

- 1 - Agenda - Oct 18, 2022 BOCC Reg Meeting
- 2a - HS Agenda - Oct 18, 2022 Reg Meeting
- 2b - BoHS Minutes of Jun 21, 2022
- 2c - CDSH IGA, SOW for HHS leasing computer equip
- 2d - BoHS Program Updates, CCAP_Univ Pre-K
- 3 - BoH, Adult Protection Svcs update
- 4 - Scheduling Calendar Oct 18 2022
- 5 - DRAFT, Aug 2, 2022 BOCC Minutes
- 6 - consent 1 - Quartz Creek Improvement, Lease Agreement
- 6 - consent 2 - GCSAPP MOU and Prof Svcs Contract with Banas, Dandelion, Pinnacle
- 6 - consent 3 - County aid, Gunnison Country Food Pantry
- 6 - consent 4 - CDPHE Local PH Agency, Indirect Cost Negotiation Agreement
- 6 - consent 5 - Amended Prof Svcs Agreement, ValueWest Inc_Assessors
- 6 - consent 6 - Ricondo and Assoc, Rate Study Prof Svcs Agreement
- 6 - consent 7 - Amendment to IGA, Pitkin Winter Road Maintenance
- 6 - consent 8, IGA Town of Marble, Winter Plowing agreement
- 6 - consent 9 - CDPHE, OPHP Preventive Block Grant
- 6 - consent 10 - SG Interests Contract Agreement, Plowing of CR 265
- 6 - consent 11 - CO Judicial Dept, Grant award, Courthouse security staffing
- 6 - consent 12 - CB State of Mind contract
- 6 - consent 13 - Letter of Support, Public Words Grant app
- 6 - consent 14 - Profession Svcs Agreement, Mountain Roots
- 7 - Treasurer's Reports
- 8c - Sept 2022 Cash Transfer Report
- 8d - Sales Tax, LMD Reports
- 9 - Public Hearing, Tincup Street Vacation, Johnston, Anderson, Blake
- 10 - Kebler Trailhead Winter Parking Permits
- 11 - FAMLI Resolution Declining Participation
- 12 - Draft, 2023 Holiday Schedule

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, October 18, 2022

Page 1 of 3

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

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

8:30 am • (See separate agenda)

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

- 9:15 am • Call to Order
- Vital Records Audit; Update
 - Community Health Coalition; Update
 - Senior Resources; Update
 - Adult Protection Services (APS); Update
 - 2022 Review and 2023 Planning
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 9:45 am • Call to Order; Agenda Review
- Scheduling
 - Minutes
 1. August 2, 2022 Regular Meeting
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Approval for Commercial Lease Agreement; Quartz Creek Improvement Association, Tenant; for lease of Ohio City Town Hall; Effective date of signing – one year; services rendered in lieu of rent
 2. Approval for 2022-2023 Memorandum of Understanding and Professional Service Agreements with: Kelly Banas Counselling, LLC, Dandelion Roots Healing, LLC; Pinnacle Insights, LLC; for Gunnison County Substance Abuse Prevention Project services; 10/18/2022 – 8/31/2023; up to \$4,800 ea
 3. Acknowledgement of County Manager's signature; County Aid Agreement; for Gunnison Country Food Pantry Relocation and Renovation Project; 10/01/2022 - 12/31/2022; \$30,000
 4. Acknowledgment of County Manager's signature; Colorado Department of Public Health and Environment (CDPHE); Colorado Local Public Health Agency Indirect Cost Negotiation Agreement; sets CDPHE indirect cost rates for 2023 calendar year
 5. Acknowledgment of County Manager's Signature; Amended Professional Services Agreement; ValueWest, Inc; for professional commercial valuation services for all Gunnison County property classified as Commercial or Industrial; 9/6/2022 - 12/31/2024; \$15,000 for 2022, \$44,400 for 2023, \$44,400 for 2024

*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, October 18, 2022

Page 2 of 3

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

6. Acknowledgement of County Manager's signature; Professional Services Agreement; Ricondo & Associates, Inc; for Airport Rates and Charges Study; 10/18/2022 - 4/30/2024; up to \$145,000
7. Approval for Amendment to Intergovernmental Agreement for Winter Road Maintenance; Town of Pitkin; 11/01/2022 - 5/31/2023; approx. \$6,000 per year
8. Approval for Intergovernmental Agreement for Winter Road Maintenance; Town of Marble; 11/01/2022 - 5/31/2023; hourly charge for equipment, plus diesel fuel charges
9. Approval for CDPHE Office of Public Health Practice, Planning, and Local Partnerships (OPHP) Preventive Block Grant; Gunnison County Department of Health and Human Services, on behalf of The West Central Public Health Partnership (WCPHP); for public health improvement plan and regional assessment; Exp date 9/30/2023; \$40,000
10. Approval for Contractor Agreement; SG Interests I, Ltd; for snow plowing on County Road 265; 10/18/2022 – 7/01/2023; up to \$5,000 per season
11. Approval for Colorado Judicial Department, Court Security Cash Fund Commission Grant Award; supplement funding for Courthouse security staffing; 7/01/2022 - 6/30/2023; \$42,057
12. Approval for Professional Services Agreement; Crested Butte State of Mind; funding for therapeutic services for early childhood teachers in Gunnison and Hinsdale Counties; 9/27/2022 - 5/30/2023; up to \$8,000
13. Approval for Letter of Support; Public Works grant application to Colorado Counties, Inc; for design funding of GUN317-00.40A (Gothic Road) bridge; \$60,000 request
14. Approval for Professional Services Agreement; Mountain Roots Food Project; to provide food boxes for early childhood teachers in Gunnison and Hinsdale Counties; 9/27/2022 – 5/30/2023; up to \$36,000

9:50

- Treasurer's Reports
- Vouchers and Transfers:
 1. October 2022 Accounts Payable Report
 2. August 2022 Purchase Card Report
 3. September 2022 Cash Transfer Report
 4. Sales Tax - LMD Reports

10:00

- Public Hearing; Street Vacation Request for a portion of Oak Street; Townsite of Tincup; Lyle & Toni Johnston, Frank Anderson, and Albert Blake
 1. Resolution; Vacating A Certain Portion of Oak Street Lying Within the Town of Tincup, County of Gunnison, State of Colorado

BREAK

10:15

- Kebler Trailhead; Winter Parking Permits
- Resolution; Declining Participation in the FAMILI Program and Providing for Notification to the State of Colorado of Such Declination of Participation
- Draft; 2023 Holiday Schedule

10:35 am

- Unscheduled Citizens: Limit to 5 minutes per item. No formal action can be taken at this meeting.

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, October 18, 2022

Page 3 of 3

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

- **Commissioner Items:** Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.

- Adjourn

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=MjNDbTZHTFNRVdDemZJdC91aVBIZz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

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

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

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
Meeting Agenda for October 18, 2022
County Commissioners' Meeting Room
200 E. Virginia Avenue; Gunnison, CO 81230
(Remote Option, Below)

- Call to Order at 8:30 am

- Agenda Review

- Minutes Approvals:
 - June 21, 2022

- 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. Approval for Intergovernmental Agreement and Statement of Work; Colorado Department of Human Services (CDHS); Gunnison/Hinsdale Board of Human Services; for consistent procedure and control over leasing computing equipment, software, service, and accessories through CDHS; Eff Date 11/01/2022, three-year lease cycle; \$23,403

- Program Updates:
 - Child Care Assistance Program (CCAP)
 - Pre-K (Coordinating Organization)
 - Family First implementation
 - Parenting Programs
 - Child Welfare Services

- Next Meeting: December 20, 2022

- Adjourn at 9:15 am

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=MjNDdTZHTFNrRVdDemZjdC91aVBIz09>

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: Minutes Approvals: June 21, 2022

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review, the minutes of the Gunnison/Hinsdale Board of Human Services meeting from June 21, 2022. Note: The August meeting was canceled: these are the most current minutes to be approved.

