and planning would be incorporated into the process along the same timeline as the North Gateway **Master Plan**. We will work with County and City staff to integrate the planning process for the Highway 50 Corridor growth area (from City limits to County Road 18) into the schedule for the overall project. Due to the built-out nature of the land uses along the corridor, detailed conceptual models are not anticipated for this step.

The following efforts would be included:

- **Additional Key Stakeholder Interviews and Small Focus Groups (up to 5)**
- **Draft and Final Highway 50 Corridor Development Plan.** It is anticipated that the Highway 50 Corridor Development Plan would include 1) a Land Use and Development Framework, 2) an Infrastructure and Utilities Framework, and 3) an Implementation Framework
- **Review and Adoption Process.** It is anticipated that the Project Team will conduct the review process with County and City Staff and the Joint Board of County Commissioners, City Council, and County and City Planning Commissions, aligning to the schedule established for Steps 4 and 5 of the master planning process.

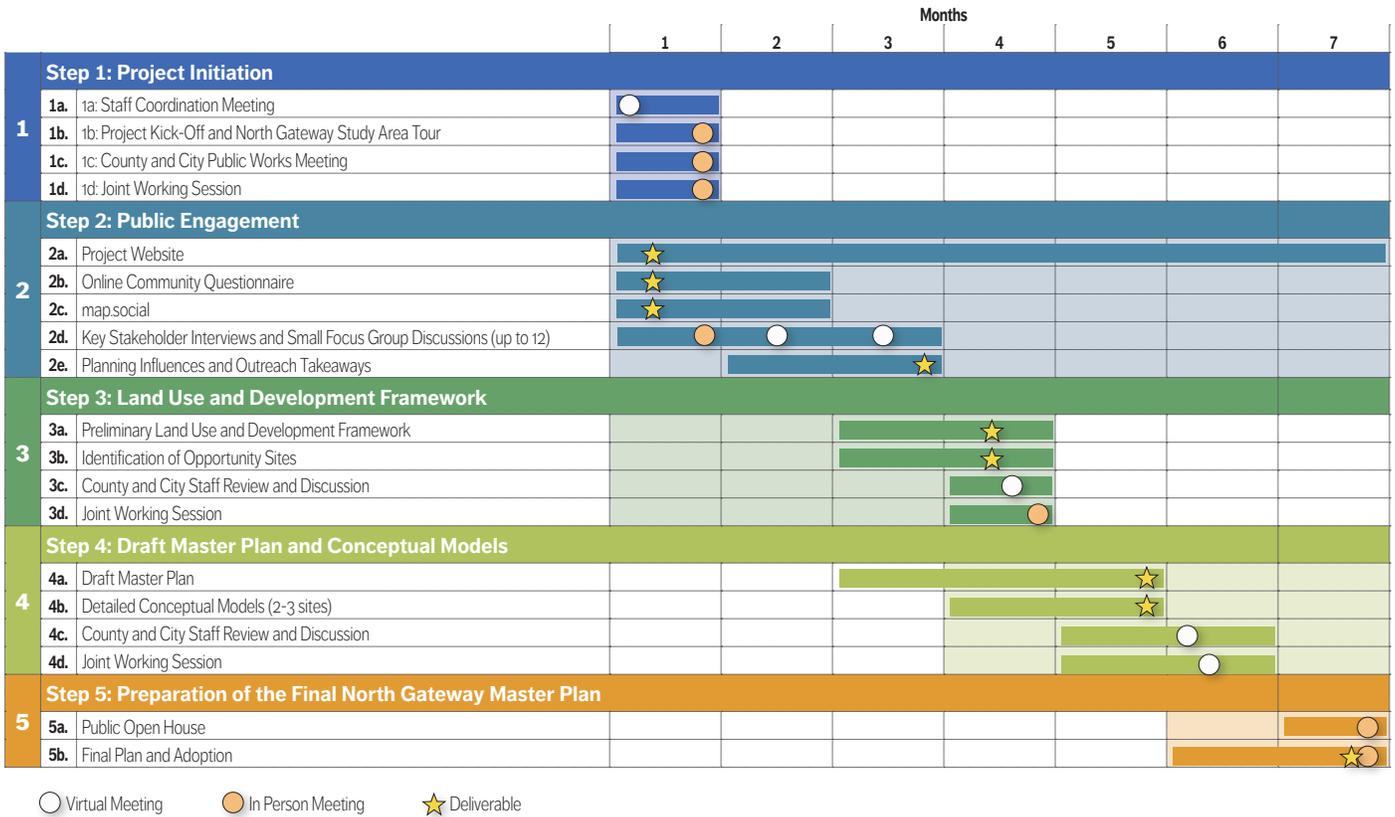
Alternate Step B: Three-Mile Plan Update

Since 1987, Colorado's annexation law has limited municipal annexations to no more than Three-Miles beyond the current municipal boundary in any given year. As with all municipalities in Colorado, Gunnison must prepare and adopt a three-mile plan before annexing property into their territorial boundaries. We understand that the North Gateway Area and the Highway 50 Corridor from City limits to County Road 18 are the primary priority annexation areas where the City wishes to grow over the long term. To update the Three-Mile Plan it is anticipated that the following steps will be required:

- **Coordination Meeting with County and City Staff.** This meeting would define the Priority Annexation Areas within the three-mile planning area. It is anticipated that this meeting would be conducted during Step 3 of the master planning process.
- **Draft Three-Mile Plan.** It is anticipated that this document will be an update of the 2003 Three-Mile Plan, incorporating guidance from the Gunnison 2030 Comprehensive Plan, and feedback received through the master planning process. This document would serve as the Intergovernmental Agreement for the three-mile planning area. The Three-Mile Plan will include a map of the City and County, the Three-Mile Planning Area, and the Priority Annexation areas within the boundary.
- **Joint Board of County Commissioners, City Council, and County and City Planning Commissions Meeting and Adoption.** These meetings would be conducted as scheduled during Steps 4 and 5 of the master planning process.

Preliminary Project Schedule

The project schedule below provides an overall framework to complete the proposed project approach. Should the County favor our basic approach, we will work with staff to refine the process and anticipated project schedule in a manner that is most advantageous to the project.



SECTION 5

PROPOSED COST

Proposed Cost

Houseal Lavigne proposes an estimated fee not to exceed **\$88,330** for the Gunnison County North Gateway Subarea Master Plan including all professional fees and project expenses. If the County favors our basic approach, we are willing to work with the County staff to amend our scope of work as necessary to meet any budgetary constraints.

Houseal Lavigne will provide monthly invoices to the County. Subconsultant fees will be included in Houseal Lavigne invoicing to the County, and paid on a monthly as-applicable schedule by Houseal Lavigne. Direct expenses for billable travel and direct project costs, such as necessary printing, are included in the overall not-to-exceed cost and will be identified as such on any applicable invoices.

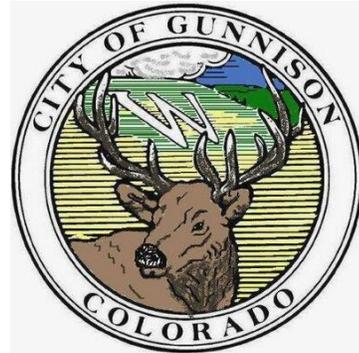
Project Fee Structure

Step	Cost
Step 1: Project Initiation	\$12,040
Step 2: Public Engagement	\$4,330
Step 3: Land Use and Development Framework	\$18,080
Step 4: Draft Master Plan and Conceptual Models	\$45,390
Step 5: Preparation of the Final North Gateway Master Plan	\$8,490
Total Professional Fees (Not to Exceed Cost)	\$88,330

Add Alternate Stpes

Step	Cost
Alternate Step A: Development Plan for the Highway 50 Corridor	\$21,630
Alternate Step B: Three-Mile Plan Update	\$15,740





Request for Proposals (RFP) for the Development of a
Subarea Master Plan

Gunnison County, Colorado

Release Date: December 15, 2021

Submittal Deadline: February 11, 2022

Prepared by:

Gunnison County

Community and Economic Development Department

221 N Wisconsin St. Suite D

Gunnison, CO 81230

Introduction

Gunnison County and the City of Gunnison have prioritized the development of the north Gunnison subarea (as described in the City of Gunnison’s 2030 Comprehensive Plan) for future development and potential annexation. The area is located along State Highway 135 and is experiencing increasing development pressure. The City and the County are seeking to create a plan that reflects the community values of avoiding sprawl and supporting development patterns that are similar to those within the city limits. The Comprehensive Plan states, “The North Gateway Subarea largely defines the area where the City will consider annexation and incremental growth within the three-mile area. Should parcels in the North Subarea be annexed into the City, their land use and zoning designations should reflect similar use and level of intensity to adjacent land uses currently within the municipal boundary.”

The Gunnison County Board of Commissioners adopted the 2019 Gunnison County Strategic Plan and result D.4.:

“By December 31, 2020, Gunnison County will establish a regulatory framework to encourage and direct industrial and commercial development into existing platted or zoned areas and enable opportunities for new commercial and industrial developments and newly developed Special Geographic Areas in order to:

- a) Preserve our rural heritage.*
- b) Protect our community corridors (Hwy 50 and Hwy 135) and view sheds along those corridors.*
- c) Support the community values described in the One Valley Prosperity Strategy.*
- d) Support compact development patterns.”*

The City of Gunnison’s Comprehensive Plan states:

“By 2030 Gunnison’s residents and guests will experience a vibrant western community where we live, learn, and earn in harmony with our incredible natural surroundings. Gunnison and Western Colorado University will be recognized together as a strong and vibrant premier “university town” in the Colorado Rocky Mountains. In the future, we will realize:

- Increasing prosperity through an abundance of entrepreneurs creating and bringing jobs and investments to our community.*
- Attainable housing for each of our residents and employees.*
- Thoughtfully planned development, which is supported by our natural and man-made resources, enhanced by our character and image as a charming mountain community, and maintained by our exceptional sense of place.*
- Safe interconnected trails, sidewalks, roads, and transit systems, which provide enjoyable and intuitive access to all areas of the community.*
- A sustainable, carbon neutral future addressing energy and water resource consumption to be resilient to climate change.*

- *A long term growth plan for the City to incrementally and responsibly expand beyond the current City limits and make informed decisions in conjunction with the County for the three mile area.”*

Project Goals and Scope

The City of Gunnison Comprehensive Plan describes the north Gunnison subarea as the area from the north City boundary along Highway 135 to the Gunnison River. Currently, this area includes residential development, agricultural uses, and some commercial uses.



Community outreach conducted as part of the 2016 One Valley Prosperity Project and the City of Gunnison 2030 Comprehensive Plan (Comp Plan), showed strong support among the community for incremental growth of the City to the north in a manner that prioritizes infill within the City first. Additionally, the public prioritized and supported: multi-modal

connectivity, street/grid connection and extension, extension of City design standards. The Comp Plan notes that the north Gunnison subarea “should provide broad potential for walkable neighborhoods, missing middle, and multi-family, including seniors and students.” The project area is in the jurisdiction of Gunnison County and subject to the standards of the Gunnison County [Land Use Resolution](#) and the City and County have an existing [Intergovernmental Agreement](#) for the three-mile planning area that will need to be updated. The primary goals of this project are to develop a plan that identifies the appropriate use types and densities in the subarea. The goal of the City and County are that the project shall be completed within 9 months of the issuance of the RFP. The scope of work will include, at a minimum, the following outcomes:

- Project management: The Consultant will be responsible for the development and facilitation of the project schedule, and coordination of all activities, tasks, meetings, and deliverables with the County and City’s designated Project Manager.
- Public engagement: The Consultant will be responsible for developing and managing a public input process that will include public meetings with the County and City Planning Commissions and Board of County Commissioners and City Council as well as outreach to strategic stakeholder groups.
- Conceptual infrastructure extension and integration plan with staff input from the City and County Public Works departments.
- Recommendations for use types and locations in subarea and any associated permitting/entitlement process to streamline processes.
- Capital Improvements: A recommended timeline for capital improvements to accommodate sustainable, incremental growth that pays its own way.
- Street connections: Recommendations on implementation and planning for future street/grid connection in the subarea.
- Multi-modal connection: Conduct an analysis of the circulation patterns for bike, pedestrians, bus, and parking, to include the downtown core area and connecting streets
- Coordination and integration of outcomes from consultant team working with CDOT, the County, and City on a Multimodal Access Control Plan for HWY 50 and 135.
- Recommending changes to the current Intergovernmental Agreement for the three-mile planning area.

Relevant Plans and Documents

The scope of work shall be informed by the following:

- [City of Gunnison 2030 Comprehensive Plan](#)

- [City of Gunnison & Gunnison County 3 Mile Plan](#)
- City of Gunnison [Land Development Code](#)
- 2021 Housing Needs Market Update
- [2016 Housing Needs Assessment](#)
- Gunnison County [Land Use Resolution](#)
- Gunnison County Board of Commissioners [Strategic Plan](#)
- 2022 CDOT Access Plan
- City of Gunnison infrastructure plan
- [2016 One Valley Prosperity Strategy](#)

ADD ALTERNATE

The add alternate project area is in the jurisdiction of Gunnison County and subject to the standards of the Gunnison County [Land Use Resolution](#) and the City and County have an existing [Intergovernmental Agreement](#) for the three-mile planning area that will need to be updated. The primary goal of this project is to develop a plan that identifies the appropriate use types and densities in the North subarea (City limits to the Gunnison River).

The City of Gunnison would like to build upon the work done for the north subarea to also complete a Three Mile Plan as recommended in the 2020 City of Gunnison Comprehensive Plan, and study of the areas west of City limits.

As an Add Alternate, the proposer will

- Additionally evaluate development potential for areas adjacent to city limits to the west on HWY 50 to County Road 18, taking into consideration the realities of utility delivery and capacity and multimodal access.
- Create an update of the Three Mile Plan to function as an effective enforcement tool for achieving project goals.

We request as part of this RFP submittal that a separate cost proposal will be included for these alternate scope items.

Submittal Information

Important Dates

RFP Release Date: December 15, 2021

Questions Due: January 14, 2022

Responses to Questions Due: January 21, 2022

Proposals Due: February 11, 2022

Proposal Requirements

1. Letter of Proposal and Commitment: This letter should identify the firms and key staff who will be working on the project, and commit them for the duration of the project, if selected. The letter should also state that the firm has read and understands the requirements of the RFP. This letter must be signed by a duly authorized official of the appropriate firm.
2. Qualifications: This refers to the ability of the proposer to meet the terms of the RFP, and should include at least three examples of projects (with contact information for lead client staff contact of such projects) completed within the past five years that will confirm the proposer's expertise in providing comprehensive planning services. Examples must be specific to the key staff identified in (1) and be at or near completion at the time of submitting the RFP.
3. Methodology and Approach: Provide a comprehensive description of proven methods and plans for carrying out the Project Scope as detailed above. Philosophical approach to individual and team work should be considered as a part of this request.
4. Additional Items: Include all other pertinent information regarding this RFP, particularly anything that the proposer feels addresses why its business or team would be a good match for this project.
5. Schedule: Proposer shall submit a preliminary timeline of dates and schedule for the planning process including, but not limited to, start date, proposed end date, public meeting dates, draft product dates, etc.
6. Rate Schedule: Proposer shall submit a schedule of rates and total costs applicable to the RFP. Rates shall reflect the allocation of key staff personnel and subcontractors to the project. This schedule of rates should include all information regarding reimbursable, ancillary services, payment schedules to subcontractors, add-ons, etc.
7. Add Alternate: Cost proposal to include additional master planning assessment to the West of city limits on Highway 50 to County Road 18, and an update of the Three Mile Plan and City/County IGA to function as an effective enforcement tool for achieving project goals

Proposals and questions shall be submitted in digital form to:

Cathie Pagano, Director of Community and Economic Development

cpagano@gunnisoncounty.org

970-641-7985

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Extension of Term; Option Letter #1, Department of

Action Requested: Discussion

Parties to the Agreement: Department of Health Care Policy and Financing

Term Begins: 07/01/2022

Term Ends:

Grant Contract #: Option letter 1 to Original 22-1

Summary:

Want to make sure Finance, County Attorney and the Board are aware of the extension. In accordance with Section 2.C. of the Original Contract referenced above. the State hereby exercises its option for an

Fiscal Impact:

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 6/30/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 6/30/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/1/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 7/5/2022

OPTION LETTER #1

State Agency Department of Health Care Policy and Financing	Option Letter Number 1
Contractor Gunnison County	Original Contract Number 2021CMIP026
Current Contract Maximum Amount Initial Term State Fiscal Year 2021 \$18509.67	Option Contract Number 2021CMIP026OL1
Extension Terms State Fiscal Year 2022 \$18509.67 State Fiscal Year 2023 \$18509.67	Contract Performance Beginning Date The Effective Date or July 1, 2022, whichever is later.
Total for All State Fiscal Years \$55529.01	Current Contract Expiration Date June 30, 2023

1. OPTIONS:

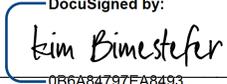
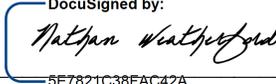
A. Option to extend for an Extension Term

2. REQUIRED PROVISIONS:

A. In accordance with Section 2.C. of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning July 1, 2022 and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

3. OPTION EFFECTIVE DATE:

A. The effective date of this Option Letter is upon approval of the State Controller or July 1, 2022, whichever is later.

