

- 1 - Aug 16 2022 BOCC Regular Meeting Agenda
- 2a, 2b - Alcohol Veb Licenses for CBNC Magic Meadows Yurt and Almont Resort
- 2c - Alcohol Bev Lic for Ice Bar_Rest Twister Warming Hse
- 3 - Calendar Schedule, Aug 16 to Sept 20 2022
- 4 - consent 1, Out-of-Cycle Appt to 7th Judicial Distr Comm Corrections Brd
- 4 - consent 2, Opioid Settments IGA with Town of Mt CB
- 4 - consent 3, CO Trout Unltd Letter of Support Request
- 4 - consent 4, Walden Univ US Field Site Affiliation Agreement
- 4 - consent 5, Ratif of CM Signatue, Employment Agreement, CFO Perry Solheim
- 4 - consent 6, Approval to reapply for CDPHE Preventive Block Grant_FY2023
- 5 - Approval for Resolution Amending GC Emergency_Disaster Mngmt and Procedures

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, August 16, 2022

Page 1 of 2

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

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

- 8:30 am
- Call to Order
 - Alcohol Beverage License #05-29384-0002; Crested Butte Nordic Council dba CBNC Magic Meadows Yurt; Effective Date 9/15/2022 – 9/15/2023
 - Alcohol Beverage License #03-14906; Almont FBF Holdings LLC dba Almont Resort; Effective Date 9/29/2022 – 9/29/2023
 - Alcohol Beverage License #07-74205-0002; Crested Butte LLC dba Ice Bar/Rest Twister Warming Hse; Effective Date 7/15/2022 – 7/15/2023
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:31 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. Out-of-Cycle Appointment to 7th Judicial District Community Corrections Board; Gunnison County representative Giancarlo Panagia; 2-year terms, with initial term to expire February 1, 2024
 2. Approval for Opioid Settlement Intergovernmental Agreement; between Gunnison County and the Town of Mt. Crested Butte; Establishing the manner in which funds from settlements between the State of Colorado and opioid manufacturers shall be divided and distributed locally
 3. Colorado Trout Unlimited Letter of Support Request; Colorado River District, Community Funding Partnership Program application; for Clear Fork East Muddy Creek Native Trout Restoration Project
 4. Approval for Walden University U.S. Field Site Affiliation Agreement; Gunnison County Juvenile Services; for field interns through Walden University's student education program; Effective Date 8/29/2022, for a 5-year period
 5. Ratification of the County Manager's Signature; Employment Agreement, Chief Financial Officer; Perry Solheim
 6. Approval to reapply for a Colorado Department of Public Health and Environment (CDPHE) Preventive Block Grant; to support Gunnison County Health and Human Services' staff time and efforts related to creating a new public health improvement plan for the region; \$50,000 - \$75,000
- 8:34
- Approval for a Resolution; Amending Gunnison County Emergency and Disaster Management and Procedures
- 8:40
- Unscheduled Citizens: Limit to 5 minutes per item. No formal action can be taken at this meeting.
 - Adjourn

(Packet and Zoom Meeting Details continued on page 2)

*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, August 16, 2022

Page 2 of 2

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

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

ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNRVdDemZJdC91aVBlZz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

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

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #05-29384-0002; Crested B

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Liquor License Renewals for Crested Butte Nordic Council dba CBNC Magic Meadows Yurt and Almont FBF Holdings LLC dba Almont Resort

Fiscal Impact:

Submitted by: Kathy Simillion

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appear legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 8/9/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/11/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/16/2022



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-14906
to sell/serve malt, vinous, spirituous liquor for (on the)-premises
consumption in the County of Gunnison, Colorado.

**ALMONT FBF HOLDINGS LLC DBA ALMONT RESORT
10209 HWY 135
ALMONT, COLORADO 81210**

Fee \$100.00

Effective Dates: 09.29.2022 - 09.29.2023

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

Gunnison County Clerk
Kathy Simillion

Date

Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

**ALMONT FBF HOLDINGS LLC
dba ALMONT RESORT
10209 HIGHWAY 135
Almont CO 81210**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-14906	License Expires at Midnight September 29, 2023
License Type HOTEL & RESTAURANT (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 7/27/2022 YHK

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

Submit to Local Licensing Authority

**ALMONT RESORT
 227 WEST MONROE, SUITE 5000
 Chicago IL 60606**

received
 7-12-2022

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

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name ALMONT FBF HOLDINGS LLC		Doing Business As Name (DBA) ALMONT RESORT	
Liquor License # 03-14906	License Type Hotel & Restaurant (county)		
Sales Tax License Number 94809121	Expiration Date 09/29/2022	Due Date 08/15/2022	
Business Address 10209 HIGHWAY 135 Almont CO 81210			Phone Number 6302074193
Mailing Address 227 WEST MONROE, SUITE 5000 Chicago IL 60606		Email stay@almontresort.com	
Operating Manager Harold Seiff	Date of Birth 5-17-58	Home Address 26 Lochlea Lane	Phone Number 970-901-0244
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #05-29384-0002
to sell/serve malt, vinous, spirituous liquor for (on the)-premises
consumption in the County of Gunnison, Colorado.

**CRESTED BUTTE NORDIC COUNCIL
DBA CBNC MAGIC MEADOWS YURT
LOWER LOOP PARCEL-MAGIC MEADOW LOT 3
CRESTED BUTTE, COLORADO 81224**

Fee \$100.00

Effective Dates: 09.15.2022 – 09.15.2023

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

Gunnison County Clerk

Date

Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

**CRESTED BUTTE NORDIC COUNCIL
dba CBNC MAGIC MEADOWS YURT
LOWER LOOP PARCEL - MAGIC MEADOWS LOT 3
Crested Butte CO 81224**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 05-29384-0002	License Expires at Midnight September 15, 2023
License Type TAVERN (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 7/27/2022 YHK

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

Submit to Local Licensing Authority

**CBNC MAGIC MEADOWS YURT
 PO BOX 1269
 Crested Butte CO 81224**

received
 7-17-2022

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

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name CRESTED BUTTE NORDIC COUNCIL		Doing Business As Name (DBA) CBNC MAGIC MEADOWS YURT	
Liquor License # 05-29384-0002	License Type Tavern (county)		
Sales Tax License Number 05293840002	Expiration Date 09/15/2022	Due Date 08/01/2022	
Business Address LOWER LOOP PARCEL - MAGIC MEADOWS LOT 3 Crested Butte CO 81224			Phone Number 9703491707
Mailing Address PO BOX 1269 Crested Butte CO 81224		Email admin@cbnordic.org	
Operating Manager Brittany Perkins	Date of Birth 5-14-78	Home Address PO Box 2703, Crested Butte CO 81224	Phone Number 970-349-1707 x3
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>2021</u>			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes No

Affirmation & Consent			
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.			
Type or Print Name of Applicant/Authorized Agent of Business BRITTANY PERKINS			Title FINANCE MGR.
Signature <i>Brittany Perkins</i>			Date 7/5/2022
Report & Approval of City or County Licensing Authority			
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved.			
Local Licensing Authority For Gunnison County			Date 7-12-2022
Signature <i>Kathy Simillion</i>		Title County Clerk	Attest <i>[Signature]</i>

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #07-74205-0002; Crested B

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion - County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Renewal for Crested Butte, LLC dba Ice Bar/Rest Twister Warming Hse

Fiscal Impact:

Submitted by: Kathy Simillion

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 8/10/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/11/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/16/2022



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

LICENSE TYPE

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

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

Fee \$100.00

Effective Dates: 07.15.2022 - 07.15.2023

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

Kathy Simillion 8-9-2022
Gunnison County Clerk
Kathy Simillion

Date

Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

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

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

ALCOHOL BEVERAGE LICENSE

Liquor License Number 07-74205-0002	License Expires at Midnight July 15, 2023
License Type HOTEL & RESTAURANT (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 8/3/2022 SB

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

DR 8400 (03/10/22)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division

Submit to Local Licensing Authority

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

Fees Due	
Renewal Fee	550.00
Storage Permit \$100 X <u>1</u>	\$ 100.00
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 650.00

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name CRESTED BUTTE LLC		Doing Business As Name (DBA) ICE BAR / REST TWISTER WARMING HSE	
Liquor License # 07-74205-0002	License Type Hotel & Restaurant (county)		
Sales Tax License Number 07742050002	Expiration Date 07/15/2022	Due Date 05/31/2022	
Business Address SEC 25 T135 R86W Gunnison CO 81230			Phone Number 9703494047
Mailing Address PO BOX 5700 Mt Crested Butte CO 81224		Email joni.m.matzinger@vailresorts.com	
Operating Manager Ryan Groat	Date of Birth 02/26/1988	Home Address 15 Marcellina Ln Unit 108, Mt. Crested Butte, CO 81225	Phone Number 303-960-6048
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

- 7 Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation Yes No
- 8 Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes No

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business	Title
Ryan Groat	Manager
Signature <i>Ryan Groat</i>	Date
	6/7/22

Report & Approval of City or County Licensing Authority

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

Local Licensing Authority For -	Date
<i>Gunnison County</i>	6-16-2022
Signature <i>Kathy Semillion</i>	Title <i>County Clerk</i>
	Attest <i>R. J. [unclear]</i>

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

August 16, 2022 – September 20, 2022

As of 8/12/2022

Board of County Commissioners

1. BOCC Regular Meeting

August 16, 2022, All Day @ BOCC Boardroom

[More Details](#)

2. Commissioner Smith Out of Office

August 16, 2022, All Day

[More Details](#)

3. BOCC Work Session

August 23, 2022, All Day @ BOCC Boardroom

[More Details](#)

4. Mayors & Managers Meeting - Hosted by Gunnison School District

September 1, 2022, 12:00 PM - 1:30 PM

[More Details](#)

5. BOCC Regular Meeting

September 6, 2022, All Day @ BOCC Boardroom

[More Details](#)

6. Joint Work Session: Gunnison County Board of County Commissioners and the Gunnison County Planning Commission

September 8, 2022, 9:00 AM @ Planning Commission Room

Jaynes subdivision

[More Details](#)

7. BOCC Work Session

September 13, 2022, All Day @ BOCC Boardroom

[More Details](#)

8. BOCC Regular Meeting

September 20, 2022, All Day @ BOCC Boardroom

[More Details](#)

Gunnison County Organization

1. Holiday - Labor Day - Offices Closed

September 5, 2022, All Day

[More Details](#)

Gunnison-Hinsdale Board of Human Services

1. [CANCELED] Gunnison-Hinsdale Board of Human Services Meeting

August 16, 2022, All Day @ BOCC Board Room

Meeting will be combined with the Oct 18, 2022 regular meeting

[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Out-of-Cycle Appointment to 7th Judicial District

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Attached is the resume from Giancarlo Panagia, presented at his interview on 8/9, for your review and consideration in appointing him as the Gunnison Co. representative to the 7th Judicial District Community Corrections Board.

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/11/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 8/16/2022

“Tot Capita Tot Sententiae: An Extension or Misapplication of Rawlsian Justice” 110 Penn State Law Review 283-343 (2005)

Pennsylvania State University

“Acts of Bureaucratic Dispossession”

7 Great Plains Journal of Natural Resources 169-203 (lead article) 2002

University of South Dakota

“A Man, His Dream and His Final Banishment”

17 Journal of Environmental Law and Litigation 1-50 (lead article) 2002

University of Oregon

Book

“Public Choice and Land Exchanges”

(Published by Routledge Press on 5/15/2015)

Works in Progress

The Chicago Defender and a Bio-Politics Analysis of Racialized Punishment: From Bare Life to Necro-Politics to Present Times (article in preparation for August 2022)

A Primer on the Study of Ethics in Justice Studies: A Cosmopolitan Take on Five Steps to Tyranny (book in preparation for February 2023 – under contract by Brill Publishers)

Using the Internet as a Mobilizing Structure for Pressure Groups: A Case Study of the NRDC’s Environmental Activism (article in preparation for Summer 2023)

Marco Lokar: Using Ethno-methodology as a Student Athlete Counter-story in Corporate Academia (article in preparation for Winter 2023)

Book Reviews

The Age of Rebuilding: Sketches of the New Italian Private Law, by Guido Alpa (London) The British Institute of International and Comparative Law, 2007, 10 European Journal of Law Reform 419 (2008)

Paper Presentations

“Human Rights and Climate Justice: Shifting the Networks of Relationships to Draft a New Treaty”

Western Social Science Association

Online, April 4, 2020

“Impacts of Pornography on Utah’s Adolescents Sexual Health Practices”

American Society of Criminology

San Francisco, CA, November 15, 2019

“Enacting Social Transformation in Sexual Education in Utah”

Southwestern Social Science Association

San Diego, CA, October 31, 2019

“Challenging media frames of homelessness in Salt Lake City Utah”

Western Social Science Association

San Diego, CA, April 26, 2019

- “Giving a Value to Sustainability in the Risk Society”**
Western Social Science Association
San Diego, CA, April 25, 2019
- “Governing Resilience” Presider**
Mid-Western Political Science Association
Chicago, IL, April 6, 2019
- “Governing Consumption, Water, and Waste” Discussant**
Mid-Western Political Science Association
Chicago, IL, April 5, 2019
- “Sustainable Development in the East Asia Risk Society” Discussant**
Mid-Western Political Science Association
Chicago, IL, April 5, 2019
- “Domestic Violence” Presider**
North Central Sociological Association
Pittsburgh, PA April 6, 2018
- “A Gendered Analysis of the School to Prison Pipeline: A Utah Case Study”**
North Central Sociological Association
Pittsburgh, PA April 6, 2018
- “Beyond Micro-aggressions: Sexual Violence and Trauma in the Utah School to Prison Pipeline”**
Western Social Science Association
San Antonio, TX April 5, 2018
- “Sympathetic to whom? Analyzing the dissonance between ‘human rights’ values and migration policies in the U.S. and Italy”**
Western Political Science Association
San Francisco, CA March 29-31, 2018
- “Rape Culture in Utah High Schools: The Connection with the Sexual Violence to Prison Pipeline”**
Academy of Criminal Justice Sciences
New Orleans, LA February 14-17, 2018
- “The Effects of Intersectionality of Global Capitalism and the Racialized Nation State System on Forced Displacement”**
Western Social Science Association
San Francisco, CA April 12-15, 2017
- “Who Counts as Human? An Analysis of the Dehumanization of the Refugee and Migrant Crisis”**
Western Social Science Association
San Francisco, CA April 12-15, 2017
- “Focus on Equity and Inclusion”**
Continuum of Service Conference
Denver, CO April 6-8, 2017
- “Community Justice by Engaging the Glocal Community”**
Utah Campus Compact Conference
Moab, UT February 9-11, 2017
- “Diversity, Equity, and Inclusion in the new W-Core Emphasis: Present and Future Challenges – Stage 3”**
Association for General and Liberal Studies
Salt Lake City, UT, September 30, 2016