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/14/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 10/18/2022

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
MEETING MINUTES
June 21, 2022**

The June 21, 2022 meeting of the Gunnison/Hinsdale Board of Human Services was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Roland Mason, Commissioner
Liz Smith, Commissioner
Greg Levine, Hinsdale Co. Commissioner [ABSENT]

Joni Reynolds, Assistant County Manager for
Health & Human Services
Marlene Crosby, Deputy County Manager
Melanie Bollig, Clerk to the Board
Other Persons Present as Listed in Text

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:43 am, and noted for the record that Commissioner Levine would not be able to join the meeting that day, but the rest of those in attendance would still constitute a quorum.

AGENDA REVIEW: There were no changes to the agenda.

MINUTES APPROVAL:

1. April 19, 2022 Meeting Minutes – **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the Gunnison/Hinsdale Board of Human Services meeting minutes for April 19, 2022, as presented. Motion carried.

CONSENT AGENDA: Assistant County Manager for Health and Human Services Joni Reynolds explained that there would be several contracts now to come in for approval as the Gunnison/Hinsdale Board of Human Services. This was due to the State's newly created Department of Early Childhood separating out several funds from the State Department of Human Services.

Moved by Commissioner Mason, seconded by Commissioner Smith to approve the Consent Agenda, as presented. Motion carried.

1. Memorandum of Understanding; Department of Early Childhood; Gunnison/Hinsdale Board of Human Services; for identification of both parties' duties and responsibilities in implementing the Colorado Child Care Assistance Program (CCCAP); 7/01/2022 – 6/30/2025, reaffirmed annually through an amendment
2. Memorandum of Understanding; Colorado Department of Human Services (CDHS); Gunnison/Hinsdale Board of Human Services; an outline of both parties' duties and responsibilities in implementing the CDHS "Works Program" Temporary Assistance to Needy Families (TANF); 7/01/2022 – 6/30/2025, reaffirmed annually through an amendment

PRESENTATION OF COLORADO DEPARTMENT OF HUMAN SERVICES AWARD: ACM Joni Reynolds stated that this outstanding achievement award from the Colorado Department of Human Services was representative of what Deputy Director for Health and Human Services Brad Wheaton, Eligibility and Economic Security Services Supervisor Brian Gage, and the rest of the human services team do.

Chairperson Houck read the award, and highlighted that, even with the extra work throughout the pandemic, the Human Services team was able to achieve a high percentage of 95% timeliness for benefit applications, and that they were still consistently hitting that benchmark. He formally thanked the team on behalf of the Board and the citizens of Gunnison County.

PROGRAM UPDATES: ACM Joni Reynolds introduced Brad Wheaton to the Board, as the new Deputy Human Services Director, and then turned the program updates over to Brad.

DD Brad Wheaton began with staffing updates: Brian Gage had been promoted to Eligibility and Economic Security Supervisor, as of June 20th; two new Eligibility Technicians – Meredith McClurkan and Ray Donheiser – would both be starting in July, and; HHS would unfortunately be losing a bilingual technician at the end of June.

Next, DD Wheaton reported on Food Assistance (SNAP), noting that families on SNAP were still receiving maximum allotments. In May 2022, Gunnison County issued \$24,361 in SNAP benefits. Further, the Gunnison Country Food Pantry were still seeing a consistent amount of people accessing food, thought there was a decrease from 2020-21 levels.

When Commissioner Smith asked if they had a sense of when the SNAP funding would be reduced, DD Wheaton replied that he expected it would probably be January 2023, stating that this would be a huge change for people's food security budget. He added that the Food Pantry might see even more people once the end of maximum benefits came; however, their team would be reviewing eligibility for benefits in advance of the expected cutoff at the first of 2023.

DD Wheaton stated that members remained "locked-in" to various Medicaid programs, with an average of 3,335 Gunnison residents accessing health insurance through Medicaid; children made up a little over 1/3 of that amount. He explained that the Eligibility staff were working overtime to handle the increased workload.

DD Wheaton also reported on the Child Support program, first giving recognition to Shelley Tucker, a CSS worker for Gunnison and Hinsdale Counties, who has been, by herself, handling approximately 200 cases in all aspects of CSS. CA Matt Hoyt added that she was also doing a great job in working with parents outside the court as well. DD Wheaton then added that Shelley had collected over \$413,000 for families in Gunnison and Hinsdale Counties, with a note that CSS enforcement actions had been suspended throughout the public health emergency, making it more difficult to collect on orders.

ACM Joni Reynolds let the Board know that they needed to procure funding for another part-time worker to assist Shelley with child support services; in fact, they were struggling with funding for a minimum amount of staffing in most of these programs. Commissioner Smith stated that she would like to meet with Joni and staff to go over what would be more appropriate for state funding in order to maintain enough staffing.

NEXT MEETING: AUGUST 16, 2022. The Board confirmed August 16, 2022 as the next meeting date for the Board of Human Services.

ADJOURN: Chairperson Houck adjourned the Gunnison/Hinsdale Board of Human Services meeting at 9:04 am.

Minutes Prepared By:

Melanie Bollig, Clerk to the Board

Minutes Approved October 18, 2022:

Jonathan Houck, Chairperson

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Intergovernmental Agreement and State

Action Requested: County Manager Signature

Parties to the Agreement: Colorado Department of Human Services Community Partnerships

Term Begins: 11/01/2022

Term Ends:

Grant Contract #:

Summary:

Gunnison Hinsdale County Board of Human Services agrees to an allocation of \$23,403 for the three-year lease cycle starting in state fiscal year 2022-23 and agrees to abide by

Fiscal Impact: 23403

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 10/6/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 10/5/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/7/2022

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 10/18/2022



**STATE OF COLORADO
 DEPARTMENT OF HUMAN SERVICES
 INTERGOVERNMENTAL AGREEMENT**

SIGNATURE AND COVER PAGES

CMS #: 179140	eClearance#: 2218304
State Agency Colorado Department of Human Services Community Partnerships	County Gunnison Hinsdale County Board of Human Services
<p>Contract Maximum Amount Initial Term Perpetual</p> <p>Maximum Amount for All Fiscal Years See Exhibit A</p>	<p>Agreement Performance Beginning Date The later of the Effective Date or November 1, 2022.</p> <p>Initial Agreement Expiration Date The oldest expiration date of both Leased Computing Asset Supplier Vendor and Leasing/Financing Vendor agreements. If either Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor agreement is in effect, this Agreement is in effect.</p> <p>The total duration of this Agreement shall be perpetual unless either Party terminates this Agreement.</p>
[This Space Intentionally Left Blank]	<p>Options</p> <p>The State shall have the following options if indicated with “Yes,” as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: N/A Option to Increase or Decrease Maximum Amount per §5.B.v: Yes</p>



Authorized State Representative	Authorized County Representative
Insert State Representative Name, Title, Department, Address, Phone, and Email	Insert County Representative Name, Title, Address, Phone, and Email

Exhibits The following Exhibits are attached and incorporated into this Agreement: Exhibit A - Statement of Work - County HP IGA
Agreement Purpose The Parties are entering into this Agreement to establish a consistent procedure to extend to Colorado counties more control over their financial budget to lease computing equipment, software, service, and accessories (Leased Computing Assets) through Colorado Department of Human Services (CDHS), the Department of Personnel and Administration (DPA), Office of Information Technology (OIT), Leasing/Finance Vendor, and/or Leased Computing Asset Supplier Vendor; and to extend more control to Colorado counties over their Leased Computing Assets. This Agreement establishes Party understanding of the processes the Parties will engage in to lease, maintain, dispose of, and buyout (own) Leased Computing Assets.