<p>STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>DocuSigned by:  0B6A84797EA8493...</p> <p>By: _____ Date: <u>6/28/2022</u></p>	<p>In accordance with C.R.S. §24-30-202, this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by:  5E7821C38FAC42A...</p> <p>By: _____ Option Effective Date: <u>6/28/2022</u></p>
--	--

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: USDA, Forest Service Grand Mesa, Uncompahgre, and

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the agreement pgs 2-3 for the list of areas to be patrolled.

Fiscal Impact: \$5,500

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 6/30/2022

County Attorney Review:

Required

Not Required

Comments:

Not spotting legal issues in what has been submitted. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 6/28/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/1/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 7/5/2022



FS Agreement No. 20-LE-11020400-022

Cooperator Agreement No. _____

EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN
Between The
GUNNISON COUNTY SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE
GRAND MESA, UNCOMPAHGRE AND GUNNISON NATIONAL FORESTS**

2022 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Gunnison County Sheriff's office, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Grand Mesa, Uncompahgre and Gunnison National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #20-LE-11020407-022 executed on July 9, 2020. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning on the date of the last signature and ending December 31, 2022.

Previous Year Carry-over: \$1,431.13
Current Calendar Year Obligation: \$ 4068.87
CY2022 Total Annual Operating Plan: \$5,500

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
John Gallowich, Sheriff 510 Bidwell Gunnison, CO 81230 Telephone: 970-641-1113 FAX: 970-641-7649 Email: jgallowich@gunnisoncounty.org	Adam Murdie, Under Sheriff 510 Bidwell Gunnison, CO 81230 Telephone: 970-641-1113 FAX: 970-641-7649 Email: amurdie@gunnisoncounty.org



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
<p>Brandon Cervantes, Patrol Captain 2250 S Main St Delta, CO 81416 970-874-6624 FAX: 970-874-6698 Email: brandon.cervantes@usda.gov</p> <p>Field Contact Mike Fuller 216 N Colorado St Gunnison, CO 81230 970-642-4428 Fax: 970-642-4469 Email: michael.fuller@usda.gov</p>	<p>Merna Fehlmann 2250 S Main St Delta, CO 81416 970-874-6606 FAX: 970-874-6686 Email: merna.fehlmann@usda.gov</p> <p>Payment Approver Brandon Cervantes 970-874-6624 Email: brandon.cervantes@usda.gov</p> <p>Alternate Payment Approver (in NRM) Misty Mitchell 970-874-6638 Email: misty.mitchell@usda.gov</p>

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Wages at the prevailing rate of \$45 per hour

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities and day-to-day needs of both Gunnison County Sheriff and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following roads:

- Taylor Canyon/Taylor Park area, FDR #742, Rocky Brook/Spring Creek road, FDR #744/748
- Pitkin area, FDR #765 from Pitkin to Quartz Creek Campground
- Crested Butte area, FDR #317, from Gothic Town Site to Schofield Pass.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:



- Taylor Canyon/Taylor Park Campgrounds – all campgrounds including Spring Creek and Almont Campgrounds
- Crested Butte Area – Gothic, Cement Creek and Lake Irwin Campgrounds
- Paonia Patrol Area – Erickson Springs, McClure Pass, Lost Lake Campgrounds
- Pitkin/Ohio City Area – Quartz Creek, Pitkin, Gold Creek and Middle Court Campgrounds

Total reimbursement for this category shall not exceed the amount of: **\$5,500.00.**

III. TRAINING:

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Not Applicable this year

Total reimbursement for this category shall not exceed the amount of: Not Applicable

IV. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

Not Applicable this year

Total reimbursement for this category shall not exceed the amount of: Not Applicable

V. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

- 1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.



- 2. **Fire Emergency:** During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator’s resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

- 3. **Group Gatherings:** This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. Reimburse the Cooperator for actual expenses incurred, not to exceed the amount shown in the Annual Operating Plan (AOP). The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator’s actual expenditures to date of the invoice, displayed by separate cost elements as documented in the AOP, less any previous U.S. Forest Service payments.
Please put FS Agreement Number and performance dates on the invoice.

B.

Submit original invoice(s) for payment to:	Send copy to:
USDA, Forest Service Albuquerque Service Center Payments – Grants & Agreements 101B Sun Avenue NE Albuquerque, NM 87109 FAX: (877) 687-4894 E-Mail: asc_ga@fs.fed.us	Brandon Cervantes, Patrol Captain U.S. Forest Service Southwest Zone 2250 S Main St Delta, CO 81416 Phone: 970-874-6624 E-Mail: brandon.cervantes@usda.gov



The authority and format of this agreement have been reviewed and approved for signature.

Merna Fehlmann Digitally signed by Merna Fehlmann
Date: 2022.05.17 08:03:41 -06'00'

Merna Fehlmann
U.S. Forest Service Grants Management Specialist
Merna Fehlmann

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD), or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Department of Military and Veterans Affai

Action Requested: Discussion

Parties to the Agreement: DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

Term Begins: 07/01/2022

Term Ends:

Grant Contract #:

Summary:

-The Colorado Department of Military and Veterans Affairs has reviewed your grant request for funds in support of your veteran program. I am pleased to inform you that the Department approved your grant in the amount of \$35,000.00 for the services defined in

Fiscal Impact:

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 7/1/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/1/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/1/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 7/5/2022

STATE OF COLORADO

DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

6848 South Revere Parkway
Centennial, Colorado 80112
Phone (720) 628-1480



June 15, 2022
Gunnison County Veterans Services
Gunnison, CO

Subject: Grant Award and Letter of Instruction

Dear Grantee:

The Colorado Department of Military and Veterans Affairs has reviewed your grant request for funds in support of your veteran program. I am pleased to inform you that the Department approved your grant in the amount of **\$35,000.00** for the services defined in the grant application including the provision of dental care and treatment.

In accordance with the Department's policy, monies can only be used for Colorado Veterans with an other than dishonorable discharge and are accounted for upon receipt of acceptable proof of expenditure. All expenditures must have documentation supporting the expenditure and in accordance with the scope of work. No additional requirements such as organization membership may be imposed upon a veteran to receive assistance. You will receive a Grantee Handbook with additional details of grant requirements. There will also be a required Webinar training provided.

Services provided may not duplicate services obtained through the VA, insurance or other funding source. **Veteran related expenses cannot be reimbursed by VAG funds if receiving reimbursement through the VA.**

Reimbursement of funds must be completed by June 15, 2023. A full and final accounting for all funds must be provided to the Department of Military and Veterans Affairs not later than **June 15, 2023**. All requests for reimbursement must be submitted via the email address: Grant.reimbursement@dmva.state.co.us

The grant agreement is unilateral, meaning that the full terms of the agreement are automatic upon receipt. You **do not** need to sign or return any copies of the agreement. No funds may be expended or disbursed until the start date of the agreement, which is **July 1, 2022**. Expenditures or expenses incurred prior to the agreement start date cannot be reimbursed. The Colorado Department of Military and Veterans Affairs will disburse the money through the State Controllers Office.

Quarterly reports are due in accordance with the agreement, 15 days after the completion of the quarter with the first report due October 15, 2022 and a final report due July 15, 2023 at the end of the fiscal year. The final report must include a compilation of the information for the entire grant period. Reports are to be sent to the Grant Administrator.

If there are any questions, please contact Lisa Stamm, the Grant Administrator at (720) 628-1480.

Sincerely,

Nicholas Severn

Nicholas Severn
DMVA Procurement.

State of Colorado Small Dollar Grant Award Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDENDUM 1:

Additional Terms & Conditions for Information Technology

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Weed Agreement regarding Undesir

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Towns of Pitkin & Crested Butte, City of Gunnison

Term Begins: 01/01/2022

Term Ends:

Grant Contract #:

Summary:

Signed agreements have been received from the towns of CB and Mt. CB and City of Gunnison.

Fiscal Impact: \$14,676.00

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 6/30/2022

County Attorney Review:

Required

Not Required

Comments:

This agreement could be better written, but minimally legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 6/30/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/1/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 7/5/2022

**INTERGOVERNMENTAL AGREEMENT
REGARDING UNDESIRABLE PLANT MANAGEMENT
2022**

THIS AGREEMENT, made and entered this _ day of ___, 2022, by and among the Board of County Commissioners of Gunnison County ("Gunnison County"), the Board of County Commissioners of Saguache County ("Saguache County"), the Board of County Commissioners of Hinsdale County ("Hinsdale County"), the Town of Crested Butte, the Town of Mt. Crested Butte, City of Gunnison, and the Town of Pitkin all of which are either a County, or a statutory or home rule city, or a statutory town or home rule town, or a territorial charter municipality, and all of which are organized under and by virtue of the laws of the State of Colorado,

WITNESSETH:

WHEREAS, each of the party counties is obligated pursuant to C.R.S. § 35-5.5-101 *et seq.* (hereinafter referred to as the "Act") to adopt a noxious weed management plan for all of the unincorporated lands within the respective counties; and

WHEREAS, each of the party cities and towns is obligated pursuant to the Act to adopt a noxious weed management plan for all lands within the territorial limits of the respective municipalities; and

WHEREAS, each of the parties has other specified powers, authorities and obligations pursuant to the Act including but not limited to formation of undesirable plant management advisory commissions; and

WHEREAS, pursuant to C.R.S. 29-1-201 *et seq.*, and C.R.S. § 29-20-101 *et seq.*, C.R.S. § 35-5.5-105(3) and C.R.S. § 35-5.5-106(3) and other applicable law, each of the parties herein may cooperate with another party herein or other parties herein for the exercise or satisfaction of any or all of the powers, authorities and obligations granted or imposed by C.R.S. § 35-5.5-101 *et seq.*; and

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that the parties agree to cooperate among themselves for the exercise or satisfaction of any or all of the powers, authorities and obligations imposed by the Act;

NOW, THEREFORE, in consideration of their mutual covenants, the parties agree as follows:

1. This Intergovernmental Agreement shall govern the relationship between the parties for the management of undesirable plants within the entirety of the Gunnison River Basin Watershed as follows:
2. a. Each of the parties hereby jointly and severally appoints the Gunnison Watershed Weed Commission, a.k.a Gunnison Basin Weed Commission (hereinafter referred to as the "Commission") as the Commission required by the Act for the Gunnison River Basin Watershed.

b. Each of the parties hereby jointly and severally appoints the Board of County Commissioners of Gunnison County as the local authority required by the Act for the Gunnison River Basin Watershed.

c. The membership of the Commission shall be:

- (i) Lorraine Rup (Gunnison County Representative);
- (ii) _____ (Gunnison County Representative);
- (iii) Tom Walker (Appointed by Gunnison County);
- (iv) _____ (Vacancy, appointed by Gunnison County);
- (v) Alice Curry (Hinsdale County Representative);
- (vi) _____ (Saguache County Representative);
- (vii) Ex-officio Representatives from:

Bureau of Land Management, US Forest Service, Natural Resource Conservation Service, National Park Service, City of Gunnison, Colorado Department of Parks & Wildlife, Town of Mt. Crested Butte, Town of Crested Butte, CSU Extension, CB Land Trust, Rocky Mountain Biological Lab, Gunnison Conservation District, and Colorado Department of Transportation.

Each Gunnison County representative may be succeeded by a Gunnison County representative; the Saguache County representative and the Hinsdale County representative may be succeeded by a representative from their respective county.

In the case of a tie vote, the issue shall be decided by the Board of County Commissioners of Gunnison County.

d. The Commission shall elect a Chairman and Secretary. A majority of the members of the Commission shall constitute a quorum for the conduct of business.

e. The Commission shall have all of the powers and duties specified in C.R.S. 35-5.5-107(4)(a), (b) and (c). In the event of any conflict between this Agreement and C.R.S. § 35-5.5-107, the latter shall control.

f. The Commission shall consult with and report to each of the parties regarding the annual budget required to perform this Intergovernmental Agreement, the management plan, management criteria, management practice and any other major decision or recommendation of the Commission. Such consultation and reporting shall not necessarily be in person but may be in writing or by telephone.

3. The parties hereto authorize Gunnison County to be the sole and final authority to approve, modify and supervise the day-to-day conduct and provision of services required by this Intergovernmental Agreement including, but not limited to, the authority to select, contract with, and compensate the personnel, including administrative personnel, public or private, who shall perform the work necessary to accomplish the ends of the Act. Each of the parties expressly authorizes Gunnison County to enter into such contracts and

provide such compensation on behalf of that respective party providing that such actions do not require expenditures exceeding the annual budget.

4. Gunnison County will furnish to each of the parties an annual report of activities, costs and expenses of personnel, including administrative personnel, who perform the work necessary to accomplish the ends of the Act.
5. Gunnison County will charge a rate of \$117.50/hour for noxious weed management, including all associated labor, equipment, materials, and administration. Each of the parties agrees to pay or to reimburse Gunnison County, no later than December 31, 2022, for a share of such activities, costs and expenses as follows:

Hinsdale County -	\$ 1,880.00 (16 hours)
Saguache County -	\$ 3,055.00 (26 hours)
Town of Crested Butte -	\$ 12,913.00 (110 hours)
Town of Mt. Crested Butte -	\$ 14,707.00 (126 hours)
City of Gunnison -	\$ 1,410.00 (12 hours)
Town of Pitkin -	\$ 353.00 (3 hours)

Each party shall be ultimately and solely responsible for all additional costs required for control of undesirable plants pursuant to C.R.S. 35-5.5-109 within the jurisdiction of that party. If scheduling allows, Gunnison County may be available for weed management work, in addition to the hours listed above, at the same hourly rate.

Payments to Gunnison County shall be in the form acceptable to Gunnison County.