- “Taking a Hard Look at Land Swap Maps: Using a Doctrine to Challenge Federal Land Agencies”**
Western Social Science Association
Reno, NV April 13-16, 2016
- “Environmentalism Culture and the Public Sphere”**
Southwestern Social Science Conference
Las Vegas, NV, March 23-27, 2016
- “Liberal Education Reform - Chapter 2”**
Association for General and Liberal Studies
Milwaukee, WI, September 26, 2015
- “Claims-Making Environmental Group: NRDC and the Lifeworld”**
Western Social Science Conference
Portland, OR, April 8-11, 2015
- “Just Look at the Maps: Challenging Agency's Discretion in Federal Court”**
Utah Academy of Arts & Sciences
Ephraim, UT March 27, 2015
- “Engaging the Glocal Community”**
Utah Campus Compact Conference
St. George, UT February 5-7, 2015
- “From Distribution to Integration: A Process of Liberal Education Reform”**
Association for General and Liberal Studies
Atlanta, GA, September 20, 2014
- “Colonizing Our Lifeworld in the Environmental Claim-Making Arena”**
Utah Academy of Arts & Sciences
St. George, UT, April 11, 2014
- “From Grassroots to Netroots: Mainstream Environmentalists’ Tactics and Consequences”**
Western Social Science Conference
Albuquerque, NM, April 4, 2014
- “Greening the Net: Environmental Activism in Cyberspace”**
Society for the Study of Social Problems
New York City, NY, August 9, 2013
- “Using the Internet as Mobilizing Structure for Pressure Groups”**
Utah Academy of Arts & Sciences
Orem, UT, April 12, 2013
- “Theoretical Foundations of Federal Land Exchanges: A Public Choice Perspective”**
Utah Academy of Arts & Sciences
Logan, UT, April 13, 2012
- “Theoretical Foundations of Federal Land Exchanges”**
Southwestern Social Science Conference
San Diego, CA, April 6, 2012
- “Public-Private Land Swaps and Public Choice”**
Law and Society Conference
San Francisco, CA, June 4, 2011
- “Practices of Inverting the Law: Internal Colonialism on Forth Belknap**
Western Social Science Association Conference
Salt Lake City, UT, April 14, 2011
- “Pegasus Gold, Fort Belknap Mess: A Tale of Internal Colonialism”**
Law and Society Conference
Montreal, Quebec, May 29, 2008

- “The Economic Cost of Combating Global Climate Change”**
 Conference on Focus the Nation
 Superior, WI, January 1, 2008
- “Jerramy Stevens and the Cowardice of American Institutions”**
 Conference on Equity & Social Justice in Education
 Pomona, NJ, April 28, 2007
- “Federal Land Exchanges: BLM & USFS Land Swap Practices”**
 Faculty Colloquium Series
 Indianapolis, IN, March 28, 2006
- “A History of Federal Land Exchanges”**
 Annual Graduate Student Conference on American History Research,
 Tempe, AZ, February 1, 2003
- “Public Policy and Federal Land Exchanges”**
 2003 Public Interest Environmental Law Conference
 Eugene, OR, March 9, 2003
- “A Man, His Dream and His Final Banishment”**
 Global CPR: Conservation, Preservation, Restoration,
 2002 Public Environmental Law Conference
 Eugene, OR, March 8, 2002
- “Cultural or Environmental Litigation: The Significance of an Ancient Indian Trail”**
 Annual Graduate Student Conference on American Indian Research,
 Tempe, AZ, February 8, 2001

TEACHING EXPERIENCE

WESTERN COLORADO UNIVERSITY Gunnison, CO
Lecturer: Sociology and Criminal Justice, BASS Dept. 2021-Present

Race, Ethnicity, and Justice, SOC 397, Fall 2022 (3 credits)

Environmental Crimes, SOC 397, Spring 2022

Criminology, SOC 285, Spring 2022

Corrections, SOC 367, Spring 2022

Deviance, SOC 374, Fall 2021

Cultural Studies, SOC 323, Fall 2021

Intro to Criminal Justice, SOC 259, Fall 2021, 2022

Intro to Sociology, SOC 101, Fall 2021, 2022, Spring 2022

WESTMINSTER COLLEGE Salt Lake City, UT
Professor: Justice Studies, Dept. 2018-2021
Associate Professor: Justice Studies, Dept. 2013-18
Assistant Professor: Chair Justice Studies, Dept. 2010-13

Legislation of Morality, JUST 374, Spring 2018 (4 credits)

Courts, WCSBS 201, Fall 2017

Food Justice, JUST 300, Spring 2017

Imaging Injustice, WCSBS 109, Fall 2016-2020 (zoom), Spring 2019-2021

Imaging Violence, WCSBS 209, Spring 2020, Spring 2021 (zoom)

Humanitarian Law, JUST 318, Spring 2015, Fall 2016, Spring 2021 (zoom)

Critical Theory, JUST 303, Spring 2014, Fall 2015, Fall 2017, Spring 2019

Immigration & Justice, JUST 376, Spring 2014, Spring 2017

Intro to Just. Studies, JUST 101, Fall 2010-Spring 2016

Domestic Violence, JUST 300, Spring 2015

Law & Human Behavior, JUST 300, Spring 2013

Law & Society, JUST 310, Fall 2012-2013, Sp. 2015-2016, 2018, 2020 (zoom)

Judicial Process, JUST 320, Fall 2011

Human Culture & Behavior, HON 231, Fall 2011-Fall 2020 (zoom)

Environmental Justice, JUST 344, Spr. 2011, Fall 2012, Spr. 2016, Spr. 2018

Criminological Theories, JUST 301, Spring 2011, Spring 2012, Fall 2014

Senior Thesis, JUST 470, Spr. 2011-2013, Spr. 2017, Spr. 2019-2020 (zoom)

Criminal Law, JUST 350, F 2010, Spr. 2012, Spr. 2014, Spr. 2017, F 2019

Restorative Justice, JUST 384, Fall 2010

Punishment, JUST 420, Spring 2012, Spring 2016, Fall 2018

Europe on the Edge, JUST-HIST-HON 300, May 2016 (2 credits)

On the Nazi Trail, JUST-HIST 300, May 2012

Conspiracy Theory, JUST 300, May 2015

Lessons of Nazi Science, JUST-HON-PSYC May 2014

Images of Violence, JUST 300, May 2011, May 2013

A Jury of Your Peers, JUST 300, May 2013

Natural Resources Policy, JUST 300, May 2011

MARIAN UNIVERSITY **Indianapolis, IN**

Adjunct Faculty: Sociology Dept.

Intro to Sociology, SOC 101, Spring 2010 (3 credits)

Criminology, SOC 370, Fall 2009

UNIVERSITY of WISCONSIN-Superior **Superior, WI**

Assistant Professor: Politics, Law & Justice Dept.

Criminal Procedure, LSTU 210, Spring 2008 (3 credits)

Environmental Law, LSTU 303, Spring 2008

Comparative Law, LSTU 363, Spring 2008

Legal Rhetoric, LSTU 333, Spring 2008

Law and Human Behavior, LSTU 115, Fall 2007

Criminal Law, LSTU 211, Fall 2007

Legal Research & Writing, LSTU 305, Fall 2007

Judicial Process, LSTU 321, Fall 2007

STOCKTON COLLEGE

Pomona, NJ

Assistant Professor: Criminal Justice Program

Natural Resources Policy, GSS 3109, Spring 2007 (4 credits)

Intro to Crim. Justice, CRIM 1100, Fall 2006, Spring 2007

Crim. Proc., CRIM 2102, Fall 2006, Spring 2007

GUILFORD COLLEGE

Greensboro, NC

Visiting Professor: School of Justice and Policy Studies

Substantive Criminal Law, JPS 201, Fall 2003, Fall 2004 (4 credits)

Criminological Theory, JPS 333, Fall 2003, Fall 2004

Law & Society, JPS 313, Fall 2003, Spring 2004, Spring 05

Crim. Proc., JPS 200, Spring 2004, Spring 2005, Summer 2005

Organized Crime, JPS 450, Spring 2004, Summer 2004

Intro to Crim. Justice, JPS 101, Summer 2004, Fall 2004

Justice Theories, JPS 366, Fall 2004

Constitutional Law, JPS 450, Spring 2005

Environmental Justice, JPS 350, Spring 2005

Evidence, JPS 400, Summer 2005

ARIZONA STATE UNIVERSITY

Tempe, AZ

Instructor: School of Justice Studies

Substantive Criminal Law, JUS 365, Spring 2000 (3 credits)

Crime Policy, JUS 494, Fall 2000

White Collar Crime, JUS 345, Spring 2001

Introduction to Justice Studies, JUS, Summer 2001

Organized Crime, JUS 335, Fall 2001, 2002, Summer 2003

Research Methods, JUS 301, Spring 2002

Environment and Justice, JUS 494, Summer 2002

Citizens' Rights and the Law, Spring 2003

OTHER ACADEMIC EXPERIENCE

INDIANA UNIVERSITY

School of Law

Research Assistant:

Dr. Daniel Cole, Environmental Law
(August 2005 – May 2006)

Prof. Robert Katz, Non-Profit Organizations
(August 2005 – May 2006)

ARIZONA STATE UNIVERSITY

School of Justice Studies

Teaching Assistant:

Dr. Randel Hanson, Environment and Justice
(January 2002 – May 2002)

Dr. Randel Hanson, Introduction to Justice Studies
(July 2000 – August 2000)

Dr. Randel Hanson, Environment and Justice
(January 2000 – May 2000)

Dr. Randel Hanson, Principles of Justice Studies
(August 1999 – December 1999)

Research Assistant:

Dr. Randel Hanson, Nuclear Waste in Indian Country
(June 2002 – August 2002)

Dr. Cecilia Menjivar, Women and International Development
(January 2001 – May 2001)

Dr. Cecilia Menjivar, Comparative Justice
(August 2000 – December 2000)

Dr. Randel Hanson, Nuclear Waste in Indian Country
(August 1999- December 1999)

Guest Lectures

“Parole in America.” School of Behavioral and Social Sciences, Intro to CJ 259, Western Colorado University, Gunnison, CO, Spring 2022

“Environmental Justice in Accordance with the Law.” School of Nursing and Health Sciences, Environmental Health 320, Westminster College, Salt Lake City, UT, Spring 2011

“Environmental Justice and Theory, School of Arts & Sciences, Intro to Environmental Studies 101, Westminster College, Salt Lake City, UT, Spring 2011

“The Law of Environmental Justice.” School of Public Health, Environmental Justice 2605, Stockton College, Pomona, NJ, Spring 2007
“The Customs Union and the Free Movement of Goods.” School of Law, European Union Law 700, Indiana University, Indianapolis, IN, Spring 2006

“The Movement and Establishment of Self-Employed Persons and Companies.” School of Law, European Union Law 700, Indiana University, IN, Spring 2006

“The Free Movement of Services.” School of Law, European Union Law 700, Indiana University, Indianapolis, IN, Spring 2006

“Comparative Criminal Procedure Law: the Common Law and the Civil Law.” School of Justice Studies, Comparative Justice 494, Arizona State University, Tempe, AZ, Fall 2002

“Justice for Sale.” School of Justice Studies, Environment and Justice 494, Arizona State University, Tempe, AZ, Spring 2002

“Tijuana Toxic Waters and Deadly Birth Defects on the California-Mexico Border.” School of Justice, Gender and International Development 415, Arizona State University, Tempe, AZ, Fall 2001

“A Man, His Dream, and His Final Banishment: a Radical Interpretation of Amended Rule XX.” School of Justice Studies, Environment and Justice 494, Arizona State University, Tempe, AZ, Spring 2000

“The Tribal Significance of an Ancient Indian Trial.” American Indian Studies, Introduction to American Indian Justice 180, Arizona State University, Tempe, AZ. Fall 1999

Faculty Service

Westminster College **Salt Lake City, UT**
School of Business Strategic Plan Committee (September 2020-February 2021)

Westminster College **Salt Lake City, UT**
Poli. Sci. Hiring Committee (September 2018 – February 2019)

Westminster College Honors Hiring Committee (August 2017- Dec. 2017)	Salt Lake City, UT
Westminster College Faculty Affairs (August 2017-May 2019)	Salt Lake City, UT
Westminster College Faculty Senate (May 2016-May 2017)	Salt Lake City, UT
Westminster College Associate Provost for Diversity Hiring Committee (May 2016 – August 2016)	Salt Lake City, UT
Westminster College Enviro. Studies Hiring Committee (September 2015 – March 2016)	Salt Lake City, UT
Westminster College Disability Resources Committee (Sept 2015 –May 2018, Sept 2020-June 2021)	Salt Lake City, UT
Westminster College Diversity Council (August 2015 – May 2017)	Salt Lake City, UT
Westminster College Enviro. Studies Hiring Committee (October 2014 – December 2014)	Salt Lake City, UT
Westminster College A&S Curriculum Committee (August 2014-May 2016) (July 2017-June 2021)	Salt Lake City, UT
Westminster College Theater Hiring Committee (October 2013- February 2014)	Salt Lake City, UT
Westminster College Sustainability Council (August 2013-May 2015)	Salt Lake City, UT
Westminster College Liberal Education Committee (August 2013-May 2015, July 2020-June 2021)	Salt Lake City, UT
Westminster College Promotion Standards Committee (August 2012- April 2013)	Salt Lake City, UT
Westminster College Latin American Studies Hiring Committee (September 2012- January 2013)	Salt Lake City, UT
Westminster College Undergraduate Research Award Committee (March 2012-March 2013)	Salt Lake City, UT
Weber State University Women Studies Program Review Committee (March 2012)	Ogden, UT
Westminster College Enviro. Studies Hiring Committee (November 2011 – March 2012)	Salt Lake City, UT
Westminster College Poli. Sci. Hiring Committee (September 2011 – March 2012)	Salt Lake City, UT

Dr. John Contreras
Professor of Public Health
Westminster College
801-832-2179
jcontreras@westminstercollege.edu

Dr. Greg Haase
Professor of Sociology - BASS Department Chair
Western Colorado University
970-943-2070
ghaase@western.edu

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Opioid Settlement Intergovernmental A

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and the Town of Mt. CB

Term Begins:

Term Ends:

Grant Contract #:

Summary:

this IGA is between Gunnison County and the Town of Mt. Crested Butte; Establishing the manner in which funds from settlements between the State of Colorado and opioid manufacturers shall be divided and distributed locally.

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:

Legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 8/9/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/11/2022

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 8/16/2022

OPIOID SETTLEMENT
INTERGOVERNMENTAL AGREEMENT

THIS OPIOID SETTLEMENT INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made between Gunnison County, Colorado (“County”), and the Town of Mt. Crested Butte, Colorado (“Town”) (collectively, the “Parties”) pursuant to Section 29-1-203, C.R.S., as amended.

RECITALS

WHEREAS, the State of Colorado and participating local governments negotiated the Colorado Opioids Settlement Memorandum of Understanding (the “Colorado MOU”), establishing the manner in which funds from settlements between the State of Colorado and opioid manufacturers shall be divided and distributed within the State;

WHEREAS, the Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Agreement shall be construed in conformity with the Colorado MOU;

WHEREAS, pursuant to the Colorado MOU and the Colorado Opioid Settlement Tracker (“COST”), the Town has the option of opting in to receive a direct share of opioid settlement funds;

WHEREAS, the Town intends to not only opt-in to receive these direct payments but also direct them to the County, so as to best consolidate resources in the community to combat opioid abuse and addiction

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS**. The defined terms used in this Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Agreement.
2. **OBLIGATIONS OF THE PARTIES**.

2.1. The Town shall:

- 2.1.1. By July 31, 2022 and any other subsequent deadline, indicate in writing to the Office of the Colorado Attorney General, or other relevant State agency, its desire to opt in and receive and accept its local share of opioid settlement funds.
 - 2.1.2. Remit to the County all payments received pursuant to the COST and the Colorado MOU upon receipt of such funds.
 - 2.2. The County shall:
 - 2.2.1. Prepare, at least annually and on behalf of the Town, all reporting required by the State of Colorado regarding the expenditures of such funds, including any reporting required by the Colorado Opioid Abatement Council (“COAC”).
 - 2.2.2. At the Town’s request, share with the Town any drafts of the reporting required by Section 2.2.1 of this Agreement and receive input from the Town regarding such drafts.
6. **RECORDKEEPING.** The County shall be responsible for maintaining records consistent with this Agreement.
7. **OBLIGATIONS OF THE PARTIES.** The Parties shall perform their respective obligations as set forth in the Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
8. **TERM.** The Agreement will commence on the date it is executed by all parties, and shall expire on the date the last settlement payment to the Town, consistent with the terms of the Colorado MOU and any applicable settlement agreement (the “Term”), unless otherwise renewed by amendment to this Agreement.
9. **INFORMATIONAL OBLIGATIONS.** Each Party hereto shall meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.
10. **CONFIDENTIALITY.** The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Party or otherwise have access to, except as may be required by law. Nothing in this Agreement shall in any way limit the ability of the Parties to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including confidential information or proprietary

information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Party for disclosure of confidential materials, the Party shall advise the Parties of such request in order to give the Parties the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Party objects to disclosure of any of its material, the Party shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Party agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Parties may tender all material to the court for judicial determination of the issue of disclosure.