Signature Page Begins on Next Page

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK



THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p style="text-align: center;">COUNTY</p> <p style="text-align: center;">Insert County's Full Legal Name, including "Inc.", "LLC", etc...</p> <hr/> <p>By: Name & Title of Person Signing for _____ County</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director</p> <hr/> <p style="text-align: center;">By: Name & Title of Person Signing for CDHS</p> <p style="text-align: right;">Date: _____</p>
<p style="text-align: center;">2nd State or County Signature if Needed</p> <hr/> <p>By: Name & Title of Person Signing for Signatory</p> <p>Date: _____</p>	<p style="text-align: center;">LEGAL REVIEW</p> <p style="text-align: center;">Philip J. Weiser, Attorney General</p> <p>By: _____ N/A _____</p> <p style="text-align: center;">Assistant Attorney General</p> <p style="text-align: right;">Date: _____ N/A _____</p>
<p>In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p style="text-align: center;">By: _____ Andrea Eurich /Toni Williamson</p> <p style="text-align: center;">Effective Date: _____</p>	



-- Signature and Cover Pages End --

TABLE OF CONTENTS

SIGNATURE AND COVER PAGES.....1

1. PARTIES.....4

2. TERM AND EFFECTIVE DATE.....4

3. DEFINITIONS.....6

4. STATEMENT OF WORK.....11

5. PAYMENTS TO CONTRACTOR.....10

6. REPORTING-NOTIFICATION.....13

7. CONTRACTOR RECORDS.....14

8. CONFIDENTIAL INFORMATION-STATE RECORDS.....15

9. CONFLICTS OF INTEREST.....16

10. INSURANCE.....17

11. BREACH OF CONTRACT.....20

12. REMEDIES.....20

13. STATE’S RIGHT OF REMOVAL.....22

14. DISPUTE RESOLUTION.....22

15. NOTICES AND REPRESENTATIVES.....23

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION.....23

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM.....25

18. GENERAL PROVISIONS.....25

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).....30

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS.....33

1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State's Option

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

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to County as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension" or "Holdover"), regardless of whether additional Extension Terms are available or not. Any such extension shall be under the same terms and conditions of the operative Agreement including, but not limited to, prices, rates, and service delivery requirements. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Agreement.

E. Early Termination in the Public Interest

Both Parties are entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this



Agreement in whole or in part. The County may terminate this Agreement in whole and must pay its financial obligation to the State, in accordance with the Exhibits to this Agreement. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by County, which shall be governed by §12.A.i.

i. Method and Content

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

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, County shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Agreement in the public interest, the County shall pay the State the amounts established in the Exhibits of this Agreement.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. “Agreement” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the “main body” of this Agreement exclusively.

B. “Agreement Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the County under this Agreement.

C. “Allocation” means the funds the State apportions to each County that participates in the Leased Computer Asset process so Counties may acquire Leased Computing Assets through the State lease program. Counties may not exceed their apportioned amount when selecting a quantity of Leased Computer Assets.

D. “Breach of Agreement” means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory



manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against County, or the appointment of a receiver or similar officer for County or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If County is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

E. “Business Day” means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1) C.R.S.

F. “Buyout Fee” mean all amounts owed by County to a Leasing/Financing Vendor for the Leased Computing Assets for which it received a buyout agreement to buy the Leased Computer Assets. F. “Chief Procurement Officer” means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.

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

H. “Computer Lease” means the agreement entered into by State to deliver certain identified Leased Computing Assets from a Leased Computing Asset Supplier Vendor and pay a lease fee to a Leasing/Financing Vendor. Also known as the Lease Schedule.

I. “CORA” means the Colorado Open Records Act, §§24-72-200.1 et. seq., C.R.S.

J. “County Refresh” or “County Original” means one of three annual periods where Leased Computing Assets may be re-ordered. The three periods are for CMBS original Leased Computing Assets, CMBS Refresh Leased Computing Assets, and CYF Leased Computing Assets.

K. “De-installation” means sanitization/wipe of HDD, removing all Leased Computing Assets from site.

L. “Delivery” means transporting all Leased Computing Assets to designated location according to County location. Does not include - unboxing and removal of empty boxes.

M. “End of Term Extension” means the time period defined in §2.D.

N. “Effective Date” means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement. If this Agreement is for a Major Information Technology Project, as defined in



§24-37.5-102(2.6), then Effective Date of this Agreement shall be the later of the date on which this Agreement is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Agreement is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Agreement.

O. “Exhibits” means the exhibits and attachments included with this Agreement as shown on the Signature and Cover Pages for this Agreement.

P. “Extension Term” means the time period defined in §2.C. Q. “Goods” means any movable material acquired, produced, or delivered by State as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by State, or on behalf of State, in connection with the Services.

R. “Imaging” means installation of County provided hard drive image. Update Bios/firmware to current versions.

S. “Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et. seq., C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.

T. “Initial Term” means the time period defined in §2.B.

U. “Installation” means all Leased Computing Assets will be unboxed/staged, and the trash will be removed by the Leased Computing Asset Supplier Vendor or its subcontractors; and data will be migrated, ensure network connectivity, printer capability, and end-user acceptance.

V. “Lease Buyout” means for lost, stolen, broken, and retained County Leased Computing Asset, County shall obtain a buyout agreement from either the Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor which will contain identifying information for buyout device(s), such as a serial number, if applicable, and a purchase/buyout price, of which County shall pay either the Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor directly.

W. “Lease Period” means the lease period stated on the Lease Schedule, typically a three-year term.



X. “Lease Schedule” means the agreement entered into by State to deliver certain identified Leased Computing Assets from a Leased Computing Asset Supplier Vendor and pay a lease fee to a Leasing/Financing Vendor. Also known as the Computer Lease.

Y. “Leased Computing Asset” means computing equipment including but not limited to desktops, laptops, tablets; computing accessories, software, and service level agreement leased by County.

Z. “Leased Computing Asset Vendor” means the contractor engaged by State to deliver, directly or through a subcontractor, Leased Computing Assets to County. The Service Level Agreement selected by the County will dictate after-delivery-service performed by the Leased Computing Asset Vendor, or its subcontractors.

AA. “Leasing/Finance Vendor” means the contractor engaged by State to implement and operationalize the financing component of the Leased Computing Asset transaction. BB. “Option 2 County” means This option is intended for a County that does not have any information technology department or staff. The State will be responsible for infrastructure installation and support of the leased equipment in its entirety; this may include the following: servers, routers, laptops, desktops, and other hardware; and connectivity to the Colorado State Network (CSN) using leased data communications circuit(s).

BB. “Option 3 County” means This option is intended for a County that employs an Information Technology (IT) staff on-site who will perform all DHS state access duties in compliance with OIT and CDHS standards and procedures. The State recognizes that the County has made a substantial investment in significant and valuable resources that will be used for the support of this infrastructure. As such, the State agrees to cooperate with the County towards reasonable and secure use of County-created applications and services.

Under Option 3, the County may elect to designate a single point of contact for the leased infrastructure in the County, or the County may elect to designate more than one individual. The name(s) and contact information of that individual(s) will be communicated to the State and Identity & Access Management in order to ensure seamless communication. An Option 3 County, as defined, has an existing County-owned Network as its infrastructure support solution. This option provides the County with a significant amount of responsibility for the support of the installed infrastructure.

The State will only be responsible for any leased equipment including routers, computers, and connectivity to the State-Wide Area Network using the leased data communications circuit(s). The County will be responsible for the County-owned network equipment, and for managing the County Help Desk to provide support to the Core Application end-users.

CC. “Party” means the State or County, and “Parties” means both the State and County.



DD. “PCI” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.

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

FF. “PHI” means any individually identifiable health information, transmitted or maintained in electronic or any form or medium, including but not limited to demographic information,, (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

GG. “Service Level Options” means the Delivery, Imaging, Installation and/or De-installation services options available through the lease process. Each Leased Computing Asset will also select a Service Level Option when selecting which. Service Level Options are either Service Level Option 1, Service Level Option 2, or Service Level Option 3.S. “Service Level Option 1” means delivery and de-installation.

HH. “Service Level Option 2” means Delivery, Imaging, De-installation. Transporting all equipment including peripheral to designated location by County. Does not include – unboxing and removal of empty boxes. All assets will be imaged using County provided image. The Leased Computing Asset Supplier Vendor will update Bios/firmware to current. De-installation of old equipment, sanitization/wipe of HDD, removing all equipment, peripherals from site..

II. “Service Level Option 3” means Delivery, Imaging, Installation, De-installation. Transporting all equipment including peripheral to designated location by County. All Leased Computing Assets will be unboxed/staged, and the trash will be removed by the Leased Computing Asset Supplier Vendor. All assets will be imaged using County provided image. The Leased Computing Asset Supplier Vendor will update Bios/firmware to current. The Leased Computing Asset Supplier Vendor will install new equipment per process: indues – data



migration, network connectivity, printer capability, and end user acceptance. De-installation of old equipment, sanitization/wipe of HDD, removing all equipment, peripherals from site..