6. No provision of this Agreement is or shall be construed to be a waiver of sovereign immunity pursuant to C.R.S. § 24-10-104. Each party hereto shall be responsible to defend itself, at its sole cost, in any action or claim arising from or under any activity pursuant to this Agreement. Neither Gunnison County nor any of its officers, employees or agents shall have any liability whatsoever under this Agreement different in any kind or nature whatsoever than any other party or officer, employee or agent of any other party.
7. The term of this Agreement shall be from January 1, 2022 through December 31, 2022, with work performed during May 1 through October 30, 2022. Any party may terminate its participation in this Agreement upon ninety (90) days written notice, by certified mail, to each of the other participating parties. Such termination shall require a cessation of activity under this Agreement within the jurisdiction of the terminating party but shall not require, in any circumstance, a return or reimbursement to the terminating party of moneys already paid pursuant to paragraph 5 above.
8. This Agreement may be signed in a series of originals; that is, not all of the parties are required to sign a single original. This Agreement becomes effective to a particular party upon its signature to an original.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY

Chairperson _____

ATTEST:

Deputy Clerk _____

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF SAGUACHE COUNTY

Chairperson _____

ATTEST:

Deputy Clerk _____

Date: _____

TOWN OF MT. CRESTED BUTTE

Chairperson _____

ATTEST:

Deputy Clerk _____

Date: _____

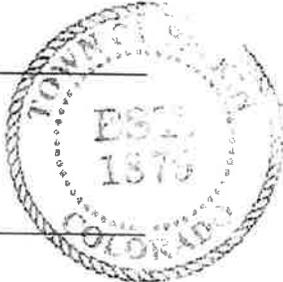
TOWN OF PITKIN

Tom Gilb
Chairperson

ATTEST:

Sita
Deputy Clerk

Date: 6/13/2022



BOARD OF COUNTY COMMISSIONERS
OF HINSDALE COUNTY

Chairperson _____

ATTEST:

Deputy Clerk _____

Date: _____

TOWN OF CRESTED BUTTE

Chairperson _____

ATTEST:

Deputy Clerk _____

Date: _____

CITY OF GUNNISON

Chairperson _____

ATTEST:

Deputy Clerk _____

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF SAGUACHE COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

TOWN OF MT. CRESTED BUTTE

Chairperson

ATTEST:

Deputy Clerk

Date: _____

TOWN OF PITKIN

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF HINSDALE COUNTY**

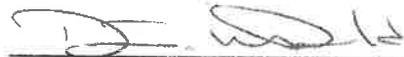
Chairperson

ATTEST:

Deputy Clerk

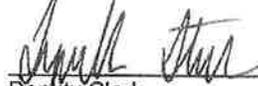
Date: _____

TOWN OF CRESTED BUTTE



Chairperson

ATTEST:



Deputy Clerk

Date: 6.23.2022

CITY OF GUNNISON

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF SAGUACHE COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

TOWN OF MT. CRESTED BUTTE

Chairperson

ATTEST:

Deputy Clerk

Date: _____

TOWN OF PITKIN

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF HINSDALE COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

TOWN OF CRESTED BUTTE

Chairperson

ATTEST:

Deputy Clerk

Date: _____

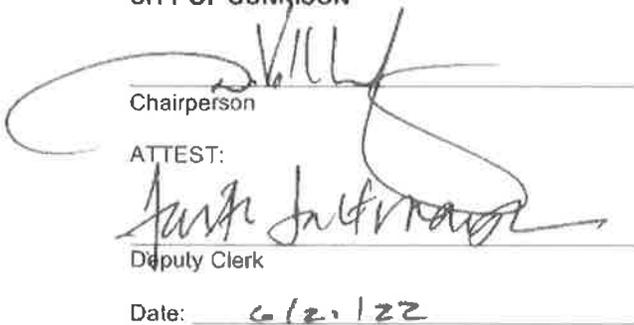
CITY OF GUNNISON

Chairperson

ATTEST:

Deputy Clerk

Date: 6/21/22

Handwritten signatures and date for the City of Gunnison. The signature for the Chairperson is written over the line. The signature for the Deputy Clerk is written below the line. The date is written as 6/21/22.

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF SAGUACHE COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

TOWN OF MT. CRESTED BUTTE

Chairperson

ATTEST:

Deputy Clerk

Date: _____

TOWN OF PITKIN

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF HINSDALE COUNTY**

Victor M. Bl...

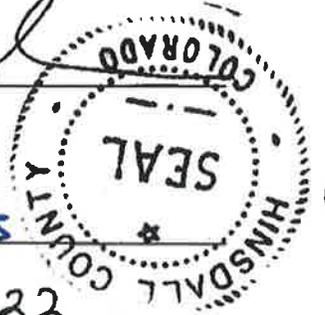
Chairperson

ATTEST:

Jan Roberts

Deputy Clerk

Date: 6-29-22



TOWN OF CRESTED BUTTE

Chairperson

ATTEST:

Deputy Clerk

Date: _____

CITY OF GUNNISON

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF SAGUACHE COUNTY**



Chairperson

ATTEST:



Deputy Clerk

Date: 06-28-2022

TOWN OF MT. CRESTED BUTTE

Chairperson

ATTEST:

Deputy Clerk

Date: _____

TOWN OF PITKIN

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF HINSDALE COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

TOWN OF CRESTED BUTTE

Chairperson

ATTEST:

Deputy Clerk

Date: _____

CITY OF GUNNISON

Chairperson

ATTEST:

Deputy Clerk

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of County Manager's Signature; First

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is the first of two documents titled "First Amendment to Sit and Improvement Lease Agreement" which CM Birnie signed for a real estate transaction

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Defer to our outside counsel, but not spotting any legal issues. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/1/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 7/1/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 7/5/2022

AFTER RECORDATION PLEASE RETURN TO:

Sherman & Howard L.L.C.
633 Seventeenth Street, Suite 3000
Denver, Colorado 80202
Attention: David K. Lucas, Esq.

Pursuant to Section 39-13-104(1)(j), Colorado Revised Statutes, this Site and Improvement Lease Agreement is exempt from the documentary fee.

FIRST AMENDMENT TO SITE AND IMPROVEMENT LEASE AGREEMENT

DATED AS OF JUNE 30, 2022

BETWEEN

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

AND

**UMB BANK, N.A.,
SOLELY IN ITS CAPACITY AS TRUSTEE UNDER THE INDENTURE,
AS LESSEE**

This **FIRST AMENDMENT TO SITE AND IMPROVEMENT LEASE AGREEMENT** dated as of June 30, 2022 (this “First Amendment to Site Lease”), is by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO**, a county duly organized and validly existing under the Constitution and laws of the State of Colorado (the “County”), as lessor, and **UMB BANK, N.A.**, Denver, Colorado, a national banking association duly organized and validly existing under the laws of the United States of America, solely in its capacity as trustee under the Indenture (the “Trustee”), as lessee.

PREFACE

Unless the context otherwise requires, capitalized terms used herein shall have the meanings ascribed to them herein and in the Lease Purchase Agreement, dated as of February 8, 2019, between the Trustee, as lessor, and the County, as lessee (the “Lease”).

RECITALS

1. Pursuant to the Site Lease, the County leased the Leased Property to the Trustee. The Site Lease was recorded in the real property records of Gunnison County, Colorado on February 11, 2019 as Instrument No. 658635.

2. The Site Lease contains a legal description of the Leased Property in Exhibit A thereto. Such legal description inadvertently contains a small parcel of land that was transferred to the State of Colorado that should not constitute a portion of the Leased Property.

3. The legal description set forth in Exhibit A to the Site Lease is being amended pursuant to the terms of this First Amendment to Site Lease to exclude the inadvertent parcel.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. Amendment to Legal Description of Leased Property. The legal description of the Leased Property set forth in Exhibit A to the Site Lease is hereby substituted and replaced by the legal description set forth in Exhibit A attached hereto.

Section 2. Ratification. Except as set forth in this First Amendment to Site Lease, all provisions of the Site Lease are hereby ratified and confirmed.

Section 3. Execution. This First Amendment to Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same First Amendment to Site Lease.

Section 4. Governing Law. This First Amendment to Site Lease shall be governed by and construed in accordance with the law of the State of Colorado without regard to choice of law analysis.

Section 5. No Waiver of Governmental Immunity. No provision of this First Amendment to Site Lease shall act or be deemed to be a waiver by the County of the Colorado Governmental Immunity Act, CRS 24-10-101, et seq.

Section 6. Electronic Transactions. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, teletypes, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, the County and the Trustee have caused this First Amendment to Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

THE BOARD OF COUNTY
COMMISSIONERS OF THE COUNTY
OF GUNNISON, COLORADO,
as Lessor

UMB BANK, N.A., solely in its capacity as
Trustee under the Indenture, as Lessee

By:



County Manager

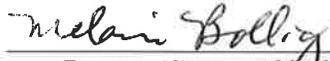
By:

Title: Senior Vice President

[SEAL]

ATTEST:





Deputy County Clerk and Recorder

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 30th day of June, 2022, by Matthew Birnie, as County Manager for and on behalf of The Board of County Commissioners of the County of Gunnison, Colorado.

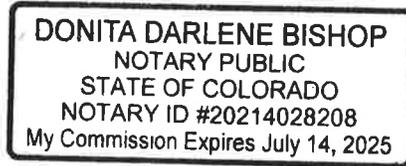
WITNESS my hand and official seal.

(SEAL)



Notary Public

My commission expires: July 14, 2025

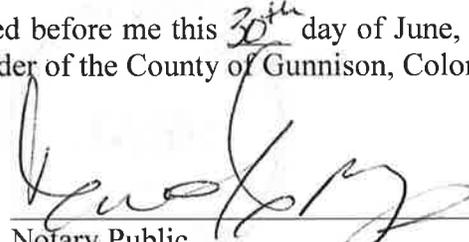


STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 30th day of June, 2022, by Melanie Bollig, as Deputy County Clerk and Recorder of the County of Gunnison, Colorado.

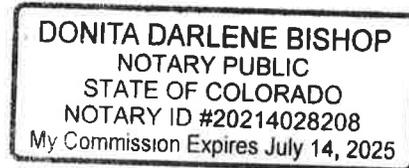
WITNESS my hand and official seal.

(SEAL)



Notary Public

My commission expires: July 14, 2025



STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ___ day of June, 2022, by _____, as an authorized officer of UMB Bank, n.a., as Trustee.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My commission expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of the following real property and any buildings and improvements located thereon from time to time:

(PARCEL 1):

A TRACT OF LAND SITUATE IN THE NW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST OF THE 6TH P.M., MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST $\frac{1}{4}$ CORNER OF SECTION 12; THENCE NORTH 89°11'18" WEST 2471.75 FEET ALONG THE NORTH LINE OF THE SE $\frac{1}{4}$ OF THE SAID SECTION 12 TO THE WEST RIGHT-OF-WAY OF HIGHWAY 135; THENCE SOUTH 61°23'00" EAST 111.25 FEET ALONG THE WEST RIGHT-OF-WAY OF HIGHWAY 135 AND THE EAST LINE OF BOOK 374 AT PAGE 65 TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 61°23'00" EAST 135.25 FEET ALONG THE WEST RIGHT-OF-WAY OF HIGHWAY 135 TO A POINT; THENCE SOUTH 47°46'00" EAST 15.81 FEET ALONG THE WEST RIGHT-OF-WAY OF HIGHWAY 135; THENCE SOUTH 30°37'10" WEST 599.10 FEET TO THE EAST LINE OF THE TRACT OF THE LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 7, 1964 BOOK 374 AT PAGE 65; THENCE NORTH 00°51'17" WEST 158.18 FEET ALONG THE EAST LINE OF THE TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 7, 1964 BOOK 374 AT PAGE 65 TO A POINT; THENCE NORTH 22°15'00" EAST 467.62 FEET ALONG THE EAST LINE THE TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 7, 1964 BOOK 374 AT PAGE 65 TO THE TRUE POINT OF BEGINNING,

EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO IN WARRANTY DEED RECORDED NOVEMBER 20, 1995 IN BOOK 774 AT PAGE 173,

COUNTY OF GUNNISON
STATE OF COLORADO.

(PARCEL 2):

A TRACT OF LAND LOCATED IN THE NW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST, 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE E $\frac{1}{4}$ CORNER OF SAID SECTION 12; THENCE NORTH 89°11'18" WEST 2471.75 FEET ALONG THE NORTH LINE OF THE SE $\frac{1}{4}$ OF SAID SECTION 12 TO THE WEST RIGHT OF WAY OF HIGHWAY 135; THENCE SOUTH 61°23'00" EAST 111.25

FEET ALONG THE WEST RIGHT OF WAY HIGHWAY 135 AND THE EAST LINE OF BOOK 374 AT PAGE 65 TO A POINT; THENCE SOUTH 61°23'00" EAST 135.25 FEET ALONG THE WEST RIGHT OF WAY TO A POINT; THENCE SOUTH 47°46'00" EAST 15.81 FEET ALONG THE WEST RIGHT OF WAY OF HIGHWAY 135 TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 47°46'00" EAST 160.73 FEET ALONG THE WEST RIGHT OF WAY OF HIGHWAY 135; THENCE SOUTH 42°14'00" WEST 629.73 TO THE EAST LINE OF THE LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 7, 1964 BOOK 374 AT PAGE 65; THENCE NORTH 00°51'17" WEST 58.73 FEET; THENCE NORTH 30°37'10" EAST 599.1 FEET TO THE TRUE POINT OF BEGINNING,

EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO IN WARRANTY DEED RECORDED NOVEMBER 20, 1995 IN BOOK 774 AT PAGE 173 AND RECORDED APRIL 4, 1996 IN BOOK 781 AT PAGE 76,

COUNTY OF GUNNISON,
STATE OF COLORADO.

(PARCEL 3):

A TRACT OF LAND SITUATED IN THE NW¼SE¼ OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST, 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SE¼SE¼ OF SAID SECTION 12; THENCE NORTH 89°12'09" WEST 923.20 FEET ALONG THE NORTH LINE OF THE SW¼SE¼ TO THE POINT OF BEGINNING; THENCE NORTH 42°14'00" EAST 880.11 FEET TO THE WEST RIGHT OF WAY OF HIGHWAY NO. 135; THENCE NORTH 47°46'00" WEST 643.60 FEET ALONG THE WEST RIGHT OF WAY; THENCE SOUTH 42°14'00" WEST 629.73 FEET TO THE EAST LINE OF BOOK 374 AT PAGE 65; THENCE SOUTH 00°51'17" EAST 613.88 FEET ALONG THE EAST LINE OF BOOK 374 AT PAGE 65 TO THE NORTH LINE OF THE SW¼SE¼ OF SAID SECTION 12; THENCE SOUTH 89°12'09" EAST 299.10 FEET ALONG THE NORTH LINE OF THE SW¼SE¼ TO THE TRUE POINT OF BEGINNING,

EXCEPT ANY PORTION THEREOF CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO IN WARRANTY DEED RECORDED JUNE 7, 1995 IN BOOK 765 AT PAGE 209;

COUNTY OF GUNNISON
STATE OF COLORADO.

EXCEPTING AND EXCLUDING FROM PARCELS 1, 2 AND 3 ABOVE, "ADJUSTED GERS
PARCEL" AS SHOWN ON THE PLAT OF BRUSH CREEK PARCELS BOUNDARY LINE
ADJUSTMENT RECORDED ____ UNDER RECEPTION NO. _____,

COUNTY OF GUNNISON,
STATE OF COLORADO.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of County Manager's Signature; First

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is the second of two documents titled "First Amendment to Sit and Improvement Lease Agreement" which CM Birnie for a real estate transaction

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Defer to our outside counsel, but not spotting any legal issues. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/1/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 7/1/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 7/5/2022

AFTER RECORDATION PLEASE RETURN TO:

Sherman & Howard L.L.C.
633 Seventeenth Street, Suite 3000
Denver, Colorado 80202
Attention: David K. Lucas, Esq.

Pursuant to Section 39-13-104(1)(j), Colorado Revised Statutes, this Site and Improvement Lease Agreement is exempt from the documentary fee.

FIRST AMENDMENT TO LEASE PURCHASE AGREEMENT

DATED AS OF JUNE 30, 2022

BETWEEN

**UMB BANK, N.A.,
SOLELY IN ITS CAPACITY AS TRUSTEE UNDER THE INDENTURE,
AS LESSOR**

AND

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

This **FIRST AMENDMENT TO LEASE PURCHASE AGREEMENT** dated as of June 30, 2022 (this “First Amendment to Lease Purchase Agreement”), is by and between **UMB BANK, N.A.**, Denver, Colorado, a national banking association duly organized and validly existing under the laws of the United States of America, solely in its capacity as trustee under the Indenture (the “Trustee”), as lessor, and **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO**, a county duly organized and validly existing under the Constitution and laws of the State of Colorado (the “County”), as lessee.

PREFACE

Unless the context otherwise requires, capitalized terms used herein shall have the meanings ascribed to them herein and in the Lease Purchase Agreement, dated as of February 8, 2019, between the Trustee, as lessor, and the County, as lessee (the “Lease”).

RECITALS

1. Pursuant to the Site Lease, the County leased the Leased Property to the Trustee. The Site Lease was recorded in the real property records of Gunnison County, Colorado on February 11, 2019 as Instrument No. 658635. Pursuant to the Lease, the Trustee subleased the Leased Property back to the County. The Lease was recorded in the real property records of Gunnison County, Colorado on February 11, 2019 as Instrument No. 658636.