11. **GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating to the Agreement will be in the applicable District Court of the State of Colorado for the county of Gunnison.
12. **TERMINATION.** The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate their participation in the Agreement, in whole or in part, upon written notice to the Parties. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Parties.
13. **NOTICES.** “Key Notices” under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission 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 facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission

shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the following addresses:

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

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

Town: Greg Sund, Town Manager
PO Box 5800
Mt. Crested Butte, CO 81225
Email: townmanager@mtcb.colorado.gov
Phone: 970-349-6632

14. GENERAL TERMS AND CONDITIONS

- 14.1. Independent Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
- 14.2. Assignment.** This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.
- 14.3. Integration and Amendment.** This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect.
- 14.4. 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.

- 14.5. Captions and References.** The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- 14.6. Statutes, Regulations, and Other Authority.** Any reference in this Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.
- 14.7. Conflict of Interest.** No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.
- 14.8. Inurement.** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- 14.9. Survival.** Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
- 14.10. Waiver of Rights and Remedies.** This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

14.11. No Third-Party Beneficiaries. 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 Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

14.12. Records Retention. The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties upon the request by any Party.

14.13. Execution by Counterparts; Electronic Signatures and Records. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* 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.

14.14. Authority to Execute. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

THEREFORE, IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date shown below.

GUNNISON COUNTY, COLORADO
BY AND THROUGH ITS BOARD OF
COMMISSIONERS

By: Jonathan Houck, Chair
Date: _____

ATTEST:

By: Melanie Bollig, Deputy Clerk

TOWN OF MT. CRESTED BUTTE
BY AND THROUGH ITS TOWN COUNCIL



By: Nicholas Kempin, Mayor
Date: 7/19/22

ATTEST:



By: Tiffany O'Connell, Town Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Trout Unlimited Letter of Support Request

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Nancy Johnston, Conservation Projects Coordinator with Colorado Trout Unlimited, is finalizing an application to the Colorado River District for funding on the Clear Fork East Muddy Creek Native Trout Restoration Project. She is asking for a letter of support from the BOCC - please see the

Fiscal Impact: n/a

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 8/9/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/11/2022

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 8/16/2022

Melanie Bollig

From: Nancy Johnston-Bramlett <nancy.johnston@tu.org>
Sent: Wednesday, August 3, 2022 2:22 PM
To: Melanie Bollig
Subject: Native Trout project, letter of support?
Attachments: 1.Clear-Fork-East-Muddy_CFP-Application_July_2022_8-1-2022_FINAL.pdf; 3.Clear-Fork-East-Muddy-Attachment_FINAL.pdf; los_BOCC.docx

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Hello Melanie Bollig,

Sonja Chavez sent me your contact information, nice to 'meet' you! I am working on a native fish restoration project in the uppermost northwestern corner of Gunnison County and am seeking a letter of support from the county commissioners.

TU and Colorado TU are working with CPW, the US Forest Service Paonia District and others to establish ~13 miles of green lineage Colorado Cutthroat Trout habitat in Clear Fork of the East Muddy Creek and its headwaters, including a major road protection/ streambank stabilization component.

To help fund this project we have just applied to the Colorado River District's Accelerator Grant program (application attached). If awarded, funding from the CRD would leverage federal funding already secured in 2 National Fish and Wildlife Foundation Bring Natives Back grants, existing USFS partnership agreements, and pending federal infrastructure funding currently under application.

You will see in our application to CRD we boldly anticipated your endorsement (fingers crossed) and hope we can garner your support in time to make it official at your next meeting (9 Aug)? Attached is a rough start on a letter which (of course) you can modify.

Happy to answer any questions, jump on a call, or share more information if you and the commissioners would like.

Thank you for your time and consideration,
~N

Nancy Johnston | Conservation Projects Coordinator

Colorado Trout Unlimited

970-462-6750 (cell, text)





Application

Please refer to the Community Funding Partnership (CFP) Guidelines for additional information about the program, application and evaluation process, contracting requirements, and more.

I. Applicant Information

Sponsor/Applicant Name: _____

Organization (if applicable): _____

Primary Contact Information:

Name: _____

Address: _____

Phone: _____ e-mail: _____

II. Project Information

Project Name: _____

Project Location (Address and County): _____

Latitude and Longitude (decimal degrees, e.g. 39.55269, -107.335726): _____

**Please attach a site map, if applicable.*

Is your project in response to an unforeseen emergency or natural hazard such as fire or flood?

Yes No

If yes, please answer the following: Provide a summary of the emergency which caused the repair or rehabilitation to be necessary (150 words):

If yes, please answer the following: A description, with evidence, if possible, that deferred maintenance and/or neglect was not the cause of damage to the project (150 words):

Brief Project Summary (limit 150 words):

Project Timeline:

Anticipated Start Date: _____

Anticipated Completion Date: _____

Project Category(ies) Allocation: *Please identify which of the five prioritized funding categories your project requested funding will address (check all that apply):*

- Productive Agriculture* *Infrastructure* *Healthy Rivers*
 Watershed Health and Water Quality *Conservation and Efficiency*

Describe how the project objectives fit within the category(ies) selected above, and if multiple categories, identify approximate percentage allocation of the project to each category:

Project Partners: *List all partners involved with this project and their role in the proposed project.*

Project Description and Tasks: Provide a detailed description of the project including anticipated tasks and project milestones (ie study completion, permitting, design). For each task, please provide anticipated start and end dates. Attach additional documentation to the application if necessary. Identify any water rights associated with the project and the record owner of those water rights.

Project Success and Deliverables: Please describe anticipated project deliverables and any measurable results of your project (ie AF of storage, efficiency savings/elimination of system losses, ft of stream protected, etc)

Operations and Maintenance: Please describe existing and planned operations and maintenance associated with the project (if relevant). How does this project impact operational costs? If operational costs are expected to increase, describe long-term plans to cover ongoing expenses.

Anticipated Permitting Required for this Project: Please describe any anticipated permitting requirements (include any local, state, federal or other permits anticipated and/or required for this project and the status of each permit at the time of application.)

III. Project Budget and Funding

Total Project Cost: _____

Requested Contribution from River District: _____

Project Budget/Funding: Please complete and attach the CFP budget worksheet in alignment with the tasks identified in the project description, including which funding sources and type (in-kind or cash) are being applied to each task. Attach additional documentation if appropriate.

Please provide a brief budget narrative. Include a description of in-kind services (if applicable). Additionally, include any potential changes, timeline to secure additional funding needs, unforeseen influencing factors, and other details not included in the budget worksheet:

Please describe planned efforts to meet the project budget. Should budget be exceeded please describe plan to cover additional costs.

Project Funding Distributions/Sequence of Payments: *Please review the standard method for funding distributions outlined in the CFP Program Guidelines document.*

I have read and understand the CRD's standard disbursement method for the Community Funding Partnership Contract (please initial).

If the standard funding schedule does not work, please provide a detailed explanation why and what the preferred method of distribution of funds is for the applicant.

IV. Local Community Support

Please attach letters of support from the board(s) of county commissioners in which the county(ies) the project is located and/or water from the project will be utilized, and where appropriate, the governing board of the municipality(ies) in which the project is located. Should a letter of support not be available from the appropriate local government(s), project proponent should provide detailed explanation of the reasons.

V. Colorado River District Mission Alignment

Please review the Colorado River District Mission Statement, Strategic Plan and Partnership Projects Funding Program Framework. Describe how your project aligns with and supports the mission and strategic goals of the River District.

VI. Project Risk Analysis

What precautions are being taken to mitigate potential project failures?

Is there anything in this project that may cause potential injury to vested absolute water rights?
If yes, please explain. Yes No

Will this project potentially cause reduced return flows with any potential negative effects?
If yes, please explain. Yes No

VII. Additional Factors for Evaluation

Does this project preserve pre-Compact (i.e. appropriation date 1922 or earlier) water rights?
Explain. Yes No

Does this project have potential to cause injury to other water users?
Explain. Yes No

How does this funding request enhance the project's long-term viability?

Does this project promote innovation within a water use sector? Yes No
Explain.

Does this project or funding request develop applied research, science and data beneficial to the mission and strategic goals of the District? Yes No

VIII. Insurance

Please review the minimum insurance requirements for a funding agreement which are outlined in the CFP Program Guidelines document.

Please acknowledge that you have read and understand the insurance requirements.

I have read and understand the CRD’s standard insurance requirements for the Community Funding Partnership Contract

If you believe that extenuating circumstances or hardships exist that prevent you from fulfilling this requirement, please explain.

Signature of Applicant

Date

Completed application and supporting documentation should be submitted by e-mail to partnerfunding@crwcd.org.



COLORADO RIVER DISTRICT

Clear Fork East Muddy Creek Native Trout Restoration Applicant

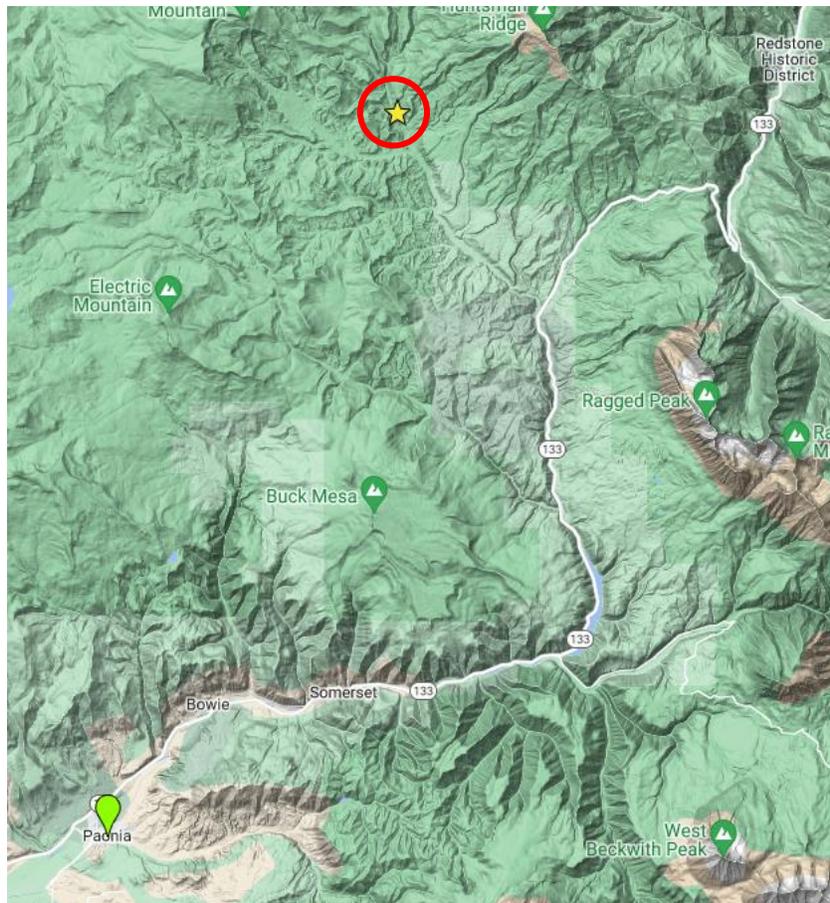
Colorado Trout Unlimited
Nancy Johnston, Conservation Projects Coordinator
1536 Wynkoop St. #320, Denver, CO 80202
o: 303-440-2937 c: 970-462-6750
nancy.johnston@tu.org

1 August 2022



Project Location

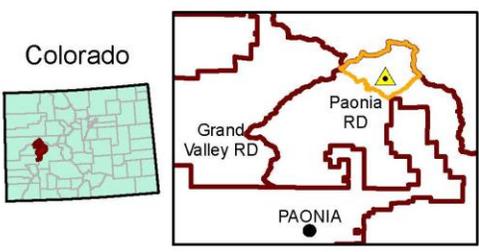
USFS GMUG approximately 33 miles N of Paonia (39.15922, -107.44244)





**Clear Fork Green Lineage Restoration Project
Paonia Ranger District
Grand Mesa, Uncompahgre and Gunnison NF**

- | | |
|--|--|
|  Barrier_Site |  Trails |
|  Green Lineage Trout Distribution |  Roads |
|  CFEMC HUC12 watershed |  Perennial Streams |
|  GMUG Ranger District boundaries |  Intermittent Streams |



Brief Project Summary

The project seeks to protect and increase habitat of an endemic Colorado River Cutthroat Trout (CRCT) population, designated as a species of special concern in Colorado, in the Clear fork of East Muddy Creek and its headwaters. Completion of the fish barrier will result in establishment of ~13 miles of native trout habitat, protected from introduced species with restored interconnectivity of smaller tributaries. To ensure the long-term success of this project, an aging gabion cage that is protecting a USFS service road will be replaced, and the upstream habitat will be enhanced with rock structures which will create small pockets of refugia. The USFS is seeking federal infrastructure money to fund this project this request will match.

Project Timeline:

- Planning Design and Engineering started January 2019
- Construction 2023, full native trout reclamation by 2026

Project Category(ies) Allocation:

Primary goals align with the Healthy Rivers and watershed health categories. The project will establish a native trout population in approximately 13 miles of pristine high elevation streams increasing resilience to natural stochastic events that could extirpate the population. Approximately 75% of the benefits will be split evenly between these categories. The project falls within the Western Slope focal area of the NFWF Rocky Mountain Rangeland business plan and under the priority activity to control invasive species that compete with species of conservation concern.

The remaining 25% will address infrastructure improvements. A failing erosion control structure located above the proposed fish migration barrier, will be improved to protect a USFS service road and ensure the effectiveness of the barrier.

Project Partners

- **United States Forest Service, Grand Mesa, Uncompahgre and Gunnison Ranger District (USFS GMUG):** planning, cash contribution, National Fish & Wildlife Foundation Bring Natives Back (NFWF BNB) grant, design of upstream restoration and staff time (Wildlife Biologist, Forest Fish Program Manager, and Engineering).
- **Colorado Parks and Wildlife (CPW):** planning, cash contribution, staff time (Aquatic Biologist and field staff) for fisheries management and non-native fish removal.
- **Running Rivers:** cash contribution
- **Freshwater Life:** NFWF BNB pass through
- **Trout Unlimited:** In kind time
- **Colorado Trout Unlimited:** In kind time
- **Gunnison Gorge Anglers Trout Unlimited Chapter #426:** cash contribution
- **Grand Valley Anglers Chapter #319:** cash contribution

Project Description and Tasks

Design Engineering and Cost Estimate: River Restoration has completed engineering for the fish Barrier, and the USFS is utilizing students from the Colorado School of Mines Senior Capstone project to design the gabion retrofit. Milestones will be completion of the design for the upstream gabion retrofit and the combination with the fish barrier design, then the ready-to-advertise bid specifications document.

NEPA: NEPA has been completed for the fish barrier and USFS GUMG has approved an expansion of the current categorical exclusion for the upstream gabion retrofit.

Permitting: USACE Regional General Permit 12, Aquatic Habitat Improvement for Stream Channels in Colorado (SPA-2021-00332) was issued in January 2022 with anticipated construction in Autumn 2022, and is currently under evaluation for extension.

Milestones will include receiving the notification of extension, then filing the Compliance Certification and as-built drawings within 90 days of completing construction.

Bid Selection Process: This project will go through a competitive bid process to select a construction contractor.

Milestones will be date of public advertisement of bid, date of mandatory pre-bid meeting, date of contractor selection, date of notice to proceed (NTP), date(s) of intermediate invoices from contractor, and date of final contractor invoice (paid).