JJ. “Services” means the services to be performed by State as set forth in this Agreement and shall include any services to be rendered by State in connection with the Goods.

KK. “State Confidential Information” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, Educational Records, Substance Use Disorder Information, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by either Party to the other Party of this Agreement which (i) is subject to disclosure pursuant to CORA; (ii) is already known to either Party without restrictions at the time of its disclosure to either Party; (iii) is or subsequently becomes publicly available without breach of any obligation owed by either Party; (iv) is disclosed to either Party, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

LL. “State Fiscal Rules” means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

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

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

OO. “Subcontractor” means third parties, if any, engaged by either Party or Leased Computing Asset Supplier Vendor or Leasing/Finance Vendor to aid in performance of the Work.

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

QQ. “Work” means the Goods delivered and Services performed pursuant to this Agreement and Exhibits.

RR. “Work Product” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents,



text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to either Party are limited to the amounts established in the Exhibits of this Agreement.

B. Payment Procedures

i. Invoices and Payment

a. The County shall pay State in the amounts and in accordance with the Exhibits.

b. State shall initiate payment requests by invoice to the County, in a form and manner approved by the State. Invoicing is a material component of Agreement performance and corresponding Deliverables. Invoices shall be due to the County within 45 days of work performed by the State, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If State fails to timely and/or properly invoice the County, the County may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice the County is a material breach of this Agreement which would be cause for the County to refuse payment and/or terminate the contract on these grounds in whole or in part, at the County’s discretion.

c. The County shall pay each invoice within 45 days following the County’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by State and previously accepted by the County during the term that the invoice



covers. If the County determines that the amount of any invoice is not correct, then State shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to County or State established Allocation for County beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay County or to establish an Allocation for County shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of



termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

v. Option to Increase Maximum Amount

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

6. REPORTING - NOTIFICATION

A. Litigation Reporting

If County is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect County's ability to perform its obligations under this Agreement, County shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages as provided in §15.

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

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

7. CONTRACTOR RECORDS

A. Maintenance



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

B. Inspection

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

C. Monitoring

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

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

County shall keep confidential and cause all its Subcontractors to keep confidential, all State Records, unless those state Records are publicly available or subject to disclosure under CORA. County shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, required by CORA, or approved in writing by the State.



B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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



E. Data Protection and Handling

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

F. Safeguarding PII

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

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

D. County shall maintain a written conflict of interest policy. County shall provide the written conflict of interest policy to the State upon request.



10. INSURANCE

County shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance, as specified in this section, at all times during the term of this Agreement to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies as approved by the State. These insurance requirements shall not be construed as caps or limitations on liability.

A. Workers' Compensation

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

B. General Liability

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

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

C. Automobile Liability

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

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.



iii. Notwithstanding sections D(i) and (ii) above, if County has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, County shall maintain limits of not less than \$50,000.

iv. Notwithstanding sections D(i) and (ii) above, if County has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, County shall maintain limits of not less than \$100,000.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission, or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality, or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

H. Additional Insured

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

I. Primacy of Coverage



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

J. Cancellation

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

K. Subrogation Waiver

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

L. Public Entities

If County is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the "GIA"), County shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, County shall ensure that the Subcontractor always maintains, during the terms of this Agreement, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

M. Certificates

County shall provide to the State certificates evidencing County's insurance coverage required in this Agreement upon request by the State following the Effective Date. County shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement upon request by the State following the Effective Date, except that, if County's subcontract is not in effect as of the Effective Date, County shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement upon request by the State following County's execution of the subcontract. Upon request by the State County shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, County shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF CONTRACT



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

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach

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

a. Obligations and Rights

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

b. Payments



Notwithstanding anything to the contrary, the State shall only pay County for overpayment received as of the date of termination. If, after termination by the State, the State agrees that County was not in breach or that County's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Delivery of Leased Computing Asset(s)

Withhold delivery of Leased Computing Asset(s) to County until County corrects its payment to the State.

c. Deny Overpayment Reimbursement

Deny overpayment reimbursed to County, provided, that any denial of payment shall be equal to the value of the County overpayment to the State.

d. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, County shall, as approved by the State, (i) secure that right to use such Work for the State and County; (ii) replace the Work with non-infringing Work or modify the Work so that it becomes



non-infringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. County's Remedies

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

13. STATE'S RIGHT OF REMOVAL

The State shall notify County, at any time, regardless of whether County is in breach, with a recommendation to immediately remove any of County's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

14. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

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

15. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by



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

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

County assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not County is under contract with the State at the time, County shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses, and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of “works made for hire” under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. Copyrights

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

ii. Patents



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

B. Exclusive Property of the State

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

C. Exclusive Property of County

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

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

18. GENERAL PROVISIONS



A. Assignment

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

B. Subcontracts

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

C. Binding Effect

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

D. Authority

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

E. 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.

F. Counterparts

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

G. Entire Understanding



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

H. Digital Signatures

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

I. Modification

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

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

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

K. Order of Precedence

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

- i. Federal Provisions (if any).
- ii. Colorado Special Provisions in §19 of the main body of this Agreement.
- iii. HIPAA Business Associate Agreement (if any).
- iv. Information Technology Provisions Exhibit (if any).
- v. The provisions of the other sections of the main body of this Agreement.
- vi. Any other Exhibit(s) shall take precedence in alphabetical order.



L. External Terms and Conditions

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

M. Severability

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

N. Survival of Certain Agreement Terms

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

O. Taxes

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

P. Third Party Beneficiaries

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

Q. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall



any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

R. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

S. Standard and Manner of Performance

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

T. Licenses, Permits, and Other Authorizations.

County shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

U. Indemnification

i. Applicability

This entire §18.U does not apply to County if County is a "public entity" within the meaning of the GIA.

ii. General Indemnification

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

iii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by County in violation of §8 may be cause for legal action by third parties against County, the State, or their respective agents. County shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the



State in relation to any act or omission by County, or its employees, agents, assigns, or Subcontractors in violation of §8.

iv. Intellectual Property Indemnification

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

V. Other

i. Compliance with State and Federal Law, Regulations, & Executive Orders

County shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

ii. Accessibility

County shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, et seq., C.R.S. County shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.



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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold County harmless; requires the State to agree to binding arbitration; limits County's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this



provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

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

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

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. County has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of County's services and County shall not employ any person having such known interests.

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

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

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



[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] County certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., County shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to County that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. County (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and CDHS within 3 days if County has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If County participates in the Department program, County shall deliver to CDHS a written, notarized affirmation, affirming that County has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If County fails to comply with any requirement of this provision or §§8-17.5-101 et seq., C.R.S., CDHS may terminate this Agreement for breach and, if so terminated, County shall be liable for damages.

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

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

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

County represents and warrants that County, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a



“federal health care program” as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If County, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Agreement, County shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to County, the State may immediately terminate this Agreement.

B. Emergency Planning

If County provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., County shall perform the Work in accordance with the State’s Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, County shall provide a plan and reporting information to ensure compliance with the State’s Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions on Public Benefits

If applicable, County shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

D. Discrimination

County shall not:

- i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.
- ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Agreement has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

E. Criminal Background Check

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:



- i. submit to and successfully pass a criminal background check, and
- ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any County or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

F. Fraud Policy

County shall comply with the current CDHS Fraud Policy.

G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

Without any additional cost to the State, County shall collect and maintain Agreement performance data, as determined solely by the State. Upon request, County shall provide the Agreement performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

H. COVID-19 Pandemic

CDHS operates many facilities across the State and with regard to the COVID-19 Pandemic, County may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional requirements on the County. If so, County shall promptly comply upon notice.

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Exhibit A – Statement of Work

This **Exhibit A** addresses the responsibilities of the Colorado Department of Human Services (State) and Gunnison Hinsdale County Board of Human Services (“County”), in the funding of and engagement of a Leased Computing Assets Contract.

This Agreement applies to any County Leased Computing Asset Lease Schedule entered into in November 2022 and every subsequent Leased Computing Asset order, unless Agreement is terminated by either Party.