2. The Site Lease contained a legal description of the Leased Property in Exhibit A thereto. Such legal description inadvertently contained a small parcel of land that was transferred to the State of Colorado that should not constitute a portion of the Leased Property.

3. Pursuant to a First Amendment to Site and Improvement Lease Agreement, dated as of June 14, 2022 lessee (the “First Amendment to Site Lease”), between the County, as lessor, and the Trustee, as, the legal description set forth in Exhibit A to the Site Lease was amended to exclude the inadvertent parcel.

4. Consistent with the terms of the First Amendment to Site Lease, the legal description set forth in Exhibit A to the Lease is also being amended pursuant to the terms of this First Amendment to Lease Purchase Agreement to exclude the inadvertent parcel.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. Amendment to Legal Description of Leased Property. The legal description of the Leased Property set forth in Exhibit A to the Lease is hereby substituted and replaced by the legal description set forth in Exhibit A attached hereto.

Section 2. Ratification. Except as set forth in this First Amendment to Lease Purchase Agreement, all provisions of the Lease are hereby ratified and confirmed.

Section 3. Execution. This First Amendment to Lease Purchase Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same First Amendment to Lease Purchase Agreement.

Section 4. Governing Law. This First Amendment to Lease Purchase Agreement shall be governed by and construed in accordance with the law of the State of Colorado without regard to choice of law analysis.

Section 5. No Waiver of Governmental Immunity. No provision of this First Amendment to Lease Purchase Agreement shall act or be deemed to be a waiver by the County of the Colorado Governmental Immunity Act, CRS 24-10-101, et seq.

Section 6. Electronic Transactions. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, the County and the Trustee have caused this First Amendment to Lease Purchase Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

THE BOARD OF COUNTY
COMMISSIONERS OF THE COUNTY
OF GUNNISON, COLORADO,
as Lessee

UMB BANK, N.A., solely in its capacity as
Trustee under the Indenture, as Lessor

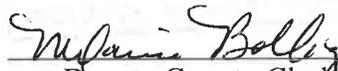
By: 
County Manager

By: _____
Title: Senior Vice President

[SEAL]

ATTEST:




Deputy County Clerk and Recorder

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

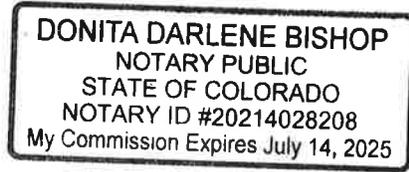
The foregoing instrument was acknowledged before me this 30th day of June, 2022, by Matthew Birnie, as County Manager for and on behalf of The Board of County Commissioners of the County of Gunnison, Colorado.

WITNESS my hand and official seal.

(SEAL)


Notary Public

My commission expires: July 14, 2025



STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 30th day of June, 2022, by Melanie Bollig, as County Clerk and Recorder of the County of Gunnison, Colorado.

WITNESS my hand and official seal.

(SEAL)


Notary Public

My commission expires: July 14, 2025

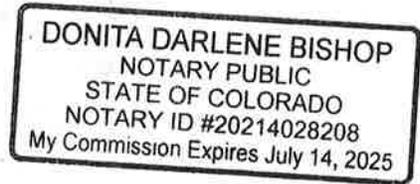


EXHIBIT A

LEGAL DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of the following real property and any buildings and improvements located thereon from time to time:

(PARCEL 1):

A TRACT OF LAND SITUATE IN THE NW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST OF THE 6TH P.M., MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST $\frac{1}{4}$ CORNER OF SECTION 12; THENCE NORTH 89°11'18" WEST 2471.75 FEET ALONG THE NORTH LINE OF THE SE $\frac{1}{4}$ OF THE SAID SECTION 12 TO THE WEST RIGHT-OF-WAY OF HIGHWAY 135; THENCE SOUTH 61°23'00" EAST 111.25 FEET ALONG THE WEST RIGHT-OF-WAY OF HIGHWAY 135 AND THE EAST LINE OF BOOK 374 AT PAGE 65 TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 61°23'00" EAST 135.25 FEET ALONG THE WEST RIGHT-OF-WAY OF HIGHWAY 135 TO A POINT; THENCE SOUTH 47°46'00" EAST 15.81 FEET ALONG THE WEST RIGHT-OF-WAY OF HIGHWAY 135; THENCE SOUTH 30°37'10" WEST 599.10 FEET TO THE EAST LINE OF THE TRACT OF THE LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 7, 1964 BOOK 374 AT PAGE 65; THENCE NORTH 00°51'17" WEST 158.18 FEET ALONG THE EAST LINE OF THE TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 7, 1964 BOOK 374 AT PAGE 65 TO A POINT; THENCE NORTH 22°15'00" EAST 467.62 FEET ALONG THE EAST LINE THE TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 7, 1964 BOOK 374 AT PAGE 65 TO THE TRUE POINT OF BEGINNING,

EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO IN WARRANTY DEED RECORDED NOVEMBER 20, 1995 IN BOOK 774 AT PAGE 173,

COUNTY OF GUNNISON
STATE OF COLORADO.

(PARCEL 2):

A TRACT OF LAND LOCATED IN THE NW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST, 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE E $\frac{1}{4}$ CORNER OF SAID SECTION 12; THENCE NORTH 89°11'18" WEST 2471.75 FEET ALONG THE NORTH LINE OF THE SE $\frac{1}{4}$ OF SAID SECTION 12 TO THE WEST RIGHT OF WAY OF HIGHWAY 135; THENCE SOUTH 61°23'00" EAST 111.25

FEET ALONG THE WEST RIGHT OF WAY HIGHWAY 135 AND THE EAST LINE OF BOOK 374 AT PAGE 65 TO A POINT; THENCE SOUTH 61°23'00" EAST 135.25 FEET ALONG THE WEST RIGHT OF WAY TO A POINT; THENCE SOUTH 47°46'00" EAST 15.81 FEET ALONG THE WEST RIGHT OF WAY OF HIGHWAY 135 TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 47°46'00" EAST 160.73 FEET ALONG THE WEST RIGHT OF WAY OF HIGHWAY 135; THENCE SOUTH 42°14'00" WEST 629.73 TO THE EAST LINE OF THE LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 7, 1964 BOOK 374 AT PAGE 65; THENCE NORTH 00°51'17" WEST 58.73 FEET; THENCE NORTH 30°37'10" EAST 599.1 FEET TO THE TRUE POINT OF BEGINNING,

EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO IN WARRANTY DEED RECORDED NOVEMBER 20, 1995 IN BOOK 774 AT PAGE 173 AND RECORDED APRIL 4, 1996 IN BOOK 781 AT PAGE 76,

COUNTY OF GUNNISON,
STATE OF COLORADO.

(PARCEL 3):

A TRACT OF LAND SITUATED IN THE NW¼SE¼ OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST, 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SE¼SE¼ OF SAID SECTION 12; THENCE NORTH 89°12'09" WEST 923.20 FEET ALONG THE NORTH LINE OF THE SW¼SE¼ TO THE POINT OF BEGINNING; THENCE NORTH 42°14'00" EAST 880.11 FEET TO THE WEST RIGHT OF WAY OF HIGHWAY NO. 135; THENCE NORTH 47°46'00" WEST 643.60 FEET ALONG THE WEST RIGHT OF WAY; THENCE SOUTH 42°14'00" WEST 629.73 FEET TO THE EAST LINE OF BOOK 374 AT PAGE 65; THENCE SOUTH 00°51'17" EAST 613.88 FEET ALONG THE EAST LINE OF BOOK 374 AT PAGE 65 TO THE NORTH LINE OF THE SW¼SE¼ OF SAID SECTION 12; THENCE SOUTH 89°12'09" EAST 299.10 FEET ALONG THE NORTH LINE OF THE SW¼SE¼ TO THE TRUE POINT OF BEGINNING,

EXCEPT ANY PORTION THEREOF CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO IN WARRANTY DEED RECORDED JUNE 7, 1995 IN BOOK 765 AT PAGE 209;

COUNTY OF GUNNISON
STATE OF COLORADO.

EXCEPTING AND EXCLUDING FROM PARCELS 1, 2 AND 3 ABOVE, "ADJUSTED GERS
PARCEL" AS SHOWN ON THE PLAT OF BRUSH CREEK PARCELS BOUNDARY LINE
ADJUSTMENT RECORDED ____ UNDER RECEPTION NO. _____,

COUNTY OF GUNNISON,
STATE OF COLORADO.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; Steincrusher, LLC; for crush

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Steincrusher and Gunnison County

Term Begins: July 5, 2022

Term Ends:

Grant Contract #:

Summary:

Steincrusher will mobilize to Watson Flats Pit to crush gravel for Kebler Pass. Depending on HW #50 restrictions they will crush at Tamarcaz Pit in Dovleville

Fiscal Impact: \$175,000

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 6/30/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/1/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/1/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Report

Agenda Date: 7/5/2022

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 29th day of June, 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 Steincrusher, LLC, whose address is 5083 Highway 348, Delta, CO 81416 (herein "Contractor")

RECITALS

The Contractor desires to provide professional services regarding crushing services for Gunnison County 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 December 31, 2022, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its 100% County gravel/native surface road miles are maintained annually 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 \$6.00 a ton with a \$10,000.00 mobilization fee for the Watson Flats pit for approximately 20,000 to 25,000 tons of product crushed and \$5.35 a ton with a \$10,000.00 mobilization fee for the Tamarcaz pit for approximately 10,000 tons of product crushed. The aforementioned tonnage is subject to change. 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: Steincrusher, LLC
Attn: Dan Eckstine
5083 Highway 348
Delta, CO 81416

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 Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth Smith, Commissioner

ATTEST:

Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: *Daniel Eckstone*

Date: 6.30.22

State of Colorado }
County of ~~Gunnison~~ Montrose }

The foregoing document was acknowledged before me this 30 day of June, 2022
by Daniel Eckstone.

NANCY KATHRYN REEDER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084007189
My Commission Expires 03-31-2024

Nancy K. Reeder
Notary Signature

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Gravel crushing:

1. Approximately 20,000 to 25,000 tons at the Watson Flats pit;
2. Approximately 10,000 tons at the Taramarcaz pit.

Understanding the tonnage may change.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: USFS Contract for the Sale of Mineral Materials; f

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison National Forest/Paonia District and Gunnison County

Term Begins: 6/29/2022

Term Ends:

Grant Contract #: MM-2022-PAO-FUP-01

Summary:

Board signature needed on a Contract, better known as a free-use permit for crushing and hauling from the pit on Kebler

Fiscal Impact: under \$10.00 per ton

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 7/1/2022

County Attorney Review:

Required

Not Required

Comments:

Although this contract is arguably legally sufficient, in Section 9, recommend we start with, "To the extent permitted by applicable law, including but not limited to the Colorado Governmental Immunity Act," Also, recommend against the 3X damages provision in this Section. Understand we lack ability to negotiate these provisions but thought it important to point these issues out. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 6/30/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/1/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Report

Agenda Date: 7/5/2022

FS-2800-9 (v 10/2014)
 OMB No. 0596-0081 (Expiration 10/31/2017)

USDA Forest Service
**CONTRACT FOR THE SALE OF
 MINERAL MATERIALS**

For Forest Service Use Only

Forest Service Unit Name **020408**

(Ref. FSM 2850)

Contract Number **MM-2022-PAO-FUP-01**

NOTE: This information is being collected to process your application and effect a binding contract agreement. This information will also be used to identify and communicate with applicants. Response to this request is required to obtain a benefit.

Public reporting burden for this collection of information is estimated to average 2 hours 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0596-0081), Washington, D.C. 20503.

THIS AGREEMENT, made this **June 29, 2022**, under authority of the Acts of July 31, 1947 (61 Stat. 681), as amended (30 U.S.C. 601 et seq.), March 4, 1917 (16 U.S.C. 520), and June 11, 1960 (74 Stat. 205), and the regulations set forth in 36 CFR 228, Subpart C, between the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting through the Authorized Officer of the Forest Service (hereinafter called the "Authorized Officer"), and **GUNNISON COUNTY PUBLIC WORKS** (hereinafter called the "Purchaser.")

WITNESSETH, That the parties hereto mutually agree as follows:

Sec. 1. Contract area. The Government hereby sells to Purchaser and Purchaser hereby buys from Government, under the terms and conditions of this contract, all of the mineral materials described in Sec. 2 below, for severance, extraction, or removal, on the following described lands situated in the **GRAND MESA, UNCOMPAHGRE, AND GUNNISON NATIONAL FORESTS**, County of **GUNNISON**, State of **COLORADO** as shown on the operating plan marked "Exhibit B", attached hereto, **PAO-WATSON FLATS()** and made a part hereof, viz: ,containing acres, more or less.

Sec. 2. Amount and price of materials. The total purchase price will be determined by multiplying the total quantity of each kind of mineral material designated by the respective unit price as set forth below, or as changed through reappraisal hereunder.

KIND OF MATERIALS	QUANTITY (Units Specified)	PRICE PER UNIT	TOTAL PRICE
SAND & GRAVEL	100000 SHORT	.35	\$ 35000.00
SAND AND GRAVEL	TONS		
Total			\$ 35000.00
Grand Total:			\$.00

The following associated charges and adjustments are obligations under this contract.

Associated Charges

CHARGE TYPE	QUANTITY (Units Specified)	COST PER UOM	TOTAL PRICE
-------------	-------------------------------	--------------	-------------

Adjustments

ADJUSTMENT TYPE	AUTHORITY	AMOUNT
FREE-USE	36 CFR 228.62	\$ -35000.00

Determination by the Authorized Officer of the quantity of materials taken is binding on Purchaser subject to appeal only as provided in Sec. 14. All materials in the contract area in excess of the estimated quantity listed above are reserved by Government.

Sec. 3. Payments, passage of title, and risk of loss. Title to materials sold hereunder passes to Purchaser immediately before excavation and upon proper payment for such materials. No part of the material sold hereunder may be severed, extracted, or removed by Purchaser until payment for such materials has been made in accordance with the following:

a. Unless materials sold under this contract are paid for in full in advance, payment for materials must be made in installments of not less than \$N/A each. The first installment must be paid upon approval of this contract.

b. Each additional installment is due and payable as billed by the Authorized Officer in advance of removal of the remaining material. The first installment will be retained as additional security for the full and faithful performance of this contract by Purchaser, and will be applied in whole or in part to the payment of the last installment required hereunder to make the total payment equal the total price set forth in Sec. 2, above.

The total purchase price must equal the sum of the total quantities severed, extracted, or designated therefor, multiplied by their respective unit prices. The balance due where less than a full installment remains to be paid upon the total price will be the value of material remaining to be severed or extracted. Each installment will be held in suspense until the quantity of material covered thereby has been determined. The total purchase price must be paid at least 60 days before the expiration date of the contract.

Upon termination, if the total payments made under the contract exceed the total value of the actual materials removed, the excess will be returned to Purchaser, except as noted in 36 CFR 228.66.

c. Risk of loss shall be borne by the party holding title to the mineral material at the time of loss except that nothing herein shall be construed to relieve either party from liability for breach of contract or any wrongful or negligent act.

Sec. 4. Stipulation and reserved items. The rights of Purchaser are subject to the regulations in 36 CFR 228, Subpart C, which are made a part of this contract, and to the stipulation, if any, which are attached hereto and made a part hereof as Exhibit A.

Sec. 5. Bonds.

(a) Purchaser must file with the Authorized Officer and must maintain at all times the bond required under the regulations to be furnished as a condition to the award of this contract in the amounts established by the Authorized Officer and to furnish additional bonds or security as the Authorized Officer may require.

(b) If all terms of this contract are not faithfully and fully performed by Purchaser, the bond in the sum of \$N/A filed at the time of the signing of this contract will be forfeited to the amount of damages determined by the Authorized Officer. If damages exceed the amount of the bond, Purchaser hereby acknowledges liability for such excess. Upon satisfactory performance of this contract, the bonds will be canceled, or if cash or United States securities were furnished in lieu of a security bond, such cash or securities will be returned to Purchaser.