Construction: Once a contractor is selected major milestones will include mobilization and materials delivery, dewatering, finishing construction, re-watering, and demobilization.

Fishery Management: Once construction is completed, CPW will manage the fishery by removing non-native fish (brook trout) using traditional harvest (sport fishing), electrofishing, and rotenone application, and restocking green lineage Colorado River Cutthroat Trout.

Project Success and Deliverables

The primary project deliverable will be the recovery of 13 miles of native Colorado River Cutthroat Trout habitat. Once the fish barrier is installed, the invasive species (brook trout) are removed, and the CRCT have been reclaimed, the Clear Fork of East Muddy Creek and its tributaries will encompass approximately 13 miles of exclusive cutthroat habitat allowing the fish to recover a robust and resilient population.

This project will stimulate CRCT recovery efforts upon the successful rebound of the population in the watershed, allowing a subsequent stocking out of the Clear Fork into adjacent watersheds. Increasing the distribution and overall population is crucial to ensuring the persistence of one of Colorado's most cherished fish species.

Replacing the failing gabion cages that protect the USFS service road will ensure the stream doesn't washout the road. Failure of the erosion control could result in flooding, and increased sediment load

into the stream affecting water quality and cause environmental damage. The replacement will be engineered to withstand the diverse fluctuations of the Clear Fork and ensure the fish migration barrier will remain effective.

Operations and Maintenance

Once installed, these features will not have any associated operational costs. The USFS and CPW will regularly visit and inspect the site and if maintenance is required the USFS will be responsible for those costs.

Anticipated Permitting Required for this Project: Please describe any anticipated permitting requirements (include any local, state, federal or other permits anticipated and/or required for this project and the status of each permit at the time of application.)

This project has a categorical exclusion in place for NEPA from the USFS GMUG, and USACE issued a Regional General Permit 12, Aquatic Habitat Improvement for Stream Channels in Colorado (SPA-2021-00332) in January 2022 with anticipated construction in Autumn 2022, which is currently under evaluation for extension for construction 2023.

Project Budget and Funding

Total Project Cost	\$554,612
Requested Contribution from River District	\$50,000

Brief Budget Narrative

Budgeted in-kind contributions represents 100 hours already allocated from both TU's Gunnison Project manager and CTU's Conservation Projects Coordinator (through the planning, fundraising, design and engineering of the fish barrier structure) with another 100 each for the next phase of the project (design and engineering of gabion retrofit and habitat enhancement aspects, fundraising, contractor procurement, and contracts management). CPW and USFS staff have also spent time on this project well outside a standard 40-hour work week which is not budgeted. USFS is currently leading an application for federal infrastructure funding from the Legacy Roads and Trails program and is pursuing alternatives, all to fit within the constraint that NFWF BNB funding needs to be spent on construction by the end of 2023.

Budget Contingency

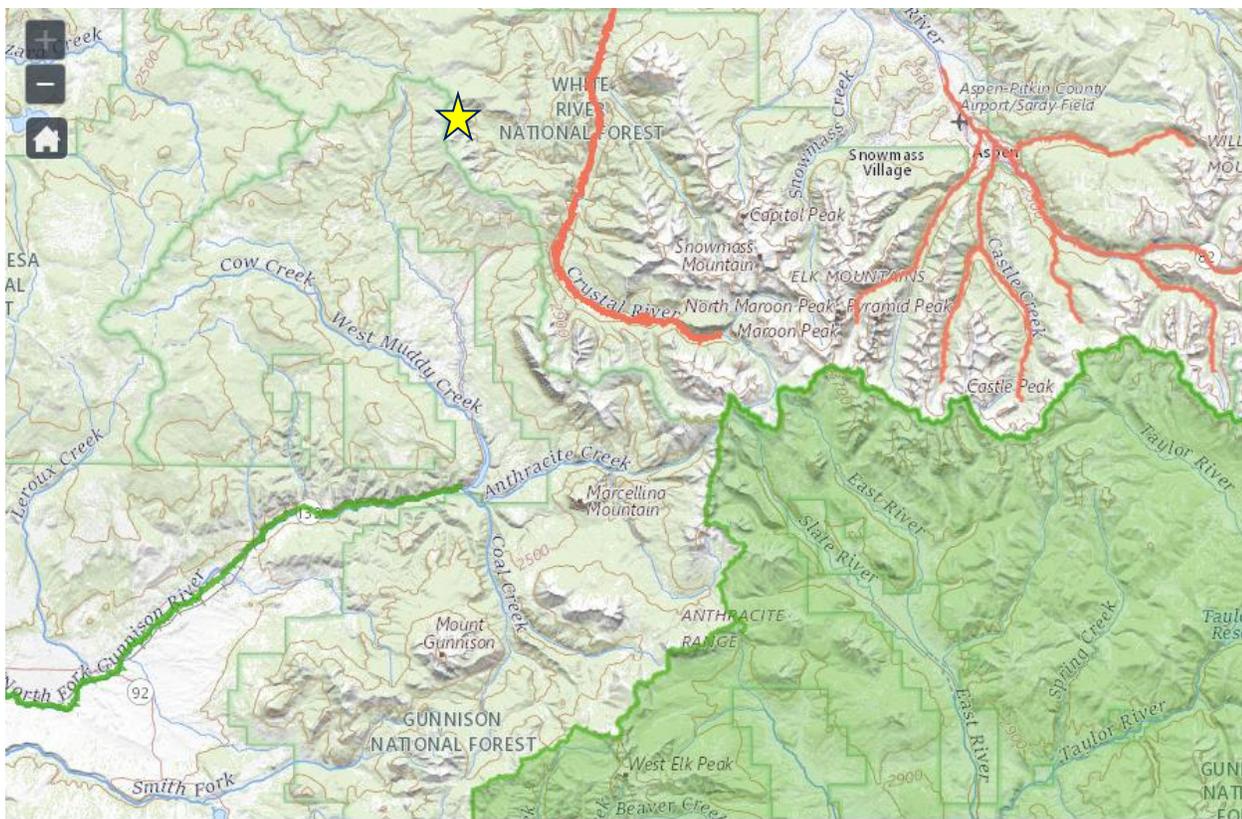
Planned efforts to meet the project budget include pending applications to Trout and Salmon Foundation (submitted 1 August) and dependent on the success of USFS infrastructure funding applications alternative sources include: TU Embrace a Stream Grant, CTU Colorado Healthy Rivers Fund Grant, CTU Gomolchak Grant, CWCB funding, Fundraising with local TU Chapter(s), and a local private landowner has expressed interest in possibly making a cash contribution.

Should the budget be exceeded, additional costs would be done through crowd-sourced cross platform fundraising through all TU/ CTU/ TU chapter platforms with an emphasis on native fish reclamation/ invasive fish management.

Local Community Support

This project is located just outside (above) the Upper Gunnison River Conservation District (and therefore its Stream Management Plan) and is upstream in the headwaters of the North Fork of the Gunnison SMP and is clearly not in the neighboring Crystal River.

Steve Fletcher, Superintendent of the Fire Mountain Reservoir and Canal has expressed his support for the project, and we anticipate the Gunnison County Commissioners will endorse this project at their next meeting on 7 August 2022.



Colorado River District Mission Alignment

This project will enable the stewardship and management envisioned in the River District's mission "to lead in the protection, conservation, use, and development of the water resources of the Colorado River water basin for the welfare of the District, and to safeguard for Colorado all waters of the Colorado River to which the state is entitled," by conserving our species of special concern unique to the western slope of Colorado. The project will also protect infrastructure from flooding and erosional damage, ensuring downstream water quality.

Project Risk Analysis

The long-term success of the fish barrier is being protected by retrofitting the existing aging gabion structure with permanent infrastructure.

Evaluation

This funding request will provide critical matching funds for NFWF funds. Completing the fish barrier is crucial to the reclamation work and NFWF grant funding time-line. This funding request specifically applies to the Engineering, Design and Construction of the stream restoration/ gabion retrofit portion of the project above what will be a newly installed fish barrier. By replacing the aging gabions with a permanent rock structures we are not only enhancing the upstream habitat for aquatic species we are ensuring the long term success of the project.

Letters of support

(next)

**FIRE MOUNTAIN CANAL & RESERVOIR CO.
P.O. BOX 543
HOTCHKISS, CO 81419
(970) 250-8118
firemountaincanal.com**

1 August 2022

Fire Mountain Canal and Reservoir Company
P.O. Box 543 Hotchkiss, CO 81419

RE: Clear Fork East Muddy Creek Native Trout Restoration Project

Dear Colorado River District,

On behalf the Colorado Trout Unlimited, applicant for the Accelerator Grant Program for the Clear Fork East Muddy Creek Native Trout Restoration Project, this letter is intended to express our basin support for the project.

This project is located in the watershed that feeds the Paonia Reservoir above Paonia, and will do no harm to our water quality or quantity. As superintendent of the reservoir, I encourage the protection of USFS road infrastructure in the upper watershed and see real value in restoring endemic green lineage Colorado River Cutthroat Trout.

Through the isolation and reclamation of 13 miles of prime cutthroat trout habitat in the Clear Fork drainage, the USFS and project partners will be able to establish a metapopulation of CRCT that will help protect the species from natural disturbances such as wildfire, flooding, and climate change. This conservation population "stronghold" is also a key step towards achieving objectives #2 and #3 in the Conservation Agreement for Colorado River Cutthroat Trout.

The establishment of a Colorado River Cutthroat Trout metapopulation in the Clear Fork of East Muddy Creek drainage will provide a resilient stronghold for this critical species and help to advance the objectives of the CRCT conservation agreement. As Colorado continues to face an increasing number of impacts from climate change and wildfire, this project is a timely and necessary step to securing the future of the green lineage fish on the Western Slope.

For these reasons, FMCRC fully supports this proposal and recommends your positive consideration for funding this critical project.

Sincerely,



Steve Fletcher, Manager
Fire Mountain Canal & Reservoir Company
sfletcher@montrose.net



COLORADO

Parks and Wildlife

Department of Natural Resources

2300 South Townsend Avenue
Montrose, CO 81401
P 970.252.6000 | F 970.252.6055

July 21, 2020

To whom it may concern,

This correspondence is intended to express the support of Colorado Parks and Wildlife (CPW) for the Bring Back the Natives grant proposal for barrier construction on the Clear Fork of Muddy Creek.

The United States Forest Service is one of several partners including CPW, Trout Unlimited and Running Rivers, who are devoted to restoring native Colorado River cutthroat trout to the Clear Fork of Muddy Creek. This project will require a chemical reclamation conducted by CPW to remove non-native brook trout, as well as the construction of a barrier that will prevent re-invasion by brook trout. Funding this barrier construction is a vital component in the restoration of a robust Conservation Population of native Colorado River cutthroat trout to approximately 13 miles of the Clear Fork of Muddy Creek and its tributaries. This population also may represent a source of genetically pure Colorado River cutthroat trout that can be used in the future to restore other drainages in the area.

Colorado Parks and Wildlife is in full support of this application. This project will represent a substantial step forward for Colorado River cutthroat trout conservation.

Sincerely,

Eric Gardunio
Area Aquatic Biologist, Montrose
Colorado Parks and Wildlife





From:
David Nickum
Colorado Trout Unlimited
1536 Wynkoop Street, Suite 320
Denver, CO 80202

RE: Clear Fork East Muddy Creek Colorado River Cutthroat Trout Restoration Project

To whom it may concern:

We are writing in support of the US Forest Service Grand Mesa, Uncompahgre, and Gunnison National Forests (GMUG NF) proposal to reclaim and restore 13 miles of habitat for Green Lineage Colorado River Cutthroat Trout (CRCT) in the Clear Fork Drainage of East Muddy Creek near Paonia, CO.

The mission of Colorado Trout Unlimited (CTU) is to conserve, protect, and restore native trout and coldwater fisheries throughout the state. CTU has a long history of working with the US Forest Service and Colorado Parks and Wildlife to develop and implement projects that restore native trout to their historic range. We believe that the Clear Fork Project will provide significant benefits to the green lineage fish in the GMUG National Forest, where CRCT currently account for only 3% of their native habitat.

Through the isolation and reclamation of 13 miles of prime cutthroat trout habitat in the Clear Fork drainage, the USFS and project partners will be able to establish a metapopulation of CRCT that will help protect the species from natural disturbances such as wildfire, flooding, and climate change. This conservation population "stronghold" is also a key step towards achieving objectives #2 and #3 in the Conservation Agreement for Colorado River Cutthroat Trout.

CTU and National Trout Unlimited have been active partners in the project to date and will continue to support this important conservation effort through a combination of funding, technical support, and local volunteers.

The establishment of a Colorado River Cutthroat Trout metapopulation in the Clear Fork of East Muddy Creek drainage will provide a resilient stronghold for this critical species and help to advance the objectives of the CRCT conservation agreement. As Colorado continues to face an increasing number of impacts from climate change and wildfire, this project is a timely and necessary step to securing the future of the green lineage fish on the Western Slope.

For these reasons, Colorado TU fully supports that USFS project proposal and recommends your positive consideration for funding this critical project.

Respectfully,

A handwritten signature in blue ink that reads "David Nickum".

David Nickum
Executive Director,
Colorado Trout Unlimited

August 16, 2022

Colorado River District
201 Centennial St, #200
Glenwood Springs, CO 81601

RE: *Clear Fork East Muddy Creek Native Trout Restoration Project*

Dear Colorado River District,

On behalf the Colorado Trout Unlimited, applicant for the Accelerator Grant Program for the Clear Fork East Muddy Creek Native Trout Restoration Project, this letter is intended to express our basin support for the project.

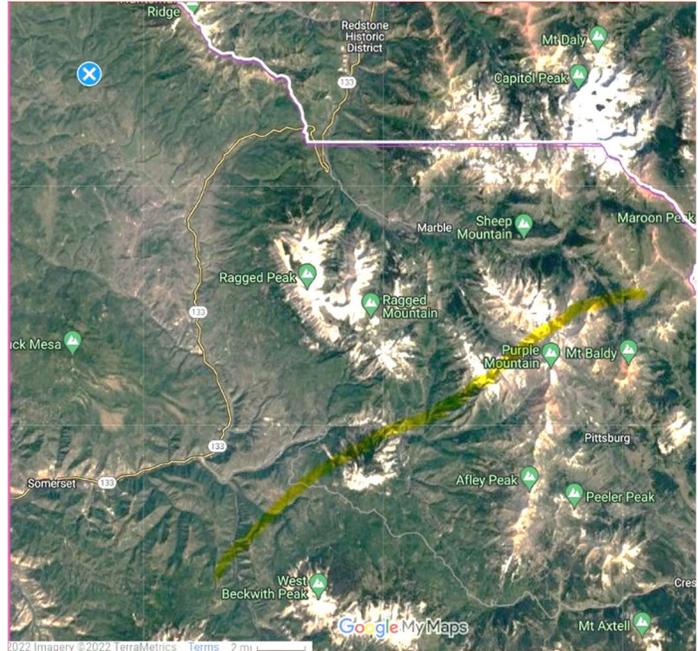
While this project falls just outside the UGRWCD's boundaries (above yellow highlight in the map), the district encourages the protection of USFS infrastructure in the upper watershed and sees real value in restoring endemic green lineage Colorado River Cutthroat Trout.

Through the isolation and reclamation of 13 miles of prime cutthroat trout habitat in the Clear Fork drainage, the USFS and project partners will be able to establish a metapopulation of CRCT that will help protect the species from natural disturbances such as wildfire, flooding, and climate change. This conservation population "stronghold" is also a key step towards achieving objectives #2 and #3 in the Conservation Agreement for Colorado River Cutthroat Trout.

The establishment of a Colorado River Cutthroat Trout metapopulation in the Clear Fork of East Muddy Creek drainage will provide a resilient stronghold for this critical species and help to advance the objectives of the CRCT conservation agreement. As Colorado continues to face an increasing number of impacts from climate change and wildfire, this project is a timely and necessary step to securing the future of the green lineage fish on the Western Slope.