1. State Responsibilities

- a. County Leased Computing Asset Overview
 - i. State is responsible for facilitating the County Leased Computing Asset process, with County input and implementation by a Leased Computing Asset Supplier Vendor and Leasing/Financing Vendor and third-party subcontractors, for Option 2 and 3 Counties and selection and deployment of Leased Computing Assets. County will order Leased Computing Assets each year on a rotating basis for three different programs, one year for each program for a total of three one-year cycles, CBMS Original orders, CBMS refreshed orders, and Children, Youth, and Families (CYF) refreshed orders.
 - ii. State shall order Leased Computing Assets and Service Level Options on behalf of County in compliance with State configuration standards.
- b. State Notification to County
 - i. State shall provide notification to the County of Leased Computing Assets that are set to expire, no later than 30 days before expiration.
 - ii. At the same time the above 1.b.i. notification takes place, State, through its Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor, shall notify County which Leased Computing Asset (identified via serial number – and located by County, via end-user and Absolute software) shall be returned by County to Leased Computing Asset Supplier Vendor or its third-party contractor.
 - iii. In the State’s sole discretion, State shall provide County with any shared information relevant to County performance, and/or suggestions for improvement and/or expansion of this Agreement or the Leased Computing Asset Program.
- c. Communication Management
 - i. The State shall manage communication between the State, the State’s IT Service Delivery & Vendor Partner, and the Governor’s Office of Information Technology (OIT), Counties, and the Leased Computing Asset Supplier Vendor and the Leasing/Financing Vendor.
- d. Leased Computing Asset Reconciliation
 - i. The State shall facilitate the Leased Computing Asset reconciliation process for Leased Computing Assets at the end of the three-year lease cycle, to assist in returning Leased Computing Assets to the Leasing/Financing Vendor, communicating County financial obligation calculated by the



- Leasing/Financing Vendor, such as renewal lease fees for Leased Computing Assets that will continue to be used and buyout offers for lost, stolen or broken (not covered under warranty).
- ii. The State shall facilitate proper Leased Computing Asset reconciliation by offering adequate asset management resources and training in order to ensure sufficient asset management at the County.
- e. Allocation Report
 - i. The State will provide the County with monthly Allocation reports and will conduct a meeting every six months to review the Allocation balance, expenditures, and Party performance.
 - f. Absolute Software
 - i. The State shall not utilize Absolute in an attempt to locate County personnel assigned to the Leased Computing Device except in the instances of an emergency or in determining whether the Leased Computing Device is being used for purposes outside the terms of this Agreement. The State might also pull data reports from the county's Absolute console in a number of different scenarios, including but not limited to:
 - 1. If the County reports and suspects that the Leased Computing Device has either gone missing or has been stolen.
 - 2. If the County reports or suspects that the Leased Computing Device has been damaged or determined to be broken.
 - 3. If the Leased Computing Assets Supplier Vendor reports that the device is expired and has been unreturned after the County has received, accepted, and installed refreshed the Leased Computing Device.
 - ii. The State shall periodically audit random Leased Computing Assets to ensure that the Absolute software is installed, activated, and properly configured.
 - iii. The State shall utilize Absolute to audit Leased Computing Assets that are reported in use by the County after the three-year lease cycle.

2. County Responsibilities

- a. Option 2 County versus Option 3 County Responsibility
 - i. Responsibilities for the HP Computer Refresh Program differ based upon whether the County is an Option 2 or Option 3 County.
 - 1. Option 2 Counties are counties that receive 'To the Desk' support for IT infrastructure and hardware. This option is intended for a County that does not have any information technology department or staff. The State will be responsible for infrastructure installation and support of the leased equipment in its entirety; this may include the following: servers, routers, laptops, desktops, and other hardware; and connectivity to the Colorado State Network (CSN) using leased data communications circuit(s).
 - 2. Option 3 Counties are counties that receive 'To the Door' support for IT infrastructure and hardware. This option is intended for a County that employs an Information Technology (IT) staff on-site who will perform all DHS state access duties in compliance with OIT and

CDHS standards and procedures. The State will only be responsible for any leased equipment including routers, computers, and connectivity to the State-Wide Area Network using the leased data communications circuit(s).

- ii. Responsibilities for Option 2 Counties
 1. Option 2 Counties receive IT support from the State IT Service Delivery Provider & Vendor Partner for the HP Computer Refresh program, including, but not limited to,
 - a. Leased Computing Asset ordering
 - b. Providing an image to HP for imaging the County Order, including installing Absolute within the county image
 - c. Installation services for new Leased Computing Assets
 - d. Gather expired Leased Computing Assets at the end of the three-year lease cycle
 - e. Asset management for lost, stolen, or broken Leased Computing Assets, either during the three year lease cycle or at the end of the three year lease cycle, by using the HP Customer Service Portal and the Absolute Console
- iii. Responsibilities for Option 3 Counties
 1. Option 3 Counties are responsible for satisfying all responsibilities of the HP Computer Refresh program through local IT support.
- b. Acceptance and Documentation
 - i. When County accepts the delivery of Leased Computing Assets and the installation thereof, County shall provide State with County signed proof of acceptance and installation of Leased Computing Assets delivered by Leased Computing Asset Supplier Vendor or its third-party subcontractors after County:
 1. inspects Leased Computing Assets and accepts Leased Computing Assets,
 2. signs confirmation of acceptance and installation of Leased Computing Assets, and
 3. maintains a copy of the signed acceptance and installation.
 - ii. Signed documentation that County accepts the delivery of Leased Computing Asset and the installation thereof, shall contain:
 1. the Lease schedule number,
 2. the legible name and signature of the County representative who accepted the delivery of Leased Computing Assets and the installation thereof,
 3. the date of the acceptance and installation, and
 4. the County location where the Leased Computing Assets will be utilized.
- c. Absolute Software
 - i. County shall activate and use Absolute software in accordance with its licensing agreement, to document real-time Leased Computing Asset location and end-user identification throughout the Leased Computing Asset term or until County returns the Leased Computing Assets to Leased Computing

- Asset Supplier Vendor, or its third-party contractor, or County completes a Leased Computing Asset Buyout for that Leased Computing Asset; whichever is later. When the Leased Computing Assets are in the Leased Computing Asset Supplier Vendor's, or third-party contractor's possession, or cannot be located, that Leased Computing Asset will be rendered inactive via Absolute software and data will no longer be accessible by either Party.
- ii. The County will allow the State access to the County's Absolute console.
 - iii. The County shall comply with all Colorado Office of Information Technology reporting policies. These reporting policies include the following features must be turned on:
 1. Hardware
 - a. This feature includes reports and alerts on hundreds of hardware attributes.
 - b. This feature also monitors the Lease Computing Assets on leasing reports.
 - c. This feature also tracks new device activations and connection history.
 - d. This feature also leverages pre-built custom reports for Absolute.
 - e. Finally, this feature flags missing Lease Computing Assets and can alert administrators when the Lease Computing Assets reconnect to the internet.
 2. Software
 - a. This feature assesses installed software by device and population.
 - b. This feature will also report and alert on software configuration changes or policy non-compliance.
 3. Full-Disk Encryption State
 - a. This feature will report on the encryption status reporting for the Lease Computing Asset.
 4. Device Usage
 - a. This feature will assess device usage by analyzing login/unlock and device interaction events.
 - b. This feature will also report on average daily usage by device.
 5. Geolocation Tracking
 - a. This feature will track device location with 365 days of history.
 - b. This feature will also define geofences to detect unauthorized device movement.
 6. Installed Applications
 - a. This feature will assess installed software by device or population.
 - b. This feature will also report and alert on software configuration changes or policy non-compliance.
 - iv. Provide State with end usernames and location of all Leased Computing Assets upon request, at predetermined intervals, via a database shared by the Parties, via Absolute software, and/or via a spreadsheet. County shall update

changed end-user names and location via Absolute software, shared databases, and spreadsheets when reassigning Leased Computing Assets to a different end-user and/or location and/or when an end-user has a name change.