(c) Whenever any bond furnished under this contract is found unsatisfactory by the Authorized Officer, the Authorized Officer may require a new bond which is satisfactory.

Sec. 6. Expiration of contract and extensions of time. This contract will expire on **06/29/2032** unless an extension of time is granted in accordance with the provisions of 36 CFR 228.53(b). Written application for an extension of time may be made by Purchaser between 30 and 90 days before the expiration date of the contract.

Sec. 7. Duties of Purchaser. Purchaser must take fire precaution and conservation measures and must dispose of slash and other debris resulting from operations hereunder in accordance with written instructions from the Authorized Officer.

Sec. 8. Notice of operations. Purchaser must notify the Authorized Officer immediately of the commencement and termination of operations hereunder. A report of production will be furnished at least annually by Purchaser to the Authorized Officer.

Sec. 9. Responsibility for damages. Purchaser is liable in damages for the loss or destruction of all Government property for which Purchaser is directly or indirectly responsible under this contract, or resulting from Purchaser's failure to perform under this contract in accordance with the instruction of the Authorized Officer, as well as for costs incurred by Government resulting from Purchaser's breach of any of the terms hereof, or Purchaser's failure to engage in proper conservation practice. For damages resulting from willful action or gross negligence of Purchaser, Purchaser's contractors or subcontractors, or any of their employees, Purchaser is liable for triple the appraised value of damaged or destroyed materials as determined by the Authorized Officer. If the Authorized Officer determines that the damage or destruction did not result from Purchaser's willful action or gross negligence, lesser damages may be charged, but not less than the actual appraised value of the materials. Purchaser must pay the Government for such damages within 30 days after a written demand therefor by the Authorized Officer.

Sec. 10. Violations, suspension, and cancellation.

(a) If Purchaser violates any provision of this contract, the Authorized Officer may, after giving written notice, suspend any further operations for the Purchaser under this contract, except such operations as may be necessary to remedy any violations. The Authorized Officer may grant Purchaser an additional 30 days, after service of written notice, to correct any violations. If Purchaser fails to remedy all violations, the Authorized Officer may, by written notice, cancel this contract and take appropriate action to recover all damages suffered by the Government by reason of such violations, including application toward payment of such damages of any advance payments and bonds.

(b) If Purchaser extracts or removes any mineral materials sold under this contract during any period of suspension, or if Purchaser extracts any of such material after expiration of the time for extraction or the cancellation of this contract, such extraction or removal is in trespass and renders Purchaser liable for triple damages.

Sec. 11. Time for removal of personal property. Purchaser has the right within N/A months after expiration of the time for extraction and removal of mineral materials, if not in default, to remove equipment, improvements, or other personal property from Government lands or rights-of-way. Any improvements such as road surfacing, culverts, and bridges which have become a permanent part of a Government road may not be removed. Any equipment, improvements, or other personal property remaining on Government lands and rights-of-way at the end of the period for removal as set forth herein becomes the property of the Government.

Sec. 12. Assignments. This contract or any portion of it may not be assigned without written approval of the Authorized Officer.

Sec. 13. Tenure. Unless otherwise provided by this contract, Purchaser has the right to extract and remove the materials until the termination of the contract, notwithstanding any subsequent appropriation or disposition under the general land laws, including the mining and mineral leasing laws.

Sec. 14. Appeal. Unless specifically excluded by 36 CFR 251.80, Purchaser may appeal any decision by the Authorized Officer regarding this sale of mineral materials.

PURCHASER

Marlene Crosby

THE UNITED STATES OF AMERICA

(Authorized Officer)

GUNNISON COUNTY PUBLIC WORKS

195 Basin Park Drive

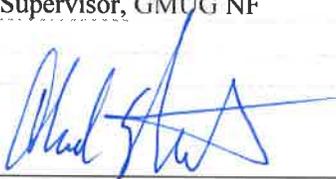
Chad Stewart

(Title)

Forest Supervisor, GMUG NF

GUNNISON, CO 81230

By: _____
(Signature)

By: 
(Signature)

Date: _____

Date: 6/29/22

If this contract is executed by a corporation, it must affix its corporate seal.

Contract No. MM--2022-PAO-FUP-01
EXHIBIT A - LIST OF STIPULATIONS

- 1) **PRIOR NOTIFICATION:** The Operator (Gunnison County) shall contact the GMUG NF Minerals District Staff Lead, Daniel Gray, 970-480-0251, daniel.gray@usda.gov at least 7 calendar days prior to each of the five crushing periods in order to arrange for an agency representative to inspect all vehicles and equipment, unlock the gate, define the excavation boundaries, and oversee project operations.
- 2) **WEED CONTROL:** Prior to arrival, all Operator vehicles and equipment entering the site shall be power-washed, clean and weed-free.
- 3) **SITE ACCESS:** Either a combination code or key to the existing county lock will be provided to the Paonia Ranger District to provide access to the gravel pit.
- 4) **IN-KIND FOREST SERVICE MATERIAL:** The County shall crush up to 10% of the total volume of same-sized (e.g. ¾" minus) material produced during each crushing period to be stockpiled onsite for future Forest Service Use within a 2-year timeframe. The County shall coordinate with Forest Service Engineers to determine actual quantity of stockpile material needed and it's location for storage onsite.
- 5) **RECLAMATION:** The County shall coordinate with the District Staff to identify and implement required reclamation needs that are consistent with future usage at the site (e.g. dispersed camping, grazing, pit-reopening, etc.).

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Town of Crested Butte; United States Postal Service

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

BOCC comment on USPS post office location in Crested Butte

Fiscal Impact:

Submitted by: Cathie Pagano

Submitter's Email Address: cpagano@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 6/21/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/1/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 7/5/2022



July 5, 2022
Attn: Crested Butte, CO – Relocation
United States Postal Service
P.O. Box 27497
Greensboro, NC 27498-1103

Thank you for the opportunity to comment during the *Potential Post Office™ Relocation Comment Period* regarding the relocation of the existing post office at 217 Elk Avenue, Crested Butte, Colorado within the 81224 Zip Code. In response to the pending lease termination, the USPS has identified the need to either relocate the facility to an existing building or construct a new building of 11,390 sq. feet. An existing building of this size is not available and would be challenging to build within the service area, which includes both the 81224 and 81225 zip codes. The Towns of Mt. Crested Butte, Crested Butte, and Gunnison County want to partner with USPS and evaluate the following considerations in the facility relocation. The three jurisdictions believe the consideration of the objectives below would reduce the new facility size requirements, reducing costs for the USPS, making it easier to find suitable locations for new facilities, and providing adequate services for the service area.

1. Relocate the main USPS facility in a central location within the Town of Crested Butte. A central location in Town would allow the new post office to continue to be walkable and bikeable for Crested Butte's 1,639 residents and minimize traffic and air quality impacts of a new facility.

As the Town of Crested Butte has communicated to your staff, the 24,675 square foot, Town-owned, parcel located at the corner of Sixth Street and Gothic Avenue could meet your programmatic needs. However, a smaller development program would better accommodate parking needs and provide space for possible housing for USPS employees for which the Town of Crested Butte is willing to partner.

2. Establish a new post office within the Town of Mt. Crested Butte to re-establish and effectively serve the 81225 Zip Code and the Town's 964 residents. A post office in Town will provide an essential service to residents and facilitate the Town's ability to collect tax revenues more effectively.
3. Retain the postal annex in Crested Butte South. Any consideration of consolidating the Crested Butte South facility is strongly discouraged. An elimination of this facility would inconvenience the approximately 1,700 residents of Crested Butte South and significantly increase the

transportation impacts of the new facility. The current facility has approximately 200 post office boxes and expansion of the facility should be considered to serve more residents in this area.

4. Consider establishing home delivery for the residents throughout the 81224-service area, which includes the 81225-zip code. USPS home delivery could significantly reduce the size of the future facility and lower the transportation impacts of the new post office. We realize home delivery may not be practical. If home delivery is not possible, we request that residents are provided Post Office boxes without cost.

We hope you will consider our input while you plan the relocation of the 217 Elk Avenue facility in Crested Butte, Colorado. We look forward to continuing our working partnership to improve essential postal services to our community and expedite the construction of the new facilities.

Thank you for the opportunity to comment on this critical need.

Sincerely,

Nicholas Kempin
Mayor
Town of Mt. Crested Butte

Jonathan Houck
Chairperson
Board of County Commissioners
Gunnison County

Ian Billick, Ph.D.
Mayor
Town of Crested Butte

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Boundary Line Adjustment; Section 7, Township 11 S

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Boundary line Adjustment plat
in Section 7. T11S. R88W- 6th PM

Fiscal Impact:

Submitted by: Beth Baker

Submitter's Email Address: bbaker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 6/21/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/1/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 7/5/2022



Date: June 20, 2022

RE: Boundary Line Adjustment
LUC-22-00011

The applicants, Elk Horn Ranch, LLC and Susan and Jerry Anderson have submitted a boundary line adjustment. The purpose being to transfer .541 acres to the Anderson property from the Elk Horn property. This will accomplish extending the Anderson property boundary into the Crystal River, so the Anderson's can walk to the river without trespassing or asking permission. Presently, their property line is located on the top of a steep shelf approximately 15 ft. above the average high-water mark.

- The CAO has determined the plat legally sufficient for BOCC review.
- The taxes are current
- There are no liens on the properties

You may review the file:

[https://permitdb.gunnisoncounty.org/citizenaccess/
projects](https://permitdb.gunnisoncounty.org/citizenaccess/projects)

Search by application number- LUC-22-00011

Click on file

Attachments

View

Thanks,
Beth Baker
Gunnison County Community and Economic Development

CERTIFICATE OF DEDICATION AND OWNERSHIP- PARCEL B

THE UNDERSIGNED, GAUKEL FAMILY TRUST, EXECUTED MAY 21, 2013 AS MEMBERS OF ELK HORN RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY BY: ROBERT MICHAEL GAUKEL AND JUDY DAPHNE ILLEMAN GAUKEL AS TRUSTEES AND JOHN AND CECILIA ILLEMAN REVOCABLE TRUST AS MEMBERS OF ELK HORN RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY BY: JOHN ROBERT ILLEMAN AND CECILIA JANE ILLEMAN AS TRUSTEES BEING OWNERS IN FEE SIMPLE OF ALL THAT REAL PROPERTY SITUATED IN GUNNISON COUNTY, COLORADO AND DESCRIBED AS FOLLOWS:

PROPERTY DESCRIBED IN LAND TITLE GUARANTEE COMMITMENT NO. GUR88004237: (PARCEL A - GUNNISON COUNTY); THAT PORTION OF THE NE1/4NW1/4, SE1/4NW1/4 AND NE1/4SW1/4 OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO, LYING EASTERLY OF THE CENTERLINE OF THE CRYSTAL RIVER, EASTERLY OF THE EASTERLY LOT LINES OF LOTS 10 & 12, BLOCK 1, CHAIR MOUNTAIN RANCH SUBDIVISION, SOUTHERLY OF THE PITKIN AND GUNNISON COUNTY LINE AND LYING NORTHERLY OF THE NORTHERLY LINE OF CHAIR MOUNTAIN RANCH SUBDIVISION, FILING NO. 2 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF SAID SECTION 7, A FOUND B.L.M. BRASS CAP IN PLACE DATED 1988, THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 7, ACCORDING TO THE 1988 B.L.M. SURVEY NORTH 88°22'26" WEST 817.22 FEET TO THE CENTER OF THE CRYSTAL RIVER AS LOCATED OCTOBER 19, 1991, THENCE ALONG THE CENTERLINE OF SAID CRYSTAL RIVER THE FOLLOWING 6 COURSES: 1) NORTH 21°35'20" WEST 261.76 FEET; 2) NORTH 09°14'19" WEST 180.07 FEET; 3) NORTH 06°21'40" WEST 199.66 FEET; 4) NORTH 06°37'28" WEST 312.89 FEET; 5) NORTH 05°29'38" EAST 143.32 FEET; 6) NORTH 05°39'34" WEST 153.10 FEET TO A POINT ON A EAST-WEST 1/2TH LINE ACCORDING TO THE CHAIR MOUNTAIN RANCH SUBDIVISION, THENCE LEAVING SAID CENTERLINE AND ALONG SAID 1/2TH LINE NORTH 89°54'00" WEST 26.27 FEET TO THE SOUTHEAST CORNER OF LOT 10, ACCORDING TO THE AMENDED FINAL PLAT OF LOTS 10, 11 AND 12, BLOCK 1, CHAIR MOUNTAIN RANCH SUBDIVISION, A FOUND REBAR AND CAP L5# 14111, THENCE ALONG THE EASTERLY LINE OF SAID LOT 10 NORTH 18°50'00" WEST 126.72 FEET, THENCE CONTINUING ALONG SAID EASTERLY LINE OF SAID LOT 10 NORTH 85°12'05" WEST 208.37 FEET TO THE SOUTHEAST CORNER OF LOT 12 ACCORDING TO SAID AMENDED FINAL PLAT OF LOTS 10, 11 AND 12, BLOCK 1, CHAIR MOUNTAIN RANCH SUBDIVISION, A FOUND REBAR AND CAP L5# 14111, THENCE ALONG THE EASTERLY LINE OF SAID LOT 12 NORTH 04°26'39" EAST 177.59 FEET TO THE NORTHEAST CORNER OF SAID LOT 12, A FOUND REBAR AND CAP L5# 14111, SAID CORNER ALSO BEING ON A LINE COMMON WITH THE SOUTH LINE OF SHORT STREET AND THE PITKIN-GUNNISON COUNTY LINE ACCORDING TO CHAIR MOUNTAIN RANCH SUBDIVISION, THENCE ALONG SAID PITKIN-GUNNISON COUNTY LINE SOUTH 89°54'00" EAST 1151.68 FEET TO A POINT ON THE SAID NORTH-SOUTH CENTERLINE OF SAID SECTION 7, THENCE ALONG SAID NORTH-SOUTH CENTERLINE SOUTH 01°16'34" WEST 1744.26 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THE EASTERLY 1/2 OF LOW STREET ADJACENT TO LOT 12 OF THE CHAIR MOUNTAIN RANCH SUBDIVISION RECORDED MARCH 6, 1961, WHICH PORTION OF SAID LOW STREET WAS VACATED IN BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RESOLUTION NO. 32, SERIES 1990 RECORDED NOVEMBER 19, 1990 IN BOOK 684 AT PAGE 848;

ALSO TOGETHER WITH A PARCEL OF LAND SITUATE IN THE NE1/4SW1/4 OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER 1/4 CORNER OF SAID SECTION 7, A FOUND B.L.M. BRASS CAP IN PLACE DATED 1988, THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 7 ACCORDING TO THE 1988 B.L.M. SURVEY SOUTH 01°16'34" WEST 73.19 FEET TO A POINT ON THE NORTH LINE OF CHAIR MOUNTAIN RANCH SUBDIVISION, FILING NO. 2, THENCE ALONG SAID NORTH LINE NORTH 89°54'00" WEST 748.11 FEET TO THE CENTERLINE OF THE CRYSTAL RIVER, THENCE ALONG SAID CENTERLINE NORTH 35°02'12" WEST 116.10 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 7, ACCORDING TO THE 1988 B.L.M. SURVEY, THENCE ALONG SAID EAST-WEST CENTERLINE SOUTH 88°22'26" EAST 817.22 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE PARCEL OF LAND SITUATED IN THE SE1/4NW1/4 AND NE1/4SW1/4 OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH P.M. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF THE CRYSTAL RIVER WHEN THE CENTER 1/4 CORNER OF SAID SECTION 7 BEARS SOUTH 88°22'26" EAST 817.22 FEET ALONG THE EAST-WEST LINE OF THE CENTER OF SAID SECTION 7, THENCE SOUTH 35°02'12" EAST 116.10 FEET ALONG THE CENTERLINE OF SAID RIVER, THENCE DEPARTING SAID CENTERLINE SOUTH 89°54'00" EAST A DISTANCE OF 310.02 FEET TO A POINT ON THE WESTERLY EDGE OF A 60 FOOT ACCESS EASEMENT RECORDED SEPTEMBER 19, 1978 IN BOOK 520 AT PAGE 613 IN THE RECORDS OF THE GUNNISON COUNTY CLERK AND RECORDER, THENCE ALONG THE WESTERLY EDGE OF SAID 60 FOOT ACCESS EASEMENT THE FOLLOWING 4 COURSES: 1) NORTH 27°15'00" WEST A DISTANCE OF 132.77 FEET; 2) THENCE NORTH 33°47'00" WEST A DISTANCE OF 308.29 FEET; 3) THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 116.13 FEET WITH A RADIUS OF 105.97 FEET WITH A CHORD BEARING OF NORTH 65°13'00" WEST WITH A CHORD LENGTH OF 110.40 FEET; 4) THENCE SOUTH 83°23'00" WEST A DISTANCE OF 151.97 FEET TO A POINT ON THE CENTERLINE OF SAID RIVER, THENCE DEPARTING THE WESTERLY EDGE OF SAID ACCESS EASEMENT SOUTH 09°14'19" EAST A DISTANCE OF 64.07 FEET ALONG THE CENTERLINE OF SAID RIVER, THENCE SOUTH 21°35'20" EAST A DISTANCE OF 261.76 FEET ALONG THE CENTERLINE OF SAID RIVER TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO PHILIP L. WICK AND TAMMY A. WICK IN QUIT CLAIM DEED RECORDED NOVEMBER 29, 1990 IN BOOK 685 AT PAGE 141.