For these reasons, Gunnison County Board of County Commissioners fully supports this proposal and recommends your positive consideration for funding this critical project.

Sincerely,



Jonathan Houck, Commissioner

Liz Smith, Commissioner

Roland Mason, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Walden University U.S. Field Site Aff

Action Requested: County Manager Signature

Parties to the Agreement: Walden and GC

Term Begins:

Term Ends:

Grant Contract #:

Summary:

internship contract

Fiscal Impact:

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 8/10/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/11/2022

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 8/16/2022

WALDEN UNIVERSITY

U.S. FIELD SITE AFFILIATION AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into as of the date of the final signature below by and between WALDEN UNIVERSITY, LLC, located at 100 Washington Avenue South, Suite 1210, Minneapolis, MN 55401 (“Walden”) and GUNNISON COUNTY JUVENILE SERVICES located at 200 E. Virginia St., Gunnison, CO 81230 (“Field Site”).

RECITALS

WHEREAS, Walden offers undergraduate, graduate, and post-graduate programs in the fields of nursing, social work, counseling, psychology, health sciences, and interdisciplinary studies (the “Programs”) and seeks to partner with field sites for educational field experiences for Walden students (the “Students”);

WHEREAS, field experiences shall include the Field Site’s student education program conducted at the Field Site (“Field Experience Program”);

WHEREAS, the Field Site is willing to make available its educational and professional resources to such Students; and

WHEREAS, Walden and the Field Site mutually desire to contribute to the education and professional growth of Walden Students.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth it is understood and agreed upon by the parties hereto, as follows:

I. TERM AND TERMINATION

This Agreement shall commence on August 29th, 2022 (the “Effective Date”) and shall continue for a period of five (5) years (the “Initial Term”). Upon expiration of the Initial Term of this Agreement, this Agreement and the Term shall renew for successive one (1) year periods (each a “Renewal Term”). Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason, upon thirty (30) calendar days’ prior written notice to the other party. In the event of termination or expiration of this Agreement before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement, which shall survive until the date of such completion.

II. WALDEN RESPONSIBILITIES

A. Walden shall be responsible for the assignment of Students to the Field Site. Walden agrees to refer to the Field Site only those Students who have completed the prerequisite course of study as determined by Walden.

WALDEN UNIVERSITY

B. Walden shall provide a field education coordinator (the "Walden Coordinator") who will act as a liaison between Walden and the Field Site and coordinate the Field Experience Program with the Field Site. The Walden Coordinator will be responsible for maintaining communication with the Field Site including, but not limited to:

(1) Confirming any contact information for Students to the Field Site Coordinator, as defined below, prior to the Student assignment; and

(2) Supplying the Field Site with information regarding each Student's current level of academic preparation as may be required by the Field Site.

C. Walden shall provide an instructor (the "Walden Supervisor") who will serve as the academic course instructor and field experience instructor for the educational experience. The Walden Supervisor will have responsibilities including, but not limited to:

(1) Communicating with the Field Site Supervisor relating to each Student's educational experience at the Field Site;

(2) Evaluating student academic and Field Site work relating to the educational experience at the Field Site.

Notwithstanding the foregoing, the parties understand that Walden is an online institution; therefore, there will be no on-site faculty presence from Walden on Field Site premises.

D. Walden shall provide the Field Site with information regarding the particular requirements relating to Field Experience Programs including required hours and supervision requirements.

E. Walden maintains student professional liability insurance with a single limit of no less than Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) annual aggregate and general liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, with umbrella liability coverage in amounts no less than One Million Dollars (\$1,000,000). Such general liability insurance policies shall provide additional coverage to Walden's Students. Walden shall provide the Field Site with proof of coverage upon request.

III. FIELD SITE RESPONSIBILITIES

A. When available, the Field Site shall assign a staff member to serve as the coordinator for the Field Experience Program at the Field Site (the "Field Site Coordinator"). The Field Site Coordinator shall be responsible for:

(1) Planning and coordinating the education arrangements between the Field Site, the Students and Walden;

(2) Serving as a liaison between the Field Site and Walden; and

WALDEN UNIVERSITY

(3) Developing and administering an orientation program for Student which will familiarize the Students with the Field Site and all applicable policies and procedures.

B. The Field Site shall assign a qualified staff member having the appropriate and required credentials to serve as the preceptor or supervisor (the "Field Site Supervisor") for each Student. The Field Site shall provide planned and regularly scheduled opportunities for educational supervision and consultation by the Field Site Supervisor. The Program requires supervision specifically by the Field Site Supervisor, and such supervision may not be delegated. Field Site Supervisors are responsible for providing, as applicable to the Program, role modeling, direct patient or client supervision, and professional interactions, and sharing expertise and experience. Field Site Supervisors are expected to voice concerns when student behaviors are in question or patient safety is of issue. Field Site Supervisors shall provide instruction and services in accordance with applicable laws and shall educate Students as to the requirements of the applicable laws. The Field Site Supervisor shall work with the Walden Supervisor to review and evaluate the Students in the Field Experience Program.

C. The Field Site shall provide learning experiences for the Students that are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.

D. Where applicable, the Field Site shall provide the Students with an orientation familiarizing students with all applicable State and Federal laws and regulations as they pertain to practice at the Field Site, which may include those pertaining to Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

E. The Field Site shall ensure that the Students practice within the guidelines of any applicable professional ethics codes. The Field Site shall provide resources to Students for exploring and resolving any ethical conflicts that may arise during field training.

F. The Field Site Supervisor shall complete, with the Walden Supervisor and Student, all written evaluations of the Students' performance according to the timeline established by Walden. Evaluations will be submitted to the Walden Coordinator.

G. The Field Site reserves the right to dismiss at any time any Student whose health condition, conduct or performance is a detriment to the Student's ability to successfully complete the Field Experience Program at the Field Site or jeopardizes the health, safety or well-being of any patients, clients or employees of the Field Site. The Field Site Coordinator or assigned Field Site Supervisor shall promptly notify the Walden Coordinator and/or Walden Supervisor of any problem or difficulty arising with a Student and a discussion shall be held either by telephone or in person to determine the appropriate course of action. The Field Site will, however, have final responsibility and authority to dismiss any Student from the Field Experience Program.

WALDEN UNIVERSITY

H. If available at the Field Site, the Field Site agrees to provide emergency health care services for Students for illnesses or injury on the same basis as that which is provided to Field Site employees. With the exception of emergency care, the Students are responsible for providing for their own medical care needs. In the event that Field Site does not have the resources to provide such emergency care, Field Site will refer such Students to the nearest emergency facility.

I. The Field Site shall ensure adequate workspace for the Students and shall permit the use of instructional resources such as the library, procedure manuals, and client records as required by the Field Experience Program. Field Site shall provide Students with training on Field Site safety protocols, as applicable, and provide prompt notice to Walden of any situation involving threatened hazards or harm that may adversely impact the health or safety of Students.

J. In the event that Field Site allows students to participate in activities that are conducted virtually outside of the Field Site's facilities, such as allowing virtual visits, telehealth services, or other activities that do not involve in-person interaction, Field Site acknowledges that Walden does not control the performance, reliability, or security of the devices or networks used by students for these activities and Field Site shall be responsible for ensuring that such devices or networks meet Field Site's requirements.

K. The Field Site maintains general and professional liability insurance (or comparable coverage under a program of self-insurance) for itself and its employees with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The Field Site shall provide Walden with proof of coverage upon request.

To the extent that the Field Site is an entity governed by and/or operated through any state or federal agency or is provided liability coverage through statutory or tort law, then the foregoing paragraph shall not apply.

IV. STUDENT RESPONSIBILITIES

Walden shall inform Students that they are responsible for the following:

A. Students shall provide their own transportation to and from the Field Site as well as any meals or lodging required during the field experience.

B. Students shall agree to abide by the rules, regulations, policies and procedures of the Field Site as provided to the Students by the Field Site during their orientation at the Field Site and shall abide by the requirements of all applicable laws.

C. Students shall agree to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

D. Students shall arrange for and provide to Field Site any required information including, but not limited to, criminal background checks, health information, verification of

WALDEN UNIVERSITY

certification and/or licensure, insurance information and information relating to participation in federally funded insurance programs.

E. Students shall be required to purchase and maintain a policy of professional liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) annual aggregate. Students shall provide the Field Site with proof of coverage upon request.

V. MUTUAL RESPONSIBILITIES

A. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (“FERPA”), the parties acknowledge and agree that the Field Site has an educational interest in the educational records of the Student participating in the Program to the extent that access to those records is required by the Field Site in order to carry out the Field Experience Program. Field Site and Walden shall only disclose such educational records in compliance with FERPA.

B. HIPAA. The parties agree that, if the Field Site is a covered entity under HIPAA:

(1) to the extent that a Student is participating in the Field Experience Program:

(a) Student shall be considered part of the Field Site’s workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not otherwise be construed to be employees of the Field Site;

(b) Student shall receive training by the Field Site on, and subject to compliance with, all of Field Site’s privacy policies adopted pursuant to HIPAA; and

(c) Student shall not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to which a Student has access through Field Experience Program participation that has not first been de-identified as provided in 45 CFR §164.514(a);

(2) Walden will never access or request to access any Protected Health Information held or collected by or on behalf of the Field Site that has not first been de-identified as provided in 45 CFR §164.514(a); and

(3) No services are being provided to the Field Site by Walden pursuant to this Agreement and therefore this Agreement does not create a “business associate” relationship as that term is defined in 45 CFR §160.103.

C. The Field Site and Walden will promote a coordinated effort by evaluating the Field Experience Program annually, planning for its continuous improvement, making such changes as are deemed advisable and discussing problems as they arise concerning this affiliation.

WALDEN UNIVERSITY

D. The parties agree that Students participating in the Field Experience Program are at all times acting as independent contractors and that Students are not and will not be considered employees of the Field Site or any of its subsidiaries or affiliates by virtue of a Student's participation in the Field Experience Program and shall not as a result of Student's participation in the Field Experience Program, be entitled to compensation, remuneration or benefits of any kind.

E. The Field Site and Walden agree that Students will have equal access to their respective programs and facilities without regard for gender identity, race, color, sex, age, religion or creed, marital status, disability, national or ethnic origin, socioeconomic status, veteran status, sexual orientation or other legally protected status. Field Site and Walden will comply with all applicable non-discrimination laws in providing services hereunder.

F. Field Site represents that it has policies in place that are consistent with applicable laws to prevent and report instances of sexual harassment, sexual discrimination, and sexual misconduct and it will comply with these policies during its participation in the Field Experience Program. In the event that Field Site does not have such policies in place, it shall abide by Walden's Code of Conduct located at <https://www.waldenu.edu/legal/student-safety-title-ix> with regard to Walden's Students.

G. The terms and conditions of this Agreement may be amended by written instrument executed by both parties.

H. This Agreement is nonexclusive. The Field Site and Walden reserve the right to enter into similar agreements with other institutions.

I. This Agreement shall be governed by the laws of the State of Minnesota.

J. Any notice required hereunder shall be sent by certified or registered mail, return receipt requested and shall be deemed given upon deposit thereof in the U.S. mail (postage prepaid). Notices to Walden shall be sent to the Walden Coordinator at Walden University, LLC; 100 Washington Avenue South, Suite 1210; Minneapolis, MN 55401; with a copy to: Walden University, LLC; Attention: Legal Department; 7065 Samuel Morse Drive; Columbia, MD 21046. Notices to Field Site shall be sent to; Gunnison County Juvenile Services; 200 E. Virginia St, Gunnison, Colorado 81230.

K. Each Party agrees to be responsible for the negligence of its employees and/or agents to the extent permitted by the law.

L. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings, oral or written, of any nature whatsoever, between the parties with respect to the subject matter hereof. This Agreement and any amendments hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties agree that delivery of an executed counterpart signature hereof by facsimile transmission, or in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic

WALDEN UNIVERSITY

and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

M. Each person signing this Agreement on behalf of a party represents to the other party that the execution and performance of this Agreement is duly authorized to sign this Agreement on behalf of the party and that this Agreement constitutes a valid and binding agreement of such party, enforceable according to its terms.

N. This Agreement will be binding upon and inure to the benefit of each of the parties, their successors, and assigns. Neither party may assign this Agreement or assign its rights or delegate its duties hereunder without the prior written consent of the other party (except in connection with a merger, sale of all or substantially all of a party's assets, or other form of corporate reorganization of that party) and any purported assignment in violation of this Section will be without force or effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective the date first above written:

WALDEN UNIVERSITY, LLC

FIELD SITE

By: _____
(signature)

By: _____
(signature)

Name: _____
(Print name)

Name: _____
(Print name)

Title: _____

Title: _____

Date: _____

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of the County Manager's Signature; Em

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached employment agreement, signed by Matthew Birnie and Perry Solheim. Matthew is asking for ratification of his signature on the Employment Agreement.

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 8/11/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 8/11/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie

Discharge Date: 8/11/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 8/16/2022

**GUNNISON COUNTY
CHIEF FINANCIAL OFFICER
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 8th day of July 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado ("County") and Perry Solheim ("Employee").

1. Chief Financial Officer. The County agrees to employ Employee as the Chief Financial Officer, and Employee agrees to be employed as the Chief Financial Officer pursuant to the terms and conditions of this Agreement beginning on July 18, 2022.

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

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

4. Term. This agreement shall remain in full force in effect from July 18, 2022 until terminated by the Employer or Employee as provided in Section 11, 12, or 13 of this agreement.

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

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

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

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

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

e. Housing. Employee shall be eligible for a one-time \$15,000 housing stipend payable as agreed upon between Chief Financial Officer and County Manager and approved by County Manager.

6. Compensation. The County agrees to pay Employee for Employee's services a base salary of One-Hundred, Forty-Seven Thousand, Nine-Hundred and Forty Dollars and no cents (\$147,940). The parties specifically agree that for purposes of establishing Employee's

compensation and any future adjustments to the same, the provisions of Section 3-5 "Classification System" of the Employee Handbook, and any subsequent amendments thereto, are applicable to Employee. To that end, Employee agrees that Employee's starting pay is based on a pay grade of 46, step 6. From July 15, 2022 through August 15, 2022, Employee will work on an hourly basis at a rate of 71.13 per hour. Employee's salary for the month of August will be prorated based on his full-time start date of August 16th.

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

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

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

10. Employee's Responsibilities.

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

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

11. Termination of Employment by County Manger.

a. Employment at Will. The employment relationship between Employee and the County is terminable at the will of the County Manager at any time during the period of employment and nothing in this Agreement shall be interpreted or construed to prevent, limit or otherwise interfere with the right of the County Manager to terminate the employment relationship at any time for any reason.

b. Severance Pay. If the employment relationship is terminated by the County Manager at any time during the period of employment and Employee is ready, willing and able to continue to perform the duties of Chief Financial Officer, the County shall provide Employee severance pay in the amount equal to three months base pay, plus benefits, at

the rate of Employee's pay and benefits at the time of termination, or the rate of Employee's average base pay for the preceding twenty-four (24) month period, whichever is greater.

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

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

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

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

EMPLOYEE


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


Perry Solheim, PhD

ATTEST:


Deputy County Clerk





**GUNNISON COUNTY, COLORADO
POSITION DESCRIPTION**

POSITION TITLE: Chief Financial Officer
DEPARTMENT: Administration
FLSA STATUS: Exempt
CONTENT CHANGES: January 1, 2021
FORMAT CHANGES: January 1, 2021

GENERAL PURPOSE

Administers and performs a variety of complex professional and technical functions necessary to maintain the financial systems and operations of the County. Provides leadership in the performance of accounting, payroll, auditing, planning and analysis services to the County organization and the public, so they can make informed decisions, provide fiscally responsible management, and demonstrate and experience accountable County government. Serves as the financial advisor to the Board of County Commissioners and other County department directors and program managers.