- d. Acceptance and Deinstallation Requirements
 - i. When County completes a Lease Buyout of Leased Computing Assets, County shall provide State with County signed proof of acceptance and de-installation (de-commissioning) of Leased Computing Assets signed by Leased Computing Asset Supplier Vendor or its third-party subcontractor.
 - ii. County Leased Computing Asset shall be returned to the Leased Computing Assets Supplier Vendor, or its third-party contractor, by County. The Leased Computing Assets County shall be returned 60 days after the County accepts newly installed Leased Computing Assets.
- e. Penalties
 - i. If the County does not comply with the provisions of this Agreement, the County risks State issuance of one or more of the following potential penalties.
 1. County may be disallowed from ordering future Leased Computing Assets through the State Leased Computing Asset program.
 2. County may be required to return all Leased Computing Assets.
 3. County Agreement may be terminated by the State.
 4. County Allocation may be reduced.
 5. County may be prohibited from entering into a new agreement with the State for Lease Computing Assets.
 - ii. For additional State and County remedies, see section 12.-Remedies of the Agreement.
 - iii. For additional dispute resolution options, see section 14.-Dispute Resolution of the Agreement.
 - iv. Before the State issues one or more of the above penalties, the State shall:
 1. Gather facts to determine whether the County is noncompliant and mitigating facts, and look at whether the County is making a good faith effort to comply.
 2. Issue an initial written warning that details the County noncompliance and in two weeks after the date of the warning letter, the County shall provide the State with a detailed remediation plan.
 3. If the State accepts the County's remediation plan, the County shall have 60 days to implement the remediation plan.
 4. If the State rejects the County's plan of correction, the County shall have 5 business days to correct the remediation plan. If the State rejects the County's remediation plan for a second time, the State will impose a State developed remediation plan and the County will have 45 days to implement the State remediation plan.
 5. If the State determines that either the County remediation plan or the State developed remediation plan was not implemented by County as written, or if the State determines the County is not making a good faith effort to comply, the State will use its discretion in determining whether to impose the penalties described in Section 2.,c. above.



f. Potential Expenses

- i. End of Three-Year Lease Cycle - Lease Buyout Fee. At the end of the three-year lease cycle, for all Leased Computing Assets that are not timely returned to Leased Computing Asset Supplier Vendor as stated in section 1.d., above, County shall pay Leasing/Financing Vendor the Lease Buyout fee established by the Leasing/Financing Vendor
 1. At the end of the three-year lease cycle, the County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the County damages the Leased Computing Asset in a way that is not covered by the standard Leased Computing Asset Supplier Vendor warranty and is thus unrecoverable by the Leased Computing Asset Supplier or Financial Vendor.
 2. At the end of the three-year lease cycle, the County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the County loses or is unable to recover the Leased Computing Asset and is thus unreturnable to the Leased Computing Asset Supplier or Financial Vendor.
 3. At the end of the three-year lease cycle, the County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the Leased Computing Asset is stolen and determined to be unrecoverable and is thus unreturnable to the Leased Computing Asset Supplier or Financial Vendor.
- ii. During the Three-Year Lease Cycle - Lease Buyout Fee. At any time during the Leased Computing Asset 3-year lease cycle term, County may purchase the Leased Computing Asset via Lease Buyout, at a fee established by the Leasing/Financing Vendor, for any lost, stolen, and/or broken (not covered under warranty) Leased Computing Assets, or for any Leased Computing Assets County will not be able to timely return to the Leased Computing Asset Supplier Vendor – for example, if Leased Computing Assets are on a litigation hold, or if County wants to keep a stock of extra computing equipment and accessories. County shall maintain its proof of payment for three years after payment of Lease Buyout fee and immediately provide State with proof of payment.
 1. The County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the County damages the Leased Computing Asset in a way that is not covered by the standard Leased Computing Asset Supplier Vendor warranty.
 2. The County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the

- County loses or is unable to recover the Leased Computing Asset before the end of the three year lease cycle.
3. The County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the Leased Computing Asset is stolen and determined to be unrecoverable by the end of the three year lease cycle.
- iii. Renewal Lease Fee at the End of the Three Year Lease Cycle or the County Allocation will be reduced by the renewal lease fee established by the Leasing/Financing Vendor for the term the Leased Computer Assets are kept by the County. In no event will the renewal lease fee exceed the Buyout fee. County shall maintain its proof of payment for three years after payment of Lease Buyout fee and immediately provide State with proof of payment upon payment of the buyout fee.
- g. Leased Computing Asset Management
 - i. To practice proper Leased Computing Asset management, the County shall engage in adequate asset management practices, including but not limited to:
 1. Utilizing signed Acceptance and Installation Reports that both the State and the County shall keep on file to document what Leased Computing Assets were delivered and installed at the county.
 2. Activating every Leased Computing Asset on the Absolute Console to ensure the State and County are able to geolocate and track the Lease Computing Asset.
 3. Reconciling Acceptance and Installation Reports against both State and County records and against the HP Customer Service Portal.
 4. During the three-year lease lifecycle, the County shall continuously update the Absolute console as necessary and reconcile local records against the HP Customer Service Portal to maintain an accurate record of all Leased Computing Assets.
 5. At the end of the three-year lease period, and upon receiving refreshed Leased Computing Assets, the County shall return all expired Leased Computing assets and sign the De-installation Report. The County shall keep this record on file for future reference.
 - h. Leased Computing Asset Supplier Standard Warranty
 - i. The Leased Computing Asset Supplier currently provides a number of standard warranty features for every Leased Computing Asset, including remote problem diagnoses and support, onsite hardware support, replacement parts and materials, and general service and coverage guarantees.
 - ii. The Leased Computing Asset Supplier currently provides repair and replacement for operational failure or part failure that occurs during the normal functioning of the device.
 - iii. The Leased Computing Asset Supplier currently does not provide Accidental Damage Protection for Leased Computing Assets. Accidental Damage protection is defined as operational or mechanical failure caused by an accident from handling which occurs in the course of the normal intended use of the Leased Computing Assets.



- i. Leased Computing Assets Usage
 - i. County shall ensure that Leased Computing Assets will be utilized exclusively by the program staff for which the computer devices were ordered and funded and only for activities that support that program.
- j. Support by County Personnel
 - i. County shall designate, maintain, and fund at least one County personnel as a single point of contact to fulfill the above duties in compliance with this Agreement. The percentage of time spent by County personnel on fulfilling the duties in compliance with this Agreement is at the discretion of the County.

3. County Allocation

- a. State and County will work together to establish a methodology to determine a Leased Computing Asset budget to lease Computing Assets based on a dollar amount rather than on quantity of Leased Computing Assets.
- b. The County Budget shall be based on Leased Computing Asset quantity, rather than a dollar amount, until State and County establish the above methodology to determine a budget based on a County Leased Computing Asset dollar amount.
- c. Converting County Leased Computing Asset Allocation, based on a dollar amount rather than a Leased Computing Asset quantity, does not change any terms of this Agreement or change the way County participates under this Agreement.

4. Invoices & Payment

- a. Financial obligation to State by County under this Agreement is limited to the unpaid, obligated balance of every Leased Computing Asset Buyout Estimate for County unreturned Leased Computing Assets (unreturned for any reason) issued by Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor for a Lease Schedule entered into by the State on behalf of County for Leased Computing Asset. This Agreement formalizes the existing business practice of County financial obligation to pay Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor for unreturned, broken, lost, or stolen Leased Computing Assets:
 - i. In lieu of a Lease Buyout, the Leased Computing Assets Supplier Vendor or Leasing/Financing Vendor may implement a Lease Penalty for County unreturned Leased Computing Assets to County for not timely returning expired (past lease term) Leased Computing Assets, County agrees to pay this Lease Penalty in lieu of a Lease Buyout.
 - ii. State will make all attempts to work with Leased Computing Assets Supplier Vendor and/or Leasing/Financing Vendor to agree on behalf of County to obligate County to the lesser of a Lease Buyout fee or Lease Penalty. State is not obligated to pay any portion of the Lease Buyout fee and/or Lease Penalty.
- b. If County enters into a Lease Buyout for any Leased Computing Assets, the County is obligated to pay either the Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor directly for that Lease Buyout agreement and State is no longer obligated to pay the remaining lease fee of the unused lease term or the Service Level Option assigned to that Leased Computing Assets. See sections 2.f., 2.g, and 2.h. above.
- c. State shall not pay any amount under this Agreement to County, Leased Computing Assets Supplier Vendor, or Leasing/Financing Vendor unless payment is a



- reimbursement of a County overpayment to State or a passthrough reimbursement to County received by State from Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor.
- d. County shall pay the State for County's lease or purchase of computer device lease services beyond the County's State Allocation budget, stated within this Scope of the Work. The State shall promptly pass through any County's payments to the Leasing/Financing Vendor. Except within its role as a pass through entity, the State is not liable for County's obligations incurred under this Agreement which includes this Statement of Work. The State shall provide each County an invoice at least 30 days prior to the date the payment is due to the computer device leasing vendor. The State shall ensure that any payment to the State is paid over to the Leasing/Financing Vendor prior to the date that payment is due to the Lease/Financing vendor.