AND HAS LAID OUT, PLATTED AND/OR SUBDIVIDED THE SAME AS SHOWN ON THIS PLAN AND DO HEREBY PERMANENTLY DEDICATE TO THE PUBLIC AT LARGE THE STREETS, ALLEYS, ROADS, AND OTHER PUBLIC AREAS AS SHOWN HEREON AND HEREBY PERMANENTLY DEDICATE THOSE PORTIONS OF LAND LABELED AS EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AS SHOWN HEREON.

IN WITNESS WHEREOF, THE OWNERS HAVE SUBSCRIBED THEIR NAMES THIS 2nd DAY OF JUNE, A.D., 2022.

GAUKEL FAMILY TRUST, EXECUTED MAY 21, 2013, MEMBER OF ELK HORN RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY BY: Robert Michael Gaukel, Its: TRUSTEE

GAUKEL FAMILY TRUST, EXECUTED MAY 21, 2013, MEMBER OF ELK HORN RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY BY: Judy Daphne Illeman Gaukel, Its: TRUSTEE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 2nd DAY OF JUNE, 2022 BY ROBERT MICHAEL GAUKEL AND JUDY DAPHNE ILLEMAN GAUKEL AS TRUSTEES.

MY COMMISSION EXPIRES: 08-03-2022

WITNESS MY HAND AND OFFICIAL SEAL. Notary Public - California, San Diego County, Commission # 225142, My Comm. Expires Aug 3, 2022

JOHN AND CECILIA ILLEMAN REVOCABLE TRUST, MEMBER OF ELK HORN RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY BY: John Robert Illeman, Its: TRUSTEE

JOHN AND CECILIA ILLEMAN REVOCABLE TRUST, MEMBER OF ELK HORN RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY BY: Cecilia Jane Illeman, Its: TRUSTEE

STATE OF COLORADO, COUNTY OF GARFIELD

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 27th DAY OF May, 2022 BY JOHN ROBERT ILLEMAN AND CECILIA JANE ILLEMAN AS TRUSTEES.

MY COMMISSION EXPIRES: 03/29/2025

WITNESS MY HAND AND OFFICIAL SEAL. Notary Public - State of Colorado, Notary ID 20114035759, My Commission Expires Mar 29, 2025

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

ELK HORN RANCH - ANDERSON BOUNDARY LINE ADJUSTMENT PLAT SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PM COUNTY OF GUNNISON, STATE OF COLORADO

CERTIFICATE OF DEDICATION AND OWNERSHIP -PARCEL A

THE UNDERSIGNED, JERRY D. ANDERSON AND SUSAN L. ANDERSON, BEING OWNERS IN FEE SIMPLE OF ALL THAT REAL PROPERTY SITUATED IN GUNNISON COUNTY, COLORADO AND DESCRIBED AS FOLLOWS:

PROPERTY DESCRIBED IN LAND TITLE GUARANTEE COMPANY COMMITMENT NO. GUR88004232-3: LOT 10, BLOCK 1, CHAIR MOUNTAIN RANCH SUBDIVISION, ACCORDING TO THE AMENDED FINAL PLAT OF LOTS 10, 11 AND 12, BLOCK 1, CHAIR MOUNTAIN SUBDIVISION RECORDED NOVEMBER 20, 1990 UNDER RECEPTION NO. 423915

AND HAS LAID OUT, PLATTED AND/OR SUBDIVIDED THE SAME AS SHOWN ON THIS PLAN AND DO HEREBY PERMANENTLY DEDICATE TO THE PUBLIC AT LARGE THE STREETS, ALLEYS, ROADS, AND OTHER PUBLIC AREAS AS SHOWN HEREON AND HEREBY PERMANENTLY DEDICATE THOSE PORTIONS OF LAND LABELED AS EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AS SHOWN HEREON.

IN WITNESS WHEREOF, THE OWNERS HAVE SUBSCRIBED THEIR NAMES THIS 9th DAY OF June, A.D., 2022.

OWNER: Jerry D. Anderson

OWNER: Susan L. Anderson

STATE OF COLORADO, COUNTY OF GARFIELD

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 9th DAY OF June, 2022 BY JERRY D. ANDERSON AND SUSAN L. ANDERSON.

MY COMMISSION EXPIRES: 03/29/2025

WITNESS MY HAND AND OFFICIAL SEAL. Notary Public - State of Colorado, Notary ID 20114035759, My Commission Expires Mar 29, 2025

PARCEL A - RESULTING ANDERSON PROPERTY

A PARCEL OF LAND SITUATED IN THE SE1/4NW1/4 AND THE NE1/4NW1/4 OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING FURTHER DESCRIBED AS FOLLOWS:

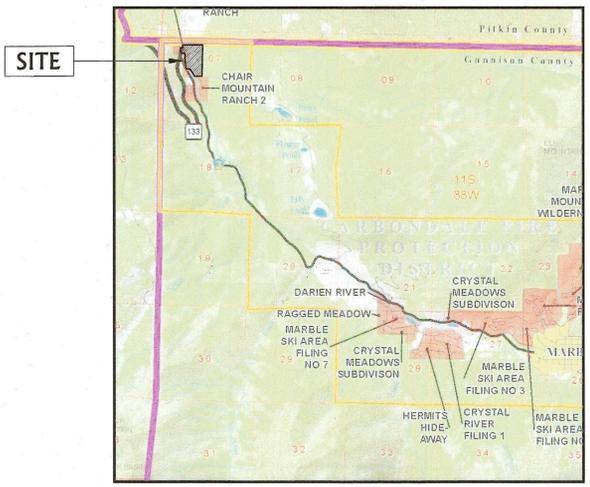
COMMENCING AT THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 7, A 3-1/4" BLM 1988 ALUMINUM CAP FOUND IN PLACE THENCE S72°19'06"E A DISTANCE OF 247.73 FEET TO THE SOUTHEAST CORNER OF LOT 10, BLOCK 1 OF THE AMENDED PLAT OF LOTS 10, 11 AND 12, BLOCK 1, CHAIR MOUNTAIN RANCH SUBDIVISION RECORDED AS RECEPTION NO. 423915 IN THE GUNNISON COUNTY RECORDS, THE POINT OF BEGINNING, BEING A REBAR & 1-1/4" YELLOW PLASTIC CAP L514111 FOUND IN PLACE; THENCE S89°51'53"W ALONG THE SOUTH LINE OF SAID LOT 10 A DISTANCE OF 180.18 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10, A FOUND NO. 5 REBAR; THENCE N18°51'07"W ALONG THE WEST LINE OF SAID LOT 10 A DISTANCE OF 126.07 FEET, A FOUND REBAR & 1-1/4" RED PLASTIC CAP L53317; THENCE CONTINUING ALONG SAID WEST LINE N00°20'32"W A DISTANCE OF 208.44 FEET TO THE NORTHWEST CORNER OF SAID LOT 10, A FOUND REBAR & 1-1/4" RED PLASTIC CAP L53317; THENCE S89°49'10"E ALONG THE NORTH LINE OF SAID LOT 10 A DISTANCE OF 124.09 FEET TO THE NORTHEAST CORNER OF SAID LOT 10, A FOUND REBAR & 1-1/4" YELLOW PLASTIC CAP L514111; THENCE LEAVING SAID NORTH LINE S89°53'12"E A DISTANCE OF 123.14 FEET TO A POINT ON THE CENTERLINE OF THE CRYSTAL RIVER, THENCE ALONG SAID CENTERLINE THE FOLLOWING FOUR (4) COURSES: 1) S04°20'09"W A DISTANCE OF 107.77 FEET; 2) S03°20'34"E A DISTANCE OF 82.17 FEET; 3) S07°47'42"E A DISTANCE OF 44.82 FEET; 4) S00°41'13"W A DISTANCE OF 86.11 FEET; THENCE LEAVING SAID CENTERLINE S89°57'10"W A DISTANCE OF 26.80 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 1.738 ACRES, MORE OR LESS.

PARCEL B - RESULTING ELK HORN RANCH PROPERTY

A PARCEL OF LAND LOCATED IN SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST, 6TH P.M., COUNTY OF GUNNISON, STATE OF COLORADO:

THAT PORTION OF THE NE1/4NW1/4, SE1/4NW1/4 AND NE1/4SW1/4 OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO, LYING EASTERLY OF THE CENTERLINE OF THE CRYSTAL RIVER, EASTERLY OF THE EASTERLY LOT LINE OF LOT 12, BLOCK 1, CHAIR MOUNTAIN RANCH SUBDIVISION, SOUTHERLY OF THE PITKIN AND GUNNISON COUNTY LINE AND LYING NORTHERLY OF THE NORTHERLY LINE OF CHAIR MOUNTAIN RANCH SUBDIVISION, FILING NO. 2 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF SAID SECTION 7, A FOUND B.L.M. BRASS CAP IN PLACE DATED 1988, THENCE S01°43'05"W ALONG NORTH-SOUTH CENTERLINE OF SAID SECTION 7 A DISTANCE OF 72.66 FEET TO A POINT ON THE NORTH LINE OF SAID CHAIR MOUNTAIN RANCH SUBDIVISION, FILING NO. 2, A FOUND NO. 5 REBAR, THENCE LEAVING SAID NORTH-SOUTH CENTERLINE, N88°56'47"W ALONG THE NORTH LINE OF SAID CHAIR MOUNTAIN RANCH SUBDIVISION, FILING NO. 2, A DISTANCE OF 438.39 FEET TO THE SOUTHEAST CORNER OF BURNS BOUNDARY LINE ADJUSTMENT PLAT RECORDED AS RECEPTION NO. 586902 IN THE GUNNISON RECORDS, A FOUND REBAR & 1-1/4" YELLOW PLASTIC CAP L526950; THENCE ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID BURNS BOUNDARY LINE ADJUSTMENT PLAT THE FOLLOWING FOUR (4) COURSES: 1) N27°17'47"W A DISTANCE OF 132.77 FEET; 2) N83°04'47"W A DISTANCE OF 308.29 FEET; 3) N16°13' FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 105.97 FEET AND A CHORD THAT BEARS: N65°14'47"W A DISTANCE OF 110.40 FEET; 4) S83°20'13"W A DISTANCE OF 151.97 FEET TO THE CENTER OF THE CRYSTAL RIVER; THENCE ALONG THE CENTERLINE OF SAID CRYSTAL RIVER THE FOLLOWING NINE (9) COURSES: 1) N08°49'15"W A DISTANCE OF 115.45 FEET; 2) N06°20'52"W A DISTANCE OF 199.66 FEET; 3) N06°36'40"W A DISTANCE OF 312.89 FEET; 4) N05°30'25"E A DISTANCE OF 143.32 FEET; 5) N05°44'44"W A DISTANCE OF 152.54 FEET; 6) N00°41'13"E A DISTANCE OF 86.11 FEET; 7) N07°47'42"W A DISTANCE OF 44.82 FEET; 8) N03°20'34"W A DISTANCE OF 82.17 FEET; 9) N04°20'09"E A DISTANCE OF 107.77 FEET; THENCE LEAVING SAID CENTERLINE, N89°53'12"W A DISTANCE OF 123.14 FEET TO THE NORTHEAST CORNER OF LOT 10, ACCORDING TO THE AMENDED FINAL PLAT OF LOTS 10, 11 AND 12, BLOCK 1, CHAIR MOUNTAIN RANCH SUBDIVISION, A FOUND REBAR & 1-1/4" YELLOW CAP L514111; THENCE N89°49'10"W ALONG THE NORTH LINE OF SAID LOT 10 A DISTANCE OF 103.9 FEET TO THE CENTERLINE OF VACATED LOW STREET; THENCE LEAVING SAID NORTH LINE N04°30'02"E ALONG SAID CENTERLINE A DISTANCE OF 177.62 FEET TO A POINT ON A LINE COMMON WITH THE SOUTH LINE OF SHORT STREET AND THE PITKIN-GUNNISON COUNTY LINE ACCORDING TO CHAIR MOUNTAIN RANCH SUBDIVISION; THENCE LEAVING SAID CENTERLINE OF VACATED LOW STREET, ALONG SAID PITKIN-GUNNISON COUNTY LINE S89°54'39"E A DISTANCE OF 1161.38 FEET TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 7, A REBAR & 1-1/4" ORANGE PLASTIC CAP P1538215; THENCE ALONG SAID NORTH-SOUTH CENTERLINE S01°16'34"W A DISTANCE OF 1744.26 FEET TO THE POINT OF BEGINNING; SAID PARCEL OF LAND CONTAINS 37.836 ACRES, MORE OR LESS.



VICINITY MAP SCALE: 1" = 5,000'

BOUNDARY LINE ADJUSTMENT PARCEL (AS-SURVEYED)

A PARCEL OF LAND SITUATED IN THE SE1/4NW1/4 AND THE NE1/4NW1/4 OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 7, A 3-1/4" BLM 1988 ALUMINUM CAP FOUND IN PLACE; THENCE S72°19'06"E A DISTANCE OF 247.73 FEET TO THE SOUTHEAST CORNER OF LOT 10, BLOCK 1 OF THE AMENDED PLAT OF LOTS 10, 11 AND 12, BLOCK 1, CHAIR MOUNTAIN RANCH SUBDIVISION RECORDED AS RECEPTION NO. 423915, THE POINT OF BEGINNING, BEING A REBAR & 1-1/4" YELLOW PLASTIC CAP L514111 FOUND IN PLACE; THENCE N18°36'18"W ALONG THE EAST LINE OF SAID LOT 10 A DISTANCE OF 126.57 FEET TO A REBAR & 1-1/4" YELLOW PLASTIC CAP L514111 FOUND IN PLACE; THENCE CONTINUING ALONG SAID EAST LINE N16°03'17"W A DISTANCE OF 208.44 FEET TO THE NORTHEAST CORNER OF SAID LOT 10, A REBAR & 1-1/4" YELLOW PLASTIC CAP L514111 FOUND IN PLACE; THENCE LEAVING SAID EAST LINE S89°53'12"E A DISTANCE OF 123.14 FEET TO A POINT ON THE CENTERLINE OF THE CRYSTAL RIVER; THENCE ALONG SAID CENTERLINE THE FOLLOWING FOUR (4) COURSES: 1) S04°20'09"W A DISTANCE OF 107.77 FEET; 2) S03°20'34"E A DISTANCE OF 82.17 FEET; 3) S07°47'42"E A DISTANCE OF 44.82 FEET; 4) S00°41'13"W A DISTANCE OF 86.11 FEET; THENCE LEAVING SAID CENTERLINE S89°57'10"W A DISTANCE OF 26.80 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.541 ACRES, MORE OR LESS.