SUPERVISION RECEIVED

Works with minimal guidance and direction from the County Manager.

SUPERVISION EXERCISED

Supervises Accounting personnel; responsible for the efficient and effective operations of the Program.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Plan, organize, direct and control all activities in the Finance Program.

Carries out supervisory responsibility in accordance with County policies, procedures and applicable laws including without limitation: interviewing, hiring and training, planning, assigning and directing work, appraising performance, assuring corrective actions as necessary, addressing complaints and resolving problems.

Directs the development of result measures, goals, objectives, rules and regulations, policies and procedures to effectively and efficiently serve the needs of clients in alignment with the County and Departmental Strategic Business Plans; establish and implement long and short-term financial goals.

Develop and manage the annual County budget; oversees all working budget reports necessary for County departments to prepare their annual budget requests; directs the collection and reviews all departmental budget submittals for accuracy and completeness in accordance with specified deadlines; maintains all budget information within the County budget system throughout the process. Prepares budget narratives describing the general economic climate, annual budget policies, budget features, annual budgetary changes and future trends; directs the compilation of budget documents, including complex financial statements, analyses and graphs for distribution to the public and County personnel.

Reviews overall budgets and forecasts for adequacy of fund balances, financial soundness and compliance with Colorado Revised Statutes; reviews and approves budget transfers' review and make recommendations regarding requests for budget revisions.

Directs the preparation for the annual audit; assuring complete year-end work papers; coordinates various general ledger account analyses; provide answers to questions from auditors and assures additional information and documentation is provided as requested; works directly with auditors in resolving variances and determining appropriate adjustments to the County's financial records.

Evaluates current financial processes and procedures to ensure the internal controls are within industry standard and guidelines and make recommendations to the Board of County Commissioners for changes to improve internal controls.

Ensures compliance with state and federal financial reporting and auditing requirements and Generally Accepted Accounting Principles (GAAP) for governments and pronouncements of Governmental Accounting Standards Board (GASB).

Directs the development and implementation of budget skills training program for departmental and official employees to support implementation of County strategic initiatives in the areas of fiscal management, budget analysis, financial reporting and auditing.

Attends seminars, conferences, workshops, classes, lectures, etc. as appropriate to enhance and maintain knowledge of trends and developments in field; reviews professional journals, attends association and professional meetings; and otherwise maintains contacts with professionals to facilitate exchange of information.

Serves as a member of Gunnison County's senior management team; reviews and resolves internal issues; develops and implements strategic direction for the organization; attends County meetings to represent the County Manager's Administration for the Board of County Commissioners.

Maintains Certified Professional Education (CPE) training to keep updated with GASB pronouncements and changes in governmental accounting and finance profession.

Maintains membership in the Government Finance Officers Association (GFOA).

Performs other duties as appropriate or necessary for performance of the job.

PERIPHERAL DUTIES

Serves as a member of various County staff committees, and represents Gunnison County on community committees as required or requested by the County Manager.

Attends professional development workshops and conferences to keep abreast of trends and developments in the field of governmental accounting.

Solicits changes to improve procedures that would result in efficiencies, cost savings and safety.

Communicates actively, clearly and regularly with supervisor and co-workers on all work-related topics.

Understands, observes, enforces and complies with all Governmental, Gunnison County and Departmental policies, procedures and protocols when performing job duties.

Possesses excellent oral and written skills to communicate effectively; composes, types and edits a variety of correspondence, reports, memoranda, and other material requiring judgment as to content, accuracy, and completeness.

Effectively manages multiple projects at once.

Easily adapts to sudden and unexpected changes in work assignments.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

- (A) Graduation from an accredited four-year college or university with a degree in Accounting, Finance, Business or Public administration required, and
- (B) minimum seven (7) years of progressively responsible experience in the field of accounting or public administration that involved the analysis, preparation and administration of budgets and development of long-term planning, or
- (C) any equivalent combination of education and experience that the County deems appropriate.
- (D) Master's Degree from an accredited college or university in Business or Public Administration or related field preferred.

Necessary Knowledge, Skills and Abilities:

- (A) Working knowledge of modern governmental accounting theory, principles, and practices; working knowledge of internal control procedures and management information systems; working knowledge of office automation and computerized financial applications; knowledge of public finance and fiscal planning; knowledge of budgetary, accounting and reporting systems, GAAFR, GAAP and GASB;
- (B) Knowledge of personal computers, word-processing and database software capabilities; advanced knowledge of Excel or other data analysis software for the purposes of extracting and analyzing large volumes of complex raw financial data;
- (C) Skill in operating the listed tools and equipment;
- (D) Proficiency in applicable federal, state and local laws and policies of county government operations, and of applicable ethical guidelines;
- (E) Ability to prepare and analyze financial reports; ability to maintain efficient and effective financial systems and procedures; ability to accurately account for County funds; ability to establish and maintain effective working relationships; ability to communicate effectively, orally and in writing.
- (F) Expert proficiency in leadership methods and management skills;
- (G) Implement financial systems and procedures;
- (H) Supervise and mentor professional and support staff in a productive and positive manner.

SPECIAL REQUIREMENTS

Possess a valid driver's license for Colorado.

Completion of ICS 100, 200 and 700 within first year of hire and ICS 300, 400 and 800 within 2 years of hire.

TOOLS AND EQUIPMENT USED

Personal computer, including spreadsheet and word processing software; central financial computer system; keyboard; telephone; 10-key calculator; copy machine; fax machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 25 pounds.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

COGNITIVE DEMANDS

English Language Comprehension

Requires the ability to listen to, read, understand and communicate the English language so that others are able to understand. This must be done both orally and in writing, at the level appropriate for the position held.

Information Ordering

Requires the ability to arrange things or actions in a certain order or pattern according to a specific rule or set of rules.

Memory

Requires the ability to remember directions and processes for all essential duties; requires remembering facts; requires remembering the gist of past conversations, situations and events.

Attention

Requires focus for long periods of time; concentration on details and thoroughness in completing work tasks; filtering out distractions, ignoring irrelevant information.

Deductive Reasoning

Requires the ability to apply general rules to specific situations to produce results that make sense.

Problem Solving

Requires the ability to tell when something is wrong or is likely to go wrong. Requires the ability to use logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems. Requires the ability to reflect on strategy, plan, adopt an approach, and change direction if not working.

Mathematical Reasoning

Requires the ability to choose the right mathematical methods or formulas to solve a problem.

Active Learning

Requires understanding the implications of new information for both current and future problem-solving and decision-making. Requires selecting and using training/instruction appropriate for the situation.

Time Management

Requires employee to manage his/her own time and the time of others effectively so that tasks get done in an efficient manner and deadlines are met.

Cooperation

Requires being dependable, willing to take on responsibilities and challenges, exerting maximum effort toward completing essential duties, persistent in problem solving, adaptable to change (positive or negative), honesty, and being pleasant to others.

Social Perceptiveness

Requires being aware of others' reactions, and understanding why they react as they do.

Monitoring

Requires assessing the performance of yourself, other individuals, and/or the organization to make improvements or take corrective action.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required. Background check and CBI check may be performed.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

**ACKNOWLEDGEMENT OF RECEIPT
PLEASE SIGN AND RETURN TO THE HUMAN RESOURCES OFFICE**

I Perry W. Solheim acknowledge that I have received a copy of the current job description for the position of Finance Director with Gunnison County. I understand the job description does not constitute an employment agreement between Gunnison County and myself and is subject to change by the Gunnison County Management in its sole discretion.



Signature

7.8.22

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval to reapply for a Colorado Department of P

Action Requested: Other Grant Application Approval

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

HHS would like to reapply to the CDPHE OPHP funding for public health assessment and planning for the West Central Public Health Partnership.

Fiscal Impact:

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 8/11/2022

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 8/11/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/11/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 8/16/2022



HEALTH AND HUMAN SERVICES DEPARTMENTS

Human Services Phone: (970) 641-3244 Fax: (970) 641-3738
Public Health Phone: (970) 641-0209 Fax: (970) 641-8346
225 N Pine St, Gunnison, CO 81230
Website: www.GunnisonCounty.org

TO: MATTHEW BIRNIE, COUNTY MANAGER
THROUGH: JONI REYNOLDS, HHS DIRECTOR; BRAD WHEATON, DEPUTY HHS DIRECTOR, MARGARET WACKER, COMMUNITY HEALTH MANAGER
SUBJECT: REQUEST FOR APPROVAL FOR CDPHE OPHP GRANT APPLICATION
DATE: AUGUST 10, 2022

I would like to request to reapply for the Colorado Department of Public Health and Environment OPHP funding through their Preventive Block Grant (PBG) funding for the purpose of public health assessment and planning for the West Central Public Health Partnership region, including Gunnison, Delta, Hinsdale, Montrose, Ouray and San Miguel counties.

This funding of \$50,000 - \$75,000 will support staff time and efforts related to assessment and planning to create a new public health improvement plan for the region. Staff time written into this grant includes Gunnison County employees, Margaret Wacker, Community Health Manager, Trena Simons, Regional Epidemiologist, and Erika Stoerkel, WCPHP Grants Manager. Current funding from this source is \$50,000. Gunnison County has received funding from this source for this purpose since 2015.

Application is due 8/19/22, grant term is 10/1/22 – 9/30/23 If requested I will submit the final grant application when completed.

<https://cdphe-lpha.colorado.gov/ophp-preventive-block-grant-pbg>

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for a Resolution; Amending Gunnison Count

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your ease in review, both the clean and redline versions of this amended resolution are attached. This resolution supersedes Resolutions 2015-2, 2017-19. and 2020-11.

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:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 8/11/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/11/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 8/16/2022

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. ~~2020-2022-??~~

**A RESOLUTION AMENDING GUNNISON COUNTY EMERGENCY AND DISASTER
MANAGEMENT AND PROCEDURES**

This resolution supersedes Resolution 2015-2, and Resolution 2017-19, and Resolution 2020-11.

WHEREAS, on May 8, 2008, the Board of County Commissioners of the County of Gunnison, Colorado ("Board") approved and adopted Resolution 2008-15, A Resolution Establishing Gunnison County Emergency and Disaster Management and Procedures, to provide for the effective direction, control and coordination of Gunnison County government during an emergency or disaster; and

WHEREAS, on June 4, 2013, the Board approved and amended Section D.1.b. of Resolution 2008-15 by Resolution No: 2013-10; and

WHEREAS, on May 2, 2017, the Board approved and amended Resolution 2008-15 to add a new paragraph 5 to Section C. Direction and Control, to include the Delegation of Authority; and

WHEREAS, on March 19, 2020, the Board repealed and superseded Resolutions 2008-15, 2015-2 and 2017-19 with the adoption of Resolution 2020-11, which included a new section G. Emergency Meetings; and

WHEREAS, the Colorado Open Meetings Law applies to any meeting convened in person, by phone or electronically to discuss public business relating to the policy-making function of the Board; and

WHEREAS, when a meeting is convened to discuss public business and is a meeting at which any formal action occurs or at which a majority or quorum of the Board is expected to be in attendance, then such meetings are open to the public and public notice shall be given and minutes taken; and

WHEREAS, the Colorado Open Meetings Law contains no reference to emergency meetings; however, C.R.S. §30-10-303(2) allows the Board to call an emergency meeting provided it has adopted procedures therefor;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that this Resolution, including the authorities and requirements set forth herein regarding emergency and disaster management and procedures, shall be in full force and effect upon the adoption of the instant Resolution, shall thereafter govern the management and procedures during an emergency or disaster within Gunnison County, repealing and superseding Resolution Nos. 2008-15, 2015-2, and 2017-19, and 2020-11.

A. GENERAL OPERATIONS.

1. This plan is based on the concept that emergency functions for various groups involved in Gunnison County government will generally parallel their normal day-to-day functions. To the extent possible, the same personnel and material resources will be employed in both non- emergency and emergency circumstances.

In an emergency circumstance, it is desirable, and always attempted, to maintain organizational continuity and to assign familiar tasks to personnel. In large scale disasters, it may be necessary to draw on people's basic capacities and use them in areas of greatest need. Day-to-day functions that do not contribute directly to the emergency operation may be suspended for the duration of any emergency. Personnel and resources that would normally be required of those [day-to-day](#) functions may be redirected to accomplish the emergency task.

2. In keeping with the current strategy of integrated emergency management, this Resolution is concerned with all types of emergency situations that may develop. It also accounts for activities before, during, and after emergency operations.

3. Each department and office has emergency functions in addition to its normal duties. Each department is responsible for developing and maintaining its own procedures and continuity of operations plans. [Each department is responsible for understanding their roles and responsibilities during an emergency, as defined in the Gunnison County Emergency Operations Plan.](#) In addition, each department is responsible for maintaining the appropriate level of National Incident Management System/Incident Command System competencies.

B. PHASES OF EMERGENCY MANAGEMENT.

1. Preparedness. Preparedness activities, programs and systems are those that exist prior to an emergency, and are used to support and enhance response to an emergency or disaster. Planning, training, and exercising are among the activities conducted under this phase.

2. Response. Response is comprised of activities and programs designed to address immediate and short-term effects at the onset of an emergency or disaster. It helps to reduce casualties and damage and to speed recovery. Response activities include direction and control, warning, evacuation and other similar operations.

3. Recovery. Recovery is the phase that involves restoring systems to normal. Short-term recovery actions are taken to assess damage and return vital public health, safety and welfare systems to at least minimum operating standards; long-term recovery actions may continue for many years.

4. Mitigation. Mitigation activities are those designed to either prevent the occurrence of an emergency, or long-term activities instituted to minimize the potentially adverse effects of an emergency from happening again.

C. DIRECTION AND CONTROL.

1. The Board, consistent with C.R.S. § 24-33.5-709, Local Disaster Emergencies, identifies the County Manager as the only person with authority to declare a Gunnison County emergency. That declaration shall not be continued or renewed for a period in excess of seven days except by or with the consent of the Board of County Commissioners. In all events, the County Manager shall make all reasonable efforts to convene, by any reasonable methods, a quorum of the Board within [24-72](#) hours of the initial declaration of emergency; and shall continue those efforts until a quorum is convened. Any order or proclamation declaring, continuing, or terminating a Gunnison County emergency or disaster shall be given prompt and general publicity and shall be filed promptly with the Gunnison County

Clerk and Recorder and with the State of Colorado Division of Emergency Management. Each Gunnison County Department Head and staff shall provide support to and cooperation with the County Manager.

2. a. Until a quorum of the Board has been convened, pursuant to a declaration of emergency by the Gunnison County Manager, the Manager shall have the full legal authority of the Board of County Commissioners. In addition, the County Manager shall have the authority to activate the Gunnison County Emergency Operations Plan and to request assistance from each appropriate entity through the activation of their respective plans.

b. After ~~twenty-four~~seventy-two hours has elapsed from the initial declaration of emergency, the succession of authority to act for the Board shall be the following in order:

- i. A majority of the Board;
- ii. The chairperson;
- iii. The vice chairperson;
- iv. The third commissioner;
- v. County Manager;
- vi. ~~Deputy County Manager~~Assistant County Manager for Operations and Sustainability;
- vii. ~~County Attorney~~Assistant County Manager for Health, Human and Safety Services
- viii. ~~Assistant County Manager for Community and Economic Development~~
- ix. ~~Assistant County Manager for Public Works~~
- ~~vii-x.~~ Chief Financial Officer

3. A template for a Declaration of Emergency by the County Manager is attached hereto and incorporated herein as Appendix A.

4. A template for an Order, by the Board of County Commissioners, continuing or renewing the Emergency Declaration in excess of seven days is attached hereto and incorporated herein as Appendix B.