Attachment 1 to the Statement of Work
Gunnison Hinsdale County Board of Human Services State Fiscal Year Allocation

Gunnison Hinsdale County Board of Human Services agrees to participate in the County Leased Computer Program under the terms set forth in this Agreement by the Colorado Department of Human Services.

Gunnison Hinsdale County Board of Human Services agrees to an allocation of \$23,403 for the three-year lease cycle starting in state fiscal year 2022-23 and agrees to abide by the terms in this Agreement, including those terms that outline County obligations if Gunnison Hinsdale County Board of Human Services orders computer devices for the totality of above state fiscal year that exceeds the dollar value of the above County state fiscal year allocation.

By: _____
Authorized County Representative

Date: _____

County Title: _____
County Name: _____

By: _____
Date: _____
Authorized County Representative

County Title: _____
County Name: _____

By: _____
Date: _____
Authorized County Representative

County Title: _____
County Name: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Program Updates: Child Care Assistance Program (C

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please look over the presentations for Child Care Assistance Program (CCAP) and Universal Pre-K - to be discussed at our Board of Human Services meeting on 10/18. Thank you!

Fiscal Impact:

Submitted by: M Bollig for M Wacker

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/14/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 10/18/2022

Colorado Child Care Assistance Program

BOCC Update 10/18/2022

Margaret Wacker

Cheryl Smejkal

CCCAP Purpose

- The Colorado Child Care Assistance Program (CCCAP) helps families that are homeless, working, searching for work or in school find low-income child care assistance. Families that are enrolled in the Colorado Works Program can also use CCCAP services.
- Promote family Self-sufficiency and educational development for children
- Child Welfare CCAP provides child care during an open child welfare case, for at least 12 months

Program Updates

- Increase of eligibility from 185% of poverty to 200% of poverty
- Provider rates increased in FY22
- Absence payments are at 7 per month for quality rated sites
- Typically CCCAP pays based on exact days attended and pays 7 absences and holidays.
- Infant Toddler age kids are now paid monthly by authorization (for example 5 days per week, by days of week authorized), rather than by daily attendance. No longer look at absences for reduced payments.

Budget Update Gunnison County

- Current FY 23 Budget
- \$209,500 – Gunnison County (of which \$22,864 = County Share)
- \$30,183.75 – Gunnison County Base Stimulus
- \$60,188 – Gunnison County Infant/Toddler Stimulus

- Total = \$299,802

Hinsdale County Budget

- Total = \$25,594 (of which \$2,343 is County Share)

Current Families/Cases Served in Gunnison and Hinsdale counties (August 2022)

- 23 Current Cases, 17 with current authorizations for child care
- 34 kids being served (15 with current authorizations)

CCCAP Waitlist

- Gunnison County recently submitted a County Plan change to the state to go off of the Freeze as of 10/10/22, but is currently still on a freeze, which means only families who qualify for TANF (Colorado Works) can be added, or families with an open Child Welfare case
- Being on the waitlist means they have completed all paperwork and eligibility for CCCAP (not just an interest list), families have taken many steps to be and stay on this waitlist
- Waitlist requires similar administration duties for continued eligibility

CCCAP Waitlist (August, 2022)

- 13 families currently on the waitlist, with 18 kids needing care
- 9 of those families have at least one risk factor: Income under 130% of poverty.
- Other risk factors include: teen mom, child in the home with additional needs, former Child Welfare case

CCCAP Waitlist

- Gunnison County has been on a freeze or waitlist for several years
- Anticipate going from freeze to a waitlist, with one or more families getting CCCAP who are on the current waitlist within the next month
- The ECC has been managing temporary tuition assistance funding for families in coordination with child care providers and CSBG



Universal Preschool Overview

OCTOBER 13, 2022

UPK Current Status

- ▶ Planning meetings have been occurring with Gunnison and Hinsdale County stakeholders to begin planning for Universal Preschool Roll out, 10/13/22 was most recent
- ▶ Community Plan is due 10/31/22
- ▶ Current Budget for Gunnison County as the “Local Coordinating Organization” (LCO) is \$64,660, contract should be signed this month
- ▶ The Parent Portal for the application is slated to open in January, 2023
- ▶ Provider rates and requirements are still unknown
- ▶ UPK will start in the 23/24 school year, fall of 2023

What is the Universal Preschool Program (UPK)?

- ▶ UPK launches in the 2023-24 school year, offering at least 10 hours of high-quality, voluntary preschool to every Colorado child in the year before they are eligible to enter kindergarten.
- ▶ Some children will qualify for additional state-funded hours based on family circumstances or qualifying factors for kindergarten readiness.

***Information on eligibility for additional hours of care will be published as it becomes available.**

Who is responsible for delivering UPK?

- ▶ UPK is housed within the new Colorado Department of Early Childhood (CDEC), along with other early childhood and family support programs.
- ▶ In order to ensure that the program is responsive to the varying needs of communities across Colorado, CDEC has appointed Local Coordinating Organizations (LCOs) to support the program at a local level.
 - ▶ The Gunnison Hinsdale Early Childhood Council is the LCO for Gunnison and Hinsdale Counties

What if families need more than ten hours of care for my child?

- ▶ Some children will qualify for additional hours of preschool under the UPK program.
 - ▶ Information on eligibility will be published as it becomes available.
- ▶ Families may also qualify for CCCAP, Head Start, or other state, federal, or locally funded child care programs.
- ▶ LCOs can help families to navigate the combination of different funding sources for a child's care.
 - ▶ Families are also welcome to work with providers to arrange additional self-funded hours as required

Which preschools are participating in Universal Preschool?

- ▶ The Colorado Universal Preschool Program (UPK) will be delivered through a mixed delivery model, meaning that families can choose to send their child to any licensed preschool, whether school-based, community-based, or home-based, that is participating in UPK.
 - ▶ The GHECC will be working with all licensed providers interested in being a UPK provider to set up a contract as a UPK provider
- ▶ When applying for UPK through the online portal, families will be able to see participating preschools in their community and indicate their preference.

How are LCOs funded for their administrative costs?

- ▶ Each LCO will receive a baseline administrative funding allocation based on the cost of hiring staff in the region and the number of eligible children expected to enroll.
- ▶ This baseline funding is designed to fund a half time employee in catchments with the smallest number of children up to two full time employees for the most populated catchments.
- ▶ In addition, LCOs can apply for additional resources to support their work via the community plan; these resources might include funding for translation services, technology, additional staffing, mileage or professional development costs.

What are LCOs responsible for when it comes to UPK?

- ▶ Assisting families in applying for UPK slots
- ▶ Matching families with appropriate providers
- ▶ Supporting a variety of providers to participate in UPK
- ▶ Equitably distributing the UPK resources available in their community.

Who is eligible for the UPK program?

- ▶ Children are eligible for UPK in the year before they become eligible for kindergarten.
 - ▶ CDEC uses a cutoff of October 1, meaning that a child who turns 4 before this date in the year they wish to enroll in preschool will be eligible for UPK.

Are UPK slots guaranteed for all eligible 4 year olds?

- ▶ While LCOs will strive to ensure that every family is served, enrollment will depend on the availability of a suitable provider to meet the child's needs, therefore slots are not guaranteed.

How will families apply for UPK for their child?

- ▶ CDEC is developing a family application portal that will allow you to express your preferences for provider type, hours and location. Families will also be able to supply the information required to check eligibility for additional hours through this portal.
- ▶ This information will be used to match families with an appropriate provider as well as to determine your child's eligibility for additional state-funded preschool hours.

Who can provide UPK?