ATTORNEY'S OPINION

I, ERIC GROSS, AN ATTORNEY AT LAW DULY LICENSED TO PRACTICE IN THE STATE OF COLORADO, HEREBY CERTIFY THAT I HAVE EXAMINED TITLE TO ALL LANDS HEREIN DEDICATED AND SUBDIVIDED. SUCH TITLE IS VESTED IN JERRY D. & SUSAN L. ANDERSON AND ELK HORN RANCH LLC AND IS FREE AND CLEAR OF ALL LIENS, DEFECTS, ENCUMBRANCES, RESTRICTIONS AND RESERVATIONS EXCEPT AS SHOWN IN LAND TITLE GUARANTEE COMPANY COMMITMENT NO. GUR88004232-2 DATED: JANUARY 6, 2022 AND COMMITMENT NO. GUR88003927-2 DATED: OCTOBER 4, 2021.

DATED THIS 10th DAY OF JUNE, A.D., 2022.

BY: Eric Gross, Attorney-at-Law

BOARD OF COUNTY COMMISSIONERS APPROVAL

THE WITHIN BOUNDARY LINE ADJUSTMENT PLAT OF ELK HORN RANCH-ANDERSON IS APPROVED THIS DAY OF A.D., 2022, AND THE ROADS AND OTHER PUBLIC AREAS ARE HEREBY ACCEPTED PROVIDED, HOWEVER, THAT SUCH ACCEPTANCE SHALL NOT IN ANY WAY BE CONSIDERED AS AN ACCEPTANCE FOR MAINTENANCE OR SNOW REMOVAL PURPOSES. MAINTENANCE OF, OR SNOW REMOVAL FROM, THE SUBJECT ROADS SHALL BE ONLY UPON A SEPARATE RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS PASSED IN ACCORDANCE WITH SUCH POLICIES, RESOLUTIONS OR ORDINANCES IN EFFECT AT THAT TIME.

CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS

ATTEST: GUNNISON COUNTY CLERK & RECORDER

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

THIS BOUNDARY LINE ADJUSTMENT PLAT WAS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO ON THIS DAY OF A.D., 2022 RECEPTION NUMBER

TIME: DATE: GUNNISON COUNTY CLERK AND RECORDER

SURVEY NOTES:

- 1. BASIS OF BEARINGS FOR THIS SURVEY IS AN ASSUMED BEARING OF S01°16'34"W BETWEEN THE NORTH AND CENTER QUARTER SECTION CORNERS, BEING FOUND 3-1/4" BLM ALUMINUM CAPS AS SHOWN HEREON.
2. DATE OF FIELD SURVEY: SEPTEMBER 23 & 27, 2021.
3. LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
4. THIS SURVEY IS BASED ON DEEDS OF RECORD, LOT 10, BLOCK 1, CHAIR MOUNTAIN RANCH SUBDIVISION, ACCORDING TO THE AMENDED FINAL PLAT OF LOTS 10, 11 AND 12, BLOCK 1, CHAIR MOUNTAIN SUBDIVISION RECORDED NOVEMBER 20, 1990 UNDER RECEPTION NO. 423915 AND MONUMENTS FOUND IN PLACE AS SHOWN HEREON.
5. THIS IMPROVEMENT SURVEY PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY TRUE NORTH COLORADO, LLC, FOR ALL INFORMATION REGARDING EASEMENT, RIGHTS-OF-WAY AND/OR TITLE OF RECORD, TRUE NORTH COLORADO, LLC. RELIED UPON TITLE COMMITMENT NO. GUR88004232-3 ISSUED BY LAND TITLE GUARANTEE COMPANY, DATED: FEBRUARY 25, 2022 AND COMMITMENT NO. GUR88004237 DATED: DECEMBER 30, 2021.

SURVEYOR'S CERTIFICATE

I, RODNEY P. KISER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO THAT THIS BOUNDARY LINE ADJUSTMENT PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF ELK HORN RANCH, THAT SUCH PLAT WAS MADE FROM AN ACCURATE FIELD SURVEY OF THE PROPERTY ON SEPTEMBER 23 & 27, 2021 AND WAS PERFORMED UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE AND THAT THIS SURVEY MEETS THE REQUIREMENTS OF A LAND SURVEY PLAT AS SET FORTH IN C.R.S. SECTION 38-51-106 AND IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND KNOWLEDGE.

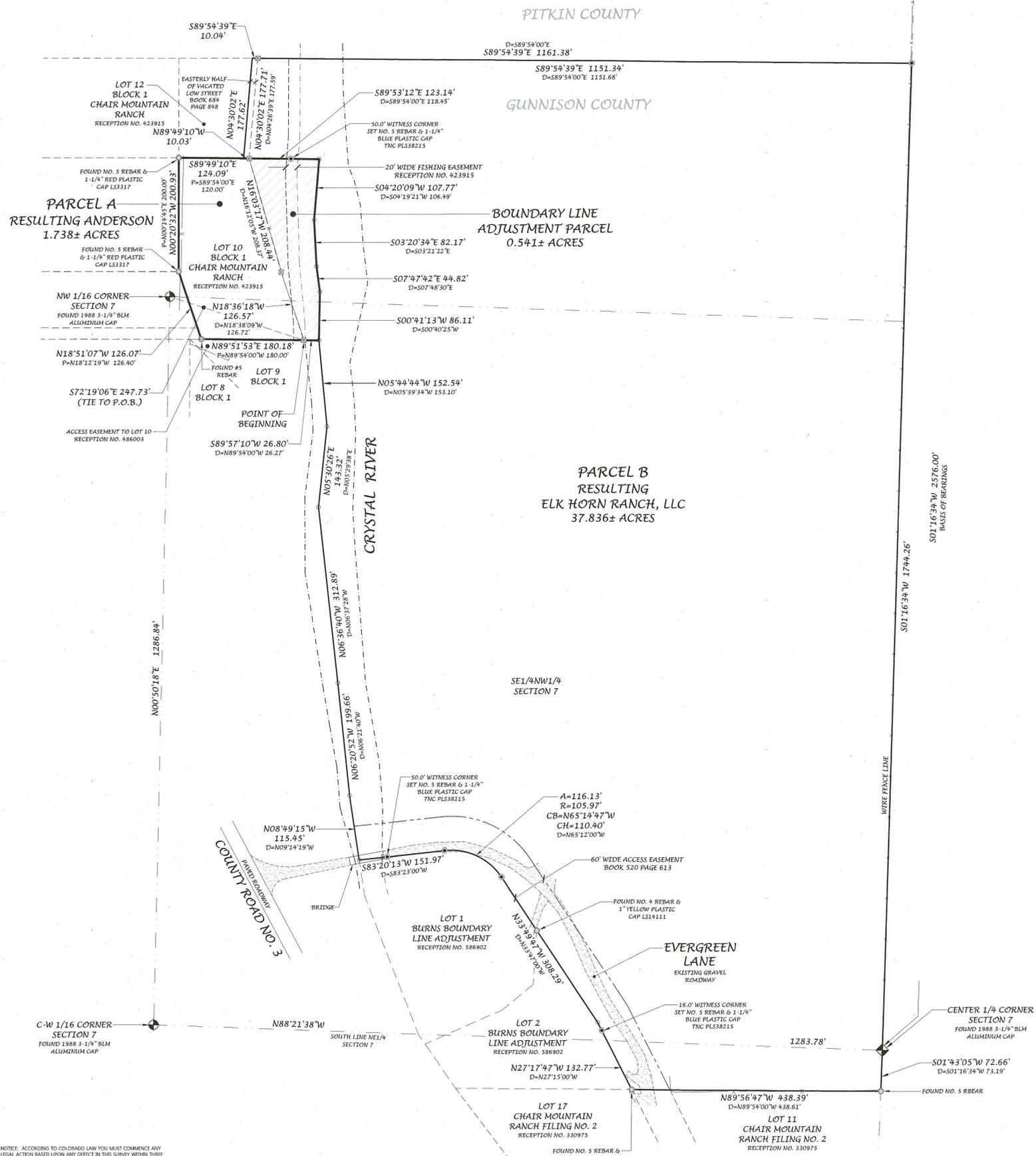
RODNEY P. KISER LICENSED PROFESSIONAL LAND SURVEYOR COLORADO REGISTRATION NO. 38215 TRUE NORTH COLORADO, LLC.

TRUE NORTH COLORADO A LAND SURVEYING AND MAPPING COMPANY ELK HORN RANCH - ANDERSON BOUNDARY LINE ADJUSTMENT PLAT SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST, 6TH P.M. COUNTY OF GUNNISON - STATE OF COLORADO TRUE NORTH COLORADO LLC. A LAND SURVEYING AND MAPPING COMPANY P.O. BOX 614 - 386 MAIN STREET UNIT 3 NEW CASTLE, COLORADO 81647 (970) 984-0474 www.truenorthcolorado.com PROJECT NO: 2021-345 DRAWN RPK SHEET 1 OF 2 DATE: MAY 21, 2022 SURVEYED GBL-DJB

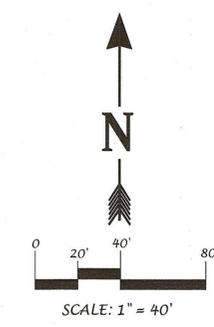
ELK HORN RANCH - ANDERSON

BOUNDARY LINE ADJUSTMENT PLAT

SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PM
COUNTY OF GUNNISON, STATE OF COLORADO



NORTH 1/4 CORNER
SECTION 7
FOUND 1988 3-1/4" BLM
ALUMINUM CAP



- LEGEND**
- SET NO. 5 REBAR & 1-1/4" ORANGE PLASTIC CAP TNC PLS 38215
 - ⊠ FOUND NO. 5 REBAR & 1-1/4" YELLOW PLASTIC CAP LS14111
 - D = DEED DATA RECORDED AS RECEPTION NO. 648889
 - P = PLAT DATA - CHAIR MOUNTAIN RANCH RECEPTION NO. 423915

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

TRUE NORTH
COLORADO
A LAND SURVEYING AND MAPPING COMPANY

ELK HORN RANCH-ANDERSON
BOUNDARY LINE ADJUSTMENT PLAT
SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST, 6TH P.M.
COUNTY OF GUNNISON - STATE OF COLORADO

TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 386 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2021-345 DRAWN: RPK SHEET: 2 OF 2
DATE: MAY 21, 2022 SURVEYED: GBL-DJB

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Adoption of Gunnison County Ordinance No. 20, An O

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Adoption of Gunnison County Ordinance No. 20, An Ordinance Amending the Penalties set forth in Ordinance No. 14 and 15 regarding to periodically ban open fire and identification of Red Flag Fire Dags.

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: DBishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 6/28/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/1/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 7/5/2022

Proof of Publication
6/16/2022

Gunnison County Attorney's Office
200 E. Virginia Ave.
Gunnison CO 81230

STATE OF COLORADO
County of Gunnison

I, Alan Wartes, do solemnly swear that I am Publisher of THE GUNNISON COUNTRY TIMES; that the same is a weekly newspaper printed in whole or in part in the County of Gunnison, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Gunnison for a period of more than 52 consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under provisions of the Act of March 3, 1879, and any amendments thereof; and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

That the legal notice or advertisement of which the attached is a full, true and correct copy, was published in the regular and entire issue of every number of said weekly newspaper for the period of 1 issues(s); and that the first publication of said notice was in the issue of said newspaper dated 6/16/2022, and that the last publication of said notice was in the issue of said newspaper dated 6/16/2022.

In witness whereof I have hereunto set my hand this 16th day of June, A.D. 2022.

Alan Wartes
Alan Wartes, Publisher

Subscribed and sworn to before me, a notary public in and for the County of Gunnison, State of Colorado, this 16 day of June, A.D. 2022.

Jason Ruggera
Notary Public this date of 6/16/2022

JASON RUGGERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20194047281
MY COMMISSION EXPIRES DEC. 19, 2023



Proof of Publication

6/16/2022

cont. Gunnison County Attorney's Office

Order No: 4562

PUBLIC NOTICE

NOTICE is hereby given of a public hearing before the Board of County Commissioners of the County of Gunnison, Colorado, at 8:30 a.m. of the 5th day of July, 2022, in the Board of County Commissioners Meeting Room, Gunnison County Courthouse, 200 East Virginia Avenue, Gunnison, Colorado for the purpose of adopting Ordinance No. 20, an ordinance amending the penalties set forth in Ordinance No. 14 and Ordinance No. 16, "An Ordinance Amending the Penalties Set Forth In Ordinance Nos. 14 and 16 Regarding Process to Periodically Ban Open Fires and Identification of "Red Flag" Fire Days".

Ordinance No. 20 is hereby published in full pursuant to C.R.S. § 30-15-406.

This notice given and published by the order of the Board of County Commissioners.
Dated this 7th day of June, 2022.
Published as a Public Notice in the June 16, 2022 edition.

COUNTY OF GUNNISON, COLORADO

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY

ORDINANCE NO. 20

TITLE: AN ORDINANCE AMENDING THE PENALTIES SET FORTH IN ORDINANCE NOS. 14 AND 16 REGARDING PROCESS TO PERIODICALLY BAN OPEN FIRES AND IDENTIFICATION OF "RED FLAG" FIRE DAYS

WHEREAS, on June 18, 2002, the Gunnison County Board of County Commissioners adopted Ordinance No. 14, amending Ordinance No. 8[a] and establishing a permanent process to periodically ban open fires and imposing associated penalties;

WHEREAS, on April 20, 2004, the Gunnison County Board of County Commissioners adopted Ordinance No. 16, authorizing the identification of "red flag" fire days and imposing certain related requirements and penalties;

WHEREAS, the Colorado Legislature, through passage of Senate Bill 21-271, amended the penalties associated with violation of certain types of county ordinances, effective March 1, 2022; and

WHEREAS, because of this change in the law, the Gunnison County Board of County Commissioners has determined the need to amend Ordinance Nos. 14 and 16 to conform the penalties with the changes to C.R.S. § 30-15-402 made as a result of Senate Bill 21-271, and, where appropriate, to increase same in order to modernize the penalties associated with violations of the aforementioned ordinances;

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

Section 1. Amendment of Ordinance No. 14.

Paragraph 3, which in turn amends Section 3 of Ordinance 8[a], is hereby amended as follows:

Any person who violates this Ordinance, or any resolution passed or ratified pursuant to this Ordinance, commits a civil infraction and, upon conviction thereof, shall be punished by a fine of not more than one thousand dollars for each separate offense. The penalty assessment procedure provided in C.R.S. § 16-2-201, as amended, may be followed by any arresting law enforcement officer for any such violation. That penalty assessment procedure shall provide for a fine of five hundred dollars (\$500.00) for each separate offense and a fine of one thousand dollars (\$1000.00) for any repeat offense by the same individual. Pursuant to C.R.S. § 30-15-402(2)(a), in addition to the foregoing penalties, persons convicted of a violation of this Ordinance, or any resolution passed or ratified pursuant to this Ordinance, are subject to a surcharge of ten dollars (\$10) to be paid to the clerk of the Gunnison County Court by the defendant, as well as any other penalties or surcharges set forth in C.R.S. § 30-15-402, as amended, or as otherwise provided by law.

All other provisions of Ordinance No. 14 shall remain in full force and effect as if fully set forth in this Ordinance.

Section 2. Amendment of Ordinance No. 16.

Paragraph 4 of Ordinance No. 16 is hereby amended as follows:

Any person who initiates in unincorporated Gunnison County a ditch, field, trash or slash fire without having first, on the same day, notified Gunnison Regional Communications Center of the intent to initiate such a fire commits a civil infraction and, upon conviction thereof, shall be punished by a fine of one hundred dollars (\$100.00) for the first violation, five hundred dollars (\$500.00) for the second violation, and one thousand dollars (\$1,000.00) for each subsequent violation, and for each violation shall pay the penalties and surcharges identified in C.R.S. § 30-15-402, as amended. The penalty assessment procedure provided in C.R.S. § 16-2-201, as amended, is authorized to be followed by any arresting law enforcement officer for any such violation. Pursuant to C.R.S. § 30-15-402(2)(a), in addition to the foregoing penalties, persons convicted of a violation of this Ordinance, or any resolution passed or ratified pursuant to this Ordinance, are subject to a surcharge of ten dollars (\$10) to be paid to the clerk of the Gunnison County Court by the defendant, as well as any other penalties or surcharges set forth in C.R.S. § 30-15-402, as amended, or otherwise permitted by law.