5. In the event that the incident has exceeded (or is expected to exceed) Gunnison County's capacity and capability to effectively respond to and manage the incident, it may be necessary to delegate the management of the incident, or a portion of an incident, to an incident management team (IMT) or State Agency. The request for an IMT may be directly related to operational management of the incident, or for assistance with community stabilization issues related to the incident, i.e. shelters, public information etc. ~~to request operational assistance from an incident management team (IMT).~~ Requests for an IMT should be initiated through the Colorado Division of Homeland Security and Emergency Management, and will require a written **Delegation of Authority**, to be signed by the IMT Incident Commander and the appropriate Gunnison County representative as designated in section D.1 "Succession of Operational Command" in this resolution. In ~~some some cases-cases~~ it may be advisable to have jurisdictions with overlapping operational responsibility (i.e., ~~a-a fire-fire~~ district) also sign the delegation.

For wildfire incidents, if the Colorado Division of Fire Prevention and Control (DFPC) has accepted operational control of suppression activities from Gunnison County via a Delegation of Authority, and determines that an IMT is necessary to effectively manage the wildfire, then DFPC will order the IMT and enter into a Delegation of Authority with the IMT for operational

~~control of suppression activities.~~

Commented [KH1]: Lisa doesn't feel that this paragraph is necessary, but Scott added it.

The Delegation of Authority assigns incident related operational and tactical activities and responsibility for those activities to the delegated agency or an IMT. The Delegation should reflect all issues and objectives County leadership determines to be in its best interests, as determined by the County Policy Group, which may consist of, but is not necessarily limited to; Commissioner(s), County Manager, Finance, Department having operational control etc. The delegation should specifically identify date and time of transfer/delegation. The Incident Commanders (outgoing and incoming) are responsible for ensuring that all involved agencies and personnel are notified of the Delegation. The Delegation does not preclude the County from participating in incident planning, nor does it absolve the County of its responsibilities during the incident. Typically, the Delegation will not include the delegated agency or IMT management of peripheral incident activities such as management of shelters, evacuations, road closures, donations and volunteers, as these activities usually remain the responsibility of the countyCounty.

The Delegation is amendable, as incident conditions and strategies change. The Delegation is revocable, should the delegated agency or IMT not perform to the County's expectations. At the conclusion of the incident, or at which time the County determines it has sufficient capacity and capabilities to manage the incident, the delegated agency— or IMT shall be released by termination of the Delegation.

A template for a Delegation of Authority is attached hereto and incorporated herein as Appendix C.

D. CONTINUITY OF OPERATIONS.

1. Succession of Operational Command.

- (a) All authority vested in the County Manager by Resolution No. 1988-10, Resolution No. 2007-26, and any other then current delegation of authority to the County Manager shall be exercised, first, by the County Manager.
- (b) The emergency, interim line of succession, in the event the County Manager is completely unavailable by any means ("Chain of Command"), shall be:

- i. Assistant County Manager for Operations and Sustainability;
- ii. Assistant County Manager for Health, Human and Safety Services
- iii. Assistant County Manager for Community and Economic Development
- iv. Assistant County Manager for Public Works
- v. Chief Financial Officer
- ~~i. Deputy County Manager~~
- ~~ii. Health and Human Services Director~~
- ~~iii. Facilities Maintenance Manager~~
- ~~iv. Finance Director~~

Each of those persons shall have the full authority, in succession, as the

County Manager. These emergency, interim successors shall relinquish such authority as directed by a person higher in the Chain of Command when such person becomes available.

- (c) The line of succession in each department is according to the written continuity of operations procedures established by that department.

E. EFFECTS OF DECLARATION OF EMERGENCY.

The effects of an Emergency Declaration shall include but not be limited to:

1. Enhanced County Manager Authority.

- (a) Authority to redeploy Gunnison County personnel or equipment from normal job duties to assist in emergency response;
- (b) Authority to repurpose Gunnison County facilities to support the emergency;
- (c) Authority to suspend or temporarily alter Personnel Policies;
- (d) Increase in contracting authority to ~~\$250,000~~ \$350,000 (this authority will be automatically adjusted according to the US Bureau of Labor Statistics Consumer Price Index at <https://cdola.colorado.gov/inflation-denver-aurora-lakewood-consumer-price-index> and rounded to the nearest one-thousand (\$1,000) dollars in January of each calendar year);
- (e) Authority to delegate all or a portion of operational ~~authority-management of the incident to an Incident Management Team or State agency.~~ Incident Command.

2. Ability to request and authorize assistance from all appropriate entities and individuals (e.g. local elected officials, other local governments, State of Colorado, federal government).

F. PUBLIC INFORMATION OFFICER.

1. The Incident Commander shall designate a Public Information Officer.

2. The Gunnison County Manager or next in chain of command may appoint a County PIO to coordinate with the Incident(s) PIO.

3. Only the designated Public Information Officer is authorized to speak on behalf of Gunnison County.

4. Each Commissioner shall defer to the designated Public Information Officer relative to public announcements.

5. All Gunnison County staff shall defer to the designated Public Information Officer relative to public announcements.

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G. EMERGENCY MEETINGS

Pursuant to C.R.S. § 30-10-303(2), should the Board, the County Manager or the County Attorney decide, in their respective sole discretion, that an emergency meeting is required, the following procedures shall apply:

1. The County Attorney or the County Manager shall call or be contacted to call the emergency meeting, which can be held even in the event that proper public notification is not attainable.

2. The meeting may be held in person, via telephone, by video conference or other electronic means, or a combination thereof.

~~2.~~

3. At the onset of the meeting, the Chair, or a member of the Board, shall describe the circumstances constituting the emergency under which the meeting is taking place, and acknowledge that the notice requirement may be affected by the type of meeting involved. For purposes of these procedures, "emergency" is defined as "an unforeseen combination of circumstances or the resulting state that calls for immediate action."

4. When the meeting is held in person, electronically or via telephone, the Board and Administration staff shall take the necessary steps to create an audio recording of the meeting. In addition, to the extent practicable, the Clerk and Recorder or a Deputy Clerk shall attend and take minutes of the meeting.

5. When the meeting is held electronically, the Board and Administration staff shall take all reasonable steps to ensure that the Clerk or a Deputy Clerk receives copies of all communications so that minutes may be prepared. E-mail between elected officials to discuss public business is normally open to the public unless otherwise exempt from disclosure under the Colorado Open Records Act.

6. Any action taken at the emergency meeting must be scheduled for ratification as a consent calendar or regular agenda item on the Board's next regular meeting for which the agenda has not already been posted.

7. County Administration staff will undertake all reasonable efforts to notify the general public and press of the emergency meeting, including the use of existing electronic distribution lists.

INTRODUCED by Commissioner _____, seconded by Commissioner _____ and passed on this _____ day of ~~March, 2020~~[August 2022](#).

BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GUNNISON, COLORADO

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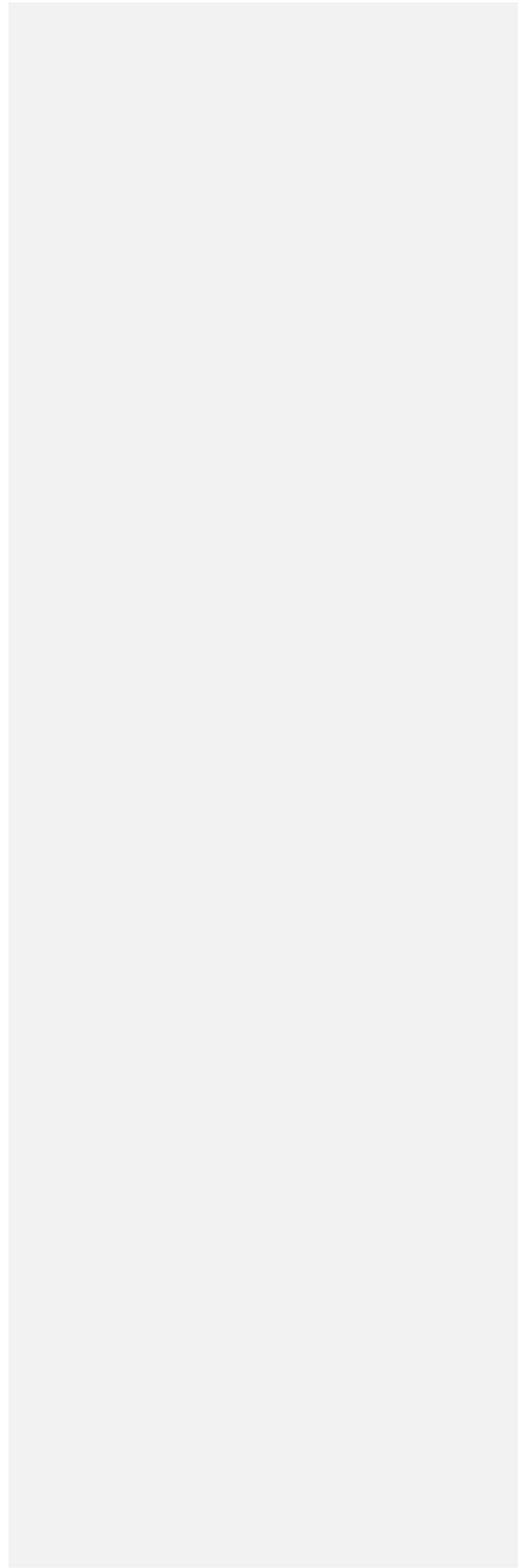
Jonathan Houck, Chairperson

~~John Messner~~ Roland Mason, Commissioner

~~Roland Mason~~ Liz Smith, Commissioner

ATTEST:

Deputy County Clerk



Appendix A

DECLARATION OF EMERGENCY GUNNISON COUNTY, COLORADO

WHEREAS, _____ has reported to the Gunnison County Manager, or the next person in the Gunnison County chain-of-command pursuant to Gunnison County Resolution ~~2020~~2022-_____, the following:

1. _____
2. _____
3. _____
4. _____; and

WHEREAS, _____ has confirmed to a reasonable degree the accuracy of the reports identified above; and

WHEREAS, the public health, safety and welfare of Gunnison County citizens and the public at large in Gunnison County currently is in danger; and

WHEREAS, persons and/or property are or will be damaged unless immediate efforts are undertaken to reduce the threat to life and/or property; and

WHEREAS, there is an emergency present which necessitates activation of the use of emergency powers granted by C.R.S. § 24-33.5-709, Local Disaster Emergencies, and Board of County Commissioners, Gunnison County, Colorado, Resolution No. ~~2020~~2022-_____.

NOW, THEREFORE, IT IS DIRECTED:

That it is hereby declared that there is an emergency/disaster due to the following conditions:

- a. _____
- b. _____
- c. _____

Dated this ____ day of _____, _____.

Gunnison County Manager (or next in chain-of-command)

Attest: _____
Deputy Clerk

Appendix B

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
DECLARATION OF CONTINUATION EMERGENCY GUNNISON COUNTY, COLORADO

WHEREAS, on _____, the County Manager, or the next person in the Gunnison County chain-of-command pursuant to Gunnison County Resolution ~~2020~~2022-____ declared an emergency; and

WHEREAS, the Board of County Commissioners has confirmed to a reasonable degree the continued existence of such emergency; and

WHEREAS, the public health, safety and welfare of Gunnison County citizens and the public at large in Gunnison County currently is in danger; and

WHEREAS, persons and/or property are or will be damaged unless continued efforts are undertaken to reduce the threat to life and/or property; and

WHEREAS, there is an emergency present which necessitates continuation of the use of emergency powers granted by C.R.S. § 24-33.5-709, Local Disaster Emergencies, and Board of County Commissioners, Gunnison County, Colorado, Resolution No. ~~2020~~2022-_____.

NOW, THEREFORE, IT IS DIRECTED:

That it is hereby declared that there continues to be an emergency/disaster due to the following conditions:

- a. _____
- b. _____
- c. _____

Dated this _____ day of _____, _____.

BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
~~John Messner~~ Roland Mason, Commissioner

By _____
~~Roland Mason~~ Liz Smith, Commissioner

ATTEST:

Deputy County Clerk

Appendix C

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
DELEGATION OF AUTHORITY

PURPOSE AND SCOPE OF THE DELEGATION OF AUTHORITY

The purpose of the *Delegation of Authority* is to transfer the responsibility and authority for incident management (i.e., legal command and incident decision authority) to the recipient; in this case, to a designated Incident Commander ("IC"). The *Delegation of Authority* is a written transfer of authority vesting the designated IC with the control and management of the incident in accordance with prescribed instructions and limitations.

The *Delegation of Authority* provides...

- Delegation (from agency administrator/unified agency administrator group) of full responsibility and authority for incident management under prescribed terms and conditions
- Terms, conditions, and limitations of the authority granted
- Local incident management policy (established in view of legal, financial, and political considerations)
- Delineation of line of authority (source of continuing local direction)
- Priorities for incident control
- Direction for unified command
- Documentation requirements
- Direction for media relations
- Direction for incident management reporting
- Termination conditions
- Other terms and conditions established by the local jurisdiction administrator

A *Delegation of Authority* may only be granted by action of the political governing body of the local jurisdiction. However, it may, by appropriate resolution, entrust the power to make that delegation to a specified jurisdiction official (e.g., a city manager, mayor, or fire chief) upon certain conditions, thus assuring timeliness and continuity of effective management and control. For maximum effectiveness, a procedure for the timely granting of a *Delegation of Authority* should be in place as an emergency planning measure.

It is important to understand that a *Delegation of Authority* is not an abdication of responsibility or authority, but rather a means of assuring them in an unusual emergency setting by providing for an assignment with prescribed conditions and limitations. The authority granted must be broad enough to ensure that local policy and priorities can be effectively implemented, accountability must be provided for, limitations as to scope, time, and/or incident may be included, and the power of review and termination retained.

INCIDENT COMMANDER

Incident Commander Name

As IC, you are hereby delegated full responsibility and authority to manage:

Incident Name

under the following terms and conditions.

1. **Incident Priorities**
Incident management and strategies shall be pursuant to the primary incident priorities established by (any attached documents):
2. **Incident Management**
Incident management and operations shall be conducted as efficiently and effectively as possible, given the prevailing conditions and circumstances.
3. **Unified Command**
As IC, you shall operate in unified command with the designated command personnel of other authorities with jurisdiction.
4. **Local Personnel**
When possible, local personnel shall be utilized within the incident management organization.
5. **Documentation**
Complete and comprehensive incident documentation shall be maintained, including initial damage claims investigations.
6. **Media Relations**
The incident management team will handle media relations through:
7. **Reporting**
Incident management reports shall be directed to:
8. **Other Terms and Conditions**
9. **Termination**
This Delegation of Authority shall terminate upon notice from the undersigned granting authority.

This transfer becomes effective at _____ time on the date of _____, 20____, and may be changed or updated as conditions change.

Gunnison County Representative

Incident Commander

Attest:

Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 2022-_____**

**A RESOLUTION AMENDING GUNNISON COUNTY EMERGENCY AND DISASTER
MANAGEMENT AND PROCEDURES**

This resolution supersedes Resolution 2015-2, Resolution 2017-19, and Resolution 2020-11.

WHEREAS, on May 8, 2008, the Board of County Commissioners of the County of Gunnison, Colorado ("Board") approved and adopted Resolution 2008-15, A Resolution Establishing Gunnison County Emergency and Disaster Management and Procedures, to provide for the effective direction, control and coordination of Gunnison County government during an emergency or disaster; and

WHEREAS, on June 4, 2013, the Board approved and amended Section D.1.b. of Resolution 2008-15 by Resolution No: 2013-10; and

WHEREAS, on May 2, 2017, the Board approved and amended Resolution 2008-15 to add a new paragraph 5 to Section C. Direction and Control, to include the Delegation of Authority; and

WHEREAS, on March 19, 2020, the Board repealed and superseded Resolutions 2008-15, 2015-2 and 2017-19 with the adoption of Resolution 2020-11, which included a new section G. Emergency Meetings; and

WHEREAS, the Colorado Open Meetings Law applies to any meeting convened in person, by phone or electronically to discuss public business relating to the policy-making function of the Board; and

WHEREAS, when a meeting is convened to discuss public business and is a meeting at which any formal action occurs or at which a majority or quorum of the Board is expected to be in attendance, then such meetings are open to the public and public notice shall be given and minutes taken; and

WHEREAS, the Colorado Open Meetings Law contains no reference to emergency meetings; however, C.R.S. §30-10-303(2) allows the Board to call an emergency meeting provided it has adopted procedures therefor;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that this Resolution, including the authorities and requirements set forth herein regarding emergency and disaster management and procedures, shall be in full force and effect upon the adoption of the instant Resolution, shall thereafter govern the management and procedures during an emergency or disaster within Gunnison County, repealing and superseding Resolution Nos. 2008-15, 2015-2, 2017-19, and 2020-11.

A. GENERAL OPERATIONS.

1. This plan is based on the concept that emergency functions for various groups involved in Gunnison County government will generally parallel their normal day-to-day functions. To the extent possible, the same personnel and material resources will be employed in both non- emergency and emergency circumstances.

In an emergency circumstance, it is desirable, and always attempted, to maintain organizational continuity and to assign familiar tasks to personnel. In large scale disasters, it may be necessary to draw on people's basic capacities and use them in areas of greatest need. Day-to-day functions that do not contribute directly to the emergency operation may be suspended for the duration of any emergency. Personnel and resources that would normally be required of those day-to-day functions may be redirected to accomplish the emergency task.

2. In keeping with the current strategy of integrated emergency management, this Resolution is concerned with all types of emergency situations that may develop. It also accounts for activities before, during, and after emergency operations.

3. Each department and office has emergency functions in addition to its normal duties. Each department is responsible for developing and maintaining its own procedures and continuity of operations plans. Each department is responsible for understanding their roles and responsibilities during an emergency, as defined in the Gunnison County Emergency Operations Plan. In addition, each department is responsible for maintaining the appropriate level of National Incident Management System/Incident Command System competencies.

B. PHASES OF EMERGENCY MANAGEMENT.

1. Preparedness. Preparedness activities, programs and systems are those that exist prior to an emergency, and are used to support and enhance response to an emergency or disaster. Planning, training, and exercising are among the activities conducted under this phase.

2. Response. Response is comprised of activities and programs designed to address immediate and short-term effects at the onset of an emergency or disaster. It helps to reduce casualties and damage and to speed recovery. Response activities include direction and control, warning, evacuation and other similar operations.

3. Recovery. Recovery is the phase that involves restoring systems to normal. Short-term recovery actions are taken to assess damage and return vital public health, safety and welfare systems to at least minimum operating standards; long-term recovery actions may continue for many years.

4. Mitigation. Mitigation activities are those designed to either prevent the occurrence of an emergency, or long-term activities instituted to minimize the potentially adverse effects of an emergency from happening again.

C. DIRECTION AND CONTROL.

1. The Board, consistent with C.R.S. § 24-33.5-709, Local Disaster Emergencies, identifies the County Manager as the only person with authority to declare a Gunnison County emergency. That declaration shall not be continued or renewed for a period in excess of seven days except by or with the consent of the Board of County Commissioners. In all events, the County Manager shall make all reasonable efforts to convene, by any reasonable methods, a quorum of the Board within 72 hours of the initial declaration of emergency; and shall continue those efforts until a quorum is convened. Any order or proclamation declaring, continuing, or terminating a Gunnison County emergency or disaster shall be given prompt and general publicity and shall be filed promptly with the Gunnison County Clerk and Recorder and with the State of Colorado Division of Emergency Management. Each

Gunnison County Department Head and staff shall provide support to and cooperation with the County Manager.

2. a. Until a quorum of the Board has been convened, pursuant to a declaration of emergency by the Gunnison County Manager, the Manager shall have the full legal authority of the Board of County Commissioners. In addition, the County Manager shall have the authority to activate the Gunnison County Emergency Operations Plan and to request assistance from each appropriate entity through the activation of their respective plans.

b. After seventy-two hours has elapsed from the initial declaration of emergency, the succession of authority to act for the Board shall be the following in order:

- i. A majority of the Board;
- ii. The chairperson;
- iii. The vice chairperson;
- iv. The third commissioner;
- v. County Manager;
- vi. Assistant County Manager for Operations and Sustainability;
- vii. Assistant County Manager for Health, Human and Safety Services
- viii. Assistant County Manager for Community and Economic Development
- ix. Assistant County Manager for Public Works
- x. Chief Financial Officer

3. A template for a Declaration of Emergency by the County Manager is attached hereto and incorporated herein as Appendix A.

4. A template for an Order, by the Board of County Commissioners, continuing or renewing the Emergency Declaration in excess of seven days is attached hereto and incorporated herein as Appendix B.

5. In the event that the incident has exceeded (or is expected to exceed) Gunnison County's capacity and capability to effectively respond to and manage the incident, it may be necessary to delegate the management of the incident, or a portion of an incident, to an incident management team (IMT) or State Agency. The request for an IMT may be directly related to operational management of the incident, or for assistance with community stabilization issues related to the incident, i.e. shelters, public information etc.. Requests for an IMT should be initiated through the Colorado Division of Homeland Security and Emergency Management, and will require a written **Delegation of Authority**, to be signed by the IMT Incident Commander and the appropriate Gunnison County representative as designated in section D.1 "Succession of Operational Command" in this resolution. In some cases it may be advisable to have jurisdictions with overlapping operational responsibility (i.e. a fire district) also sign the delegation.

The Delegation of Authority assigns incident related operational and tactical activities and responsibility for those activities to the delegated agency or an IMT. The Delegation should reflect all issues and objectives County leadership determines to be in its best interests, as determined by the County Policy Group, which may consist of, but is not necessarily limited to; Commissioner(s), County Manager, Finance, Department having operational control etc. The delegation should specifically identify date and time of transfer/delegation. The Incident Commanders (outgoing and incoming) are responsible for ensuring that all involved agencies and personnel are notified of the Delegation. The Delegation does not preclude the County from

participating in incident planning, nor does it absolve the County of its responsibilities during the incident. Typically, the Delegation will not include the delegated agency or IMT management of peripheral incident activities such as management of shelters, evacuations, road closures, donations and volunteers, as these activities usually remain the responsibility of the County.

The Delegation is amendable, as incident conditions and strategies change. The Delegation is revocable, should the delegated agency or IMT not perform to the County's expectations. At the conclusion of the incident, or at which time the County determines it has sufficient capacity and capabilities to manage the incident, the delegated agency or IMT shall be released by termination of the Delegation.

A template for a Delegation of Authority is attached hereto and incorporated herein as Appendix C.

D. CONTINUITY OF OPERATIONS.

1. Succession of Operational Command.

- (a) All authority vested in the County Manager by Resolution No. 1988-10, Resolution No. 2007-26, and any other then current delegation of authority to the County Manager shall be exercised, first, by the County Manager.
- (b) The emergency, interim line of succession, in the event the County Manager is completely unavailable by any means ("Chain of Command"), shall be:
 - i. Assistant County Manager for Operations and Sustainability;
 - ii. Assistant County Manager for Health, Human and Safety Services
 - iii. Assistant County Manager for Community and Economic Development
 - iv. Assistant County Manager for Public Works
 - v. Chief Financial Officer

Each of those persons shall have the full authority, in succession, as the County Manager. These emergency, interim successors shall relinquish such authority as directed by a person higher in the Chain of Command when such person becomes available.

- (c) The line of succession in each department is according to the written continuity of operations procedures established by that department.

E. EFFECTS OF DECLARATION OF EMERGENCY.

The effects of an Emergency Declaration shall include but not be limited to:

1. Enhanced County Manager Authority.

- (a) Authority to redeploy Gunnison County personnel or equipment from normal job duties to assist in emergency response;
- (b) Authority to repurpose Gunnison County facilities to support the emergency;
- (c) Authority to suspend or temporarily alter Personnel Policies;
- (d) Increase in contracting authority to \$350,000 (this authority will be automatically adjusted according to the US Bureau of Labor Statistics Consumer Price Index at <https://cdola.colorado.gov/inflation-denver-aurora-lakewood-consumer-price-index> and rounded to the nearest one-thousand (\$1,000) dollars in January of each calendar year);
- (e) Authority to delegate all or a portion of operational management of the incident to an Incident Management Team or State agency.

2. Ability to request and authorize assistance from all appropriate entities and individuals (e.g. local elected officials, other local governments, State of Colorado, federal government).

F. PUBLIC INFORMATION OFFICER.

- 1. The Incident Commander shall designate a Public Information Officer.
- 2. The Gunnison County Manager or next in chain of command may appoint a County PIO to coordinate with the Incident(s) PIO.
- 3. Only the designated Public Information Officer is authorized to speak on behalf of Gunnison County.
- 4. Each Commissioner shall defer to the designated Public Information Officer relative to public announcements.
- 5. All Gunnison County staff shall defer to the designated Public Information Officer relative to public announcements.

G. EMERGENCY MEETINGS

Pursuant to C.R.S. § 30-10-303(2), should the Board, the County Manager or the County Attorney decide, in their respective sole discretion, that an emergency meeting is required, the following procedures shall apply:

- 1. The County Attorney or the County Manager shall call or be contacted to call the emergency meeting, which can be held even in the event that proper public notification is not attainable.
- 2. The meeting may be held in person, via telephone, by video conference or other electronic means, or a combination thereof.

3. At the onset of the meeting, the Chair, or a member of the Board, shall describe the circumstances constituting the emergency under which the meeting is taking place, and acknowledge that the notice requirement may be affected by the type of meeting involved. For purposes of these procedures, "emergency" is defined as "an unforeseen combination of circumstances or the resulting state that calls for immediate action."

4. When the meeting is held in person, electronically or via telephone, the Board and Administration staff shall take the necessary steps to create an audio recording of the meeting. In addition, to the extent practicable, the Clerk and Recorder or a Deputy Clerk shall attend and take minutes of the meeting.

5. When the meeting is held electronically, the Board and Administration staff shall take all reasonable steps to ensure that the Clerk or a Deputy Clerk receives copies of all communications so that minutes may be prepared. E-mail between elected officials to discuss public business is normally open to the public unless otherwise exempt from disclosure under the Colorado Open Records Act.

6. Any action taken at the emergency meeting must be scheduled for ratification as a consent calendar or regular agenda item on the Board's next regular meeting for which the agenda has not already been posted.

7. County Administration staff will undertake all reasonable efforts to notify the general public and press of the emergency meeting, including the use of existing electronic distribution lists.

INTRODUCED by Commissioner _____, seconded by
Commissioner _____ and passed on this _____ day of
August 2022.

BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GUNNISON, COLORADO

Jonathan Houck, Chairperson

Roland Mason, Commissioner

Liz Smith, Commissioner

ATTEST:

Deputy County Clerk

Appendix A

DECLARATION OF EMERGENCY GUNNISON COUNTY, COLORADO

WHEREAS, _____ has reported to the Gunnison County Manager, or the next person in the Gunnison County chain-of-command pursuant to Gunnison County Resolution 2022-_____, the following:

- 1. _____
- 2. _____
- 3. _____
- 4. _____; and

WHEREAS, _____ has confirmed to a reasonable degree the accuracy of the reports identified above; and

WHEREAS, the public health, safety and welfare of Gunnison County citizens and the public at large in Gunnison County currently is in danger; and

WHEREAS, persons and/or property are or will be damaged unless immediate efforts are undertaken to reduce the threat to life and/or property; and

WHEREAS, there is an emergency present which necessitates activation of the use of emergency powers granted by C.R.S. § 24-33.5-709, Local Disaster Emergencies, and Board of County Commissioners, Gunnison County, Colorado, Resolution No. 2022-_____.

NOW, THEREFORE, IT IS DIRECTED:

That it is hereby declared that there is an emergency/disaster due to the following conditions:

- a. _____
- b. _____
- c. _____

Dated this _____ day of _____, _____.

Gunnison County Manager (or next in chain-of-command)

Attest: _____
Deputy Clerk

Appendix B

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
DECLARATION OF CONTINUATION EMERGENCY GUNNISON COUNTY, COLORADO

WHEREAS, on _____, the County Manager, or the next person in the Gunnison County chain-of-command pursuant to Gunnison County Resolution 2022-_____ declared an emergency; and

WHEREAS, the Board of County Commissioners has confirmed to a reasonable degree the continued existence of such emergency; and

WHEREAS, the public health, safety and welfare of Gunnison County citizens and the public at large in Gunnison County currently is in danger; and

WHEREAS, persons and/or property are or will be damaged unless continued efforts are undertaken to reduce the threat to life and/or property; and

WHEREAS, there is an emergency present which necessitates continuation of the use of emergency powers granted by C.R.S. § 24-33.5-709, Local Disaster Emergencies, and Board of County Commissioners, Gunnison County, Colorado, Resolution No. 2022-_____.

NOW, THEREFORE, IT IS DIRECTED:

That it is hereby declared that there continues to be an emergency/disaster due to the following conditions:

- a. _____
- b. _____
- c. _____

Dated this _____ day of _____, _____.

BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Roland Mason, Commissioner

By _____
Liz Smith, Commissioner

ATTEST:

Deputy County Clerk

Appendix C

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
DELEGATION OF AUTHORITY

PURPOSE AND SCOPE OF THE DELEGATION OF AUTHORITY

The purpose of the *Delegation of Authority* is to transfer the responsibility and authority for incident management (i.e., legal command and incident decision authority) to the recipient; in this case, to a designated Incident Commander (“IC”). The *Delegation of Authority* is a written transfer of authority vesting the designated IC with the control and management of the incident in accordance with prescribed instructions and limitations.

The *Delegation of Authority* provides...

- Delegation (from agency administrator/unified agency administrator group) of full responsibility and authority for incident management under prescribed terms and conditions
- Terms, conditions, and limitations of the authority granted
- Local incident management policy (established in view of legal, financial, and political considerations)
- Delineation of line of authority (source of continuing local direction)
- Priorities for incident control
- Direction for unified command
- Documentation requirements
- Direction for media relations
- Direction for incident management reporting
- Termination conditions
- Other terms and conditions established by the local jurisdiction administrator

A *Delegation of Authority* may only be granted by action of the political governing body of the local jurisdiction. However, it may, by appropriate resolution, entrust the power to make that delegation to a specified jurisdiction official (e.g., a city manager, mayor, or fire chief) upon certain conditions, thus assuring timeliness and continuity of effective management and control. For maximum effectiveness, a procedure for the timely granting of a *Delegation of Authority* should be in place as an emergency planning measure.

It is important to understand that a *Delegation of Authority* is not an abdication of responsibility or authority, but rather a means of assuring them in an unusual emergency setting by providing for an assignment with prescribed conditions and limitations. The authority granted must be broad enough to ensure that local policy and priorities can be effectively implemented, accountability must be provided for, limitations as to scope, time, and/or incident may be included, and the power of review and termination retained.

INCIDENT COMMANDER

Incident Commander Name

As IC, you are hereby delegated full responsibility and authority to manage:

Incident Name

under the following terms and conditions.

1. **Incident Priorities**
Incident management and strategies shall be pursuant to the primary incident priorities established by (any attached documents):
2. **Incident Management**
Incident management and operations shall be conducted as efficiently and effectively as possible, given the prevailing conditions and circumstances.
3. **Unified Command**
As IC, you shall operate in unified command with the designated command personnel of other authorities with jurisdiction.
4. **Local Personnel**
When possible, local personnel shall be utilized within the incident management organization.
5. **Documentation**
Complete and comprehensive incident documentation shall be maintained, including initial damage claims investigations.
6. **Media Relations**
The incident management team will handle media relations through:
7. **Reporting**
Incident management reports shall be directed to:
8. **Other Terms and Conditions**
9. **Termination**
This Delegation of Authority shall terminate upon notice from the undersigned granting authority.

This transfer becomes effective at _____ time on the date of _____, 20____, and may be changed or updated as conditions change.

Gunnison County Representative

Incident Commander

Attest: _____
Deputy Clerk