Paragraph 5 of Ordinance No. 16 is hereby amended as follows:

Any person who initiates in unincorporated Gunnison County an open fire, as that term is defined in Section 1 of Gunnison County

Ordinance No. 14, on a day identified by the National Weather Service as a "red flag" fire day in any part of unincorporated Gunnison County commits a civil infraction and, upon conviction thereof, shall be punished by a fine of five hundred dollars (\$500.00) for the first violation and one thousand dollars (\$1,000.00) for each subsequent violation, and for each violation shall pay the penalties and surcharges identified in C.R.S. § 30-15-402, as amended. The penalty assessment procedure provided in C.R.S. § 16-2-201, as amended, is authorized to be followed by any arresting law enforcement officer for any such violation. Pursuant to C.R.S. § 30-15-402(2)(a), in addition to the foregoing penalties, persons convicted of a violation of this Ordinance, or any resolution passed or ratified pursuant to this Ordinance, are subject to a surcharge of ten dollars (\$10) to be paid to the clerk of the Gunnison County Court by the defendant, as well as any other penalties or surcharges set forth in C.R.S. § 30-15-402, as amended, or otherwise permitted by law.

All other provisions of Ordinance No. 16 shall remain in full force and effect as if fully set forth in this Ordinance.

Section 3. Certification.

The County Clerk shall certify the passage of this Ordinance and make not less than three (3) copies of this Ordinance 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.

Gunnison Country Times
Gunnison, Colorado
Publication date of June 16, 2022

4562

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY**

ORDINANCE NO. 20

AN ORDINANCE AMENDING THE PENALTIES SET FORTH IN ORDINANCE NOS.
14 AND 16 REGARDING PROCESS TO PERIODICALLY BAN OPEN FIRES
AND IDENTIFICATION OF "RED FLAG" FIRE DAYS

WHEREAS, on June 18, 2002, the Gunnison County Board of County Commissioners adopted Ordinance No. 14, amending Ordinance No. 8[a] and establishing a permanent process to periodically ban open fires and imposing associated penalties;

WHEREAS, on April 20, 2004, the Gunnison County Board of County Commissioners adopted Ordinance No. 16, authorizing the identification of "red flag" fire days and imposing certain related requirements and penalties;

WHEREAS, the Colorado Legislature, through passage of Senate Bill 21-271, amended the penalties associated with violation of certain types of county ordinances, effective March 1, 2022; and

WHEREAS, because of this change in the law, the Gunnison County Board of County Commissioners has determined the need to amend Ordinance Nos. 14 and 16 to conform the penalties with the changes to C.R.S. § 30-15-402 made as a result of Senate Bill 21-271, and, where appropriate, to increase same in order to modernize the penalties associated with violations of the aforementioned ordinances;

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

Section 1. Amendment of Ordinance No. 14.

Paragraph 3, which in turn amends Section 3 of Ordinance 8[a], is hereby amended as follows:

Any person who violates this Ordinance, or any resolution passed or ratified pursuant to this Ordinance, commits a civil infraction and, upon conviction thereof, shall be punished by a fine of not more than one thousand dollars for each separate offense. The penalty assessment procedure provided in C.R.S. § 16-2-201, as amended, may be followed by any arresting law enforcement officer for any such violation. That penalty assessment procedure shall provide for a fine of five hundred dollars (\$500.00) for each separate offense and a fine of one thousand dollars (\$1000.00) for any repeat offense by the same individual. Pursuant to C.R.S. § 30-15-402(2)(a), in addition to the foregoing penalties, persons convicted of a

violation of this Ordinance, or any resolution passed or ratified pursuant to this Ordinance, are subject to a surcharge of ten dollars (\$10) to be paid to the clerk of the Gunnison County Court by the defendant, as well as any other penalties or surcharges set forth in C.R.S. § 30-15-402, as amended, or as otherwise provided by law.

All other provisions of Ordinance No. 14 shall remain in full force and effect as if fully set forth in this Ordinance.

Section 2. Amendment of Ordinance No. 16.

Paragraph 4 of Ordinance No. 16 is hereby amended as follows:

Any person who initiates in unincorporated Gunnison County a ditch, field, trash or slash fire without having first, on the same day, notified Gunnison Regional Communications Center of the intent to initiate such a fire commits a civil infraction and, upon conviction thereof, shall be punished by a fine of one hundred dollars (\$100.00) for the first violation, five hundred dollars (\$500.00) for the second violation, and one thousand dollars (\$1,000.00) for each subsequent violation, and for each violation shall pay the penalties and surcharges identified in C.R.S. § 30-15-402, as amended. The penalty assessment procedure provided in C.R.S. § 16-2-201, as amended, is authorized to be followed by any arresting law enforcement officer for any such violation. Pursuant to C.R.S. § 30-15-402(2)(a), in addition to the foregoing penalties, persons convicted of a violation of this Ordinance, or any resolution passed or ratified pursuant to this Ordinance, are subject to a surcharge of ten dollars (\$10) to be paid to the clerk of the Gunnison County Court by the defendant, as well as any other penalties or surcharges set forth in C.R.S. § 30-15-402, as amended, or otherwise permitted by law.

Paragraph 5 of Ordinance No. 16 is hereby amended as follows:

Any person who initiates in unincorporated Gunnison County an open fire, as that term is defined in Section 1 of Gunnison County Ordinance No. 14, on a day identified by the National Weather Service as a "red flag" fire day in any part of unincorporated Gunnison County commits a civil infraction and, upon conviction thereof, shall be punished by a fine of five hundred dollars (\$500.00) for the first violation and one thousand dollars (\$1,000.00) for each subsequent violation, and for each violation shall pay the penalties and surcharges identified in C.R.S. § 30-15-402, as amended. The penalty assessment procedure provided in C.R.S. § 16-2-201, as amended, is authorized to be followed by any arresting law enforcement officer for any such violation. Pursuant to C.R.S. § 30-15-402(2)(a), in addition to the foregoing penalties, persons convicted of a violation of this Ordinance, or any resolution passed or ratified pursuant to this Ordinance, are subject to a surcharge of ten dollars (\$10) to be paid to the clerk of the Gunnison

County Court by the defendant, as well as any other penalties or surcharges set forth in C.R.S. § 30-15-402, as amended, or otherwise permitted by law.

All other provisions of Ordinance No. 16 shall remain in full force and effect as if fully set forth in this Ordinance.

Section 3. Certification.

The County Clerk shall certify the passage of this Ordinance and make not less than three (3) copies of this Ordinance 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**

Jonathan Houck, Chairperson

Roland Mason, Commissioner

Elizabeth Smith, Commissioner

Attest:

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 _____.

Kathy Simillion
Clerk and Recorder of Gunnison County

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: BLM invitation to participate as a Cooperating Age

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

BLM has sent an invitation to be a Cooperating Agency for a resource management plan amendment (RMPA) with an associated environmental impact statement (EIS) to consider an amendment to land use plans for the conservation of big game corridor and important habitat areas. The

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 6/30/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/1/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 7/5/2022

Melanie Bollig

Subject: FW: BLM Invitation to Gunnison for Cooperating Agency Status - Big Game Amendment
Attachments: BLM Invite Letter_Big Game RMPA_6.10.22.pdf

From: BLM_CO_Corridors_Planning <BLM_CO_Corridors_Planning@blm.gov>

Sent: Monday, June 27, 2022 12:16 PM

To: Elizabeth K. Smith <EKSmith@gunnisoncounty.org>; Jonathan Houck <JHouck@gunnisoncounty.org>; Roland Mason <RMason@gunnisoncounty.org>

Cc: Matthew Birnie <MBirnie@gunnisoncounty.org>

Subject: BLM Invitation to Gunnison for Cooperating Agency Status - Big Game Amendment

[EXTERNAL SENDER - USE CAUTION]

Dear County Commissioners,

The Bureau of Land Management (BLM), Colorado State Office is initiating a resource management plan amendment (RMPA) with an associated environmental impact statement (EIS) to consider an amendment to land use plans for the conservation of big game corridor and important habitat areas. A Notice of Intent is anticipated this June. Based on your expertise and/or jurisdiction, the BLM Colorado State Office is inviting you to become a cooperating agency for this effort. Please see the **attached** letter for additional information and how to respond by **July 10, 2022** to this invitation for the County to become a cooperating agency. The County may also become a cooperating agency after July 10, 2022 during the planning process.

We look forward to working with you as we proceed with this effort.

Thank you,

Planning Team
Bureau of Land Management | Colorado State Office
2850 Youngfield St,
Lakewood, CO 80215



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Colorado State Office
2850 Youngfield Street
Lakewood, Colorado 80215-7210

In Reply Refer To: 1610 (LLCO000000)
1610 (CO-930)

Dear Cooperator,

The Bureau of Land Management (BLM), Colorado State Office is initiating a resource management plan amendment (RMPA) with an associated environmental impact statement (EIS) to consider an amendment to land use plans for the conservation of big game corridor and important habitat areas. The purpose is to analyze the incorporation of plan components related to the BLM's management of oil and gas development to be consistent with other state and local requirements (43 CFR § 1610.3-3) and BLM's mandate under the Federal Land Policy and Management Act of 1976, as amended. We anticipate publication of a Notice of Intent (NOI) in June of 2022.

The planning area (**see Attachment 1**) includes all 64 counties in Colorado and encompasses approximately 8.3 million acres of BLM-managed surface land and approximately 27 million acres of Federal mineral estate. This acreage includes Federal minerals on Federal lands and "split estate" Federal minerals located under surface lands with non-Federal ownership. The decision area includes all BLM public lands and approximately 4.6 million acres of split-estate private, local government, and state lands.

Invitation to Participate as a Cooperating Agency

Based on our preliminary evaluation, given your expertise and/or jurisdiction, the BLM Colorado State Office is inviting you to become a cooperating agency for this effort. Cooperating agency participation provides the opportunity for us to work together and to enhance the BLM's planning efforts. This may include sharing data or other information such as relevant policies or strategies, gathering best available science, assistance with developing alternatives consistent with the purpose of the effort, providing methods for analysis, and review of internal drafts. Consistent with current NEPA regulations (40 CFR §1501.8), a cooperating agency must meet the lead agency's schedule for providing comments along with other responsibilities. The BLM anticipates a timeframe of approximately 24 months from project initiation to issuance of a Record of Decision/Approved RMP Amendment.

If you decide to become a cooperating agency, we will seek your input, review, and signature of a memorandum of understanding (MOU) that describes the roles and responsibilities of the BLM and your agency. You will receive a draft MOU for review following acceptance of becoming a cooperating agency. Cooperating agencies will need to assign a representative, and staff if needed, to assist with reviews or analysis for which they have expertise or jurisdiction.

If you are interested in becoming a cooperating agency, please notify the BLM Colorado State Office via email at BLM_CO_Corridors_Planning@blm.gov by **July 10, 2022**. We will need a point of contact to finalize the MOU and the name of your representative for the planning process. If you decline to be a cooperating agency, we request that you also respond to this invitation to let us know. Please be assured that, whether or not you elect to participate as a cooperating agency, the BLM will afford your agency ample opportunities to participate during this planning effort. The BLM recognizes that agency decisions regarding public lands can have an impact on neighboring communities. The involvement of your agency helps ensure that resulting decisions are appropriate and effective.

For further information or to request a meeting, please contact Alan Bittner, BLM Colorado Deputy State Director for Resources, abittner@blm.gov or 303-239-3768. Thank you for your interest in the planning process and administration of public lands. We look forward to working with you as we proceed with this effort.

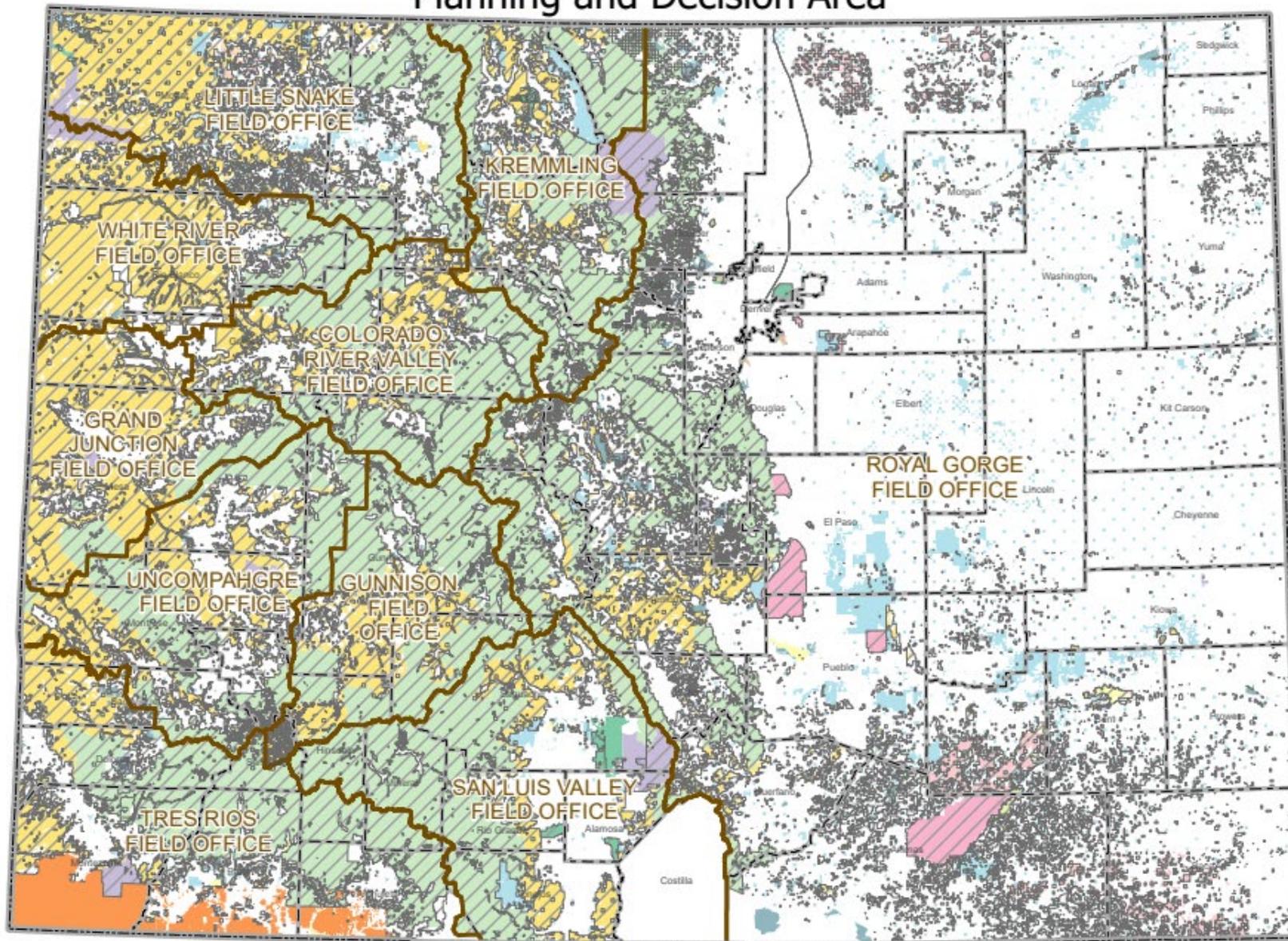
Sincerely,

A handwritten signature in blue ink, appearing to read 'Alan Bittner', with a stylized flourish at the end.

Alan Bittner
Deputy State Director – Resources

Attachment: Map of Preliminary Planning Area

Planning and Decision Area



1:2,700,000

- | | | | |
|--|-----------------------|---------------------------------------|-------------------------------|
| BLM Field Office Areas Boundaries | Indian Reservation | Other Federal | Bankhead-Jones Land Use Lands |
| Federal Mineral Estate - with Oil and Gas Rights | Military Reservation | Private | US Fish and Wildlife Service |
| Bureau of Land Management | National Grasslands | State | US Forest Service |
| Bureau of Reclamation | National Park Service | State, County, City: Recreation Areas | Counties |

BLM Colorado



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of the data layers shown on this map. The official land records of the data providers should be checked or current status on any specific tract of land.