- ▶ UPK is open to all licensed providers that meet CDEC's quality standards. This includes school-based, community-based, and family child care home providers.
- ▶ Providers will need to utilize a curriculum that meets the standards set by CDEC. A resource bank will be made available to help providers with curriculum planning and delivery

Estimation for Number of Children Eligible for UPK in Fall of 2023

- ▶ State is estimating 128 children will register for UPK in Gunnison and Hinsdale Counties

Estimated Capacity from local providers

- ▶ TOTAL: 132 with majority being at the School District Preschool (48)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Adult Protection Services (APS); Update

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see attached presentation on Adult Protective Services, to be presented 10/18 at the Board of Health Meeting

Fiscal Impact:

Submitted by: M Bollig for Elizabeth Holena

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/14/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 7

Agenda Date: 10/18/2022

Programmatic Updates

October 13th 2022

Adult Protective Services

- 53 Referrals YTD
- 2 .5FTE caseworkers
- 13 Cases YTD
- RED Teams
- Case life span
- Differential Response Pilots
- ARD Reviews
- Elder Justice Funds

Gaps/Needs

- Guardians
- Placement(900?)
- Intensive In home services
- Behavioral Health services in the home

Older Adult, Disability and Navigation Services

- Funding: Region 10, Next50, HCPF, CDHS
- 5 full and part time staffing
- Over 6000 contacts/yr
- Information, Assistance and Referrals, Options Counseling, care coordination
- Court Visitor Reports
- Contact Tracking
- Care Coordination

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

October 18, 2022
(as of 10/14/2022)

Board of County Commissioners

- BOCC BOCC Regular Meeting**
October 18, 2022, All Day @ BOCC Boardroom
[More Details](#)
- Commissioner Houck Out of Office**
October 18, 2022, All Day
[More Details](#)
- BOCC Work Session**
October 25, 2022, All Day @ BOCC Boardroom
[More Details](#)
- BOCC Regular Meeting**
November 1, 2022, All Day @ BOCC Boardroom
[More Details](#)
- Mayors & Managers Meeting - Hosted by Town of Crested Butte**
November 3, 2022, 12:00 PM - 1:30 PM
[More Details](#)
- BOCC Work Session**
November 8, 2022, All Day @ BOCC Boardroom
[More Details](#)
- BOCC Regular Meeting**
November 15, 2022, All Day @ BOCC Boardroom
[More Details](#)
- BOCC Work Session**
November 22, 2022, All Day @ BOCC Boardroom
[More Details](#)

Gunnison County Organization

- Holiday - Veterans' Day - Offices Closed**
November 11, 2022, All Day
[More Details](#)
- Holiday - Thanksgiving - Offices Closed**
November 24, 2022 - November 25, 2022
[More Details](#)

Gunnison-Hinsdale Board of Human Services

- Gunnison-Hinsdale Board of Human Services Meeting**
October 18, 2022, All Day @ BOCC Board Room
[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes: August 2, 2022 Regular Meeting

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review, a draft of the August 2, 2022 BOCC regular meeting.

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/14/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 10/18/2022

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
August 2, 2022**

The August 2, 2022 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson	Matthew Birnie, County Manager
Roland Mason, Vice-Chairperson	Melanie Bollig, Deputy County Clerk
Liz Smith, Commissioner	Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

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

FERMENTED MALT BEVERAGE; ALCOHOL BEVERAGE LICENSE #05-23848-0002; THREE RIVERS RESORT INC DBA THREE RIVERS RESORT; EFFECTIVE DATE 6/21/2022 – 6/21/2023

With no questions or concerns from the Board, it was **moved** by Commissioner Smith to approve the liquor renewal license for Three Rivers Resort Inc dba Three Rivers Resort. Commissioner Mason seconded, and the motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the meeting of the Local Liquor Licensing Authority at 8:31 am.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:31 am.

INTERGOVERNMENTAL AGREEMENT BETWEEN GUNNISON COUNTY CLERK AND RECORDER AND GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT; REGARDING CONDUCT AND ADMINISTRATION OF THE NOVEMBER 8, 2022 GENERAL ELECTION: Chairperson Houck noted that the Board had gone over this agreement in an earlier public meeting.

With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the Intergovernmental Agreement between Gunnison County Clerk and Recorder and the Gunnison River Valley Local Marketing District, regarding conduct and administration of the November 8th, 2022 General Election. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the meeting of the Gunnison River Valley Local Marketing District at 8:32 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:32 am.

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

SCHEDULING: There were no changes needed to the schedule.

Commissioner Mason noted that he would be out for the August 16th meeting, but would make sure to attend remotely as Commissioner Smith would be not be able to attend, due to a statewide opioid abatement conference.

County Manager Matthew Birnie informed the Board of requests from Arrowhead HOA to come and visit. The Board discussed with CM Birnie the various dates and times of day that would be best for them to meet, even possibly after Labor Day. CM Birnie stated that he would work on coordinating an acceptable time for all.

Chairperson Houck reminded everyone of the Mayors & Managers meeting for that week. Commissioner Smith advised that she would be going, but would need to be late, because of a meeting overlap. CM Birnie confirmed he would be attending.

Commissioner Smith asked about timing of a trip to Marble, Colorado later in the fall, with Chairperson Houck adding that this would probably be their typical overnight stay in September or October. CM Birnie confirmed that he would work with staff to get a meeting time arranged. Commissioner Mason added that it would be good to reach out to the Sheriff's Office for representation from them at the meeting as well.

MINUTES APPROVAL:

1. May 17, 2022 Regular Meeting – There were no changes needed.
2. July 26, 2022 Special Meeting – There were no changes needed.
3. July 19, 2022 Regular Meeting – Commissioner Smith asked for two changes: a) on page 2, add to the narrative on the Amendment to Consulting and Litigation Support Agreement with Cochran Fish

and Wildlife Consulting LLC – add that there would be enough planned funding for both the amendment costs and the Cheatgrass Habitat Coordinator position; and b) also on page 2, under the Opioid Settlement Intergovernmental Agreement – Commissioner Smith wished to emphasize that there will be a net benefit to the region, and not just to Gunnison County alone, as this will be a net benefit to the region with information resourcing and sharing.

Commissioner Mason **moved** to approve the May 17th, 2022 Regular Meeting minutes, the July 26th, 2022 Special Meeting minutes, and the July 19th, 2022 Regular Meeting minutes with noted additions included. Commissioner Smith seconded. Motion carried unanimously.

CONSENT AGENDA: **Moved** by Commissioner Smith, seconded by Chairperson Mason, to approve the Consent Agenda, as presented. Motion carried unanimously.

1. Colorado Department of Public Health and Environment (CDPHE) Contract Amendment #1; to reduce unintended pregnancy by insuring access to quality reproductive health services, as specified in the Statement of Work; 7/29/2022 – 6/20/2023; no cost change
2. Acknowledgement of County Manager’s signature; Colorado Department of Human Services, Diaper Distribution Program Grant Application; Gunnison County Health and Human Services; for diapering essentials and tracking distribution of supplies to eligible individuals; \$11,750
3. Trout Unlimited Letter of Support Request; Colorado River District Community Funding Partnership Program application; for diversion structures and headgates at two sites in the Upper Gunnison Basin
4. Acknowledgment of County Manager’s signature; Contractor Agreement; SGM, Inc; for South 14th Street Project engineering and design as outlined in the Scope of Work; 7/29/2022 – 12/31/2022; up to \$24,500
5. Contractor Agreement; Gunnison Valley Health; Gunnison County Sheriff’s Department; for medical services in the jail; July 1, 2022 – 12/31/2022; up to \$13,700
6. Opioid Settlement Intergovernmental Agreement; between Gunnison County and the Town of Pitkin; Establishing the manner in which funds from settlements between the State of Colorado and opioid manufacturers shall be divided and distributed locally
7. Ratification of HHS Deputy Director’s Signature; Colorado Department of Health Care Policy and Financing Contract; Gunnison County Department of Health and Human Services; for Colorado Dental Health Care Program for Low-income Seniors; 7/1/2022 – 6/30/2023; \$42,800
8. Early Milestones Colorado, Circle Grant Program Beneficiary Contract; Gunnison-Hinsdale Early Childhood Council; to improve early childhood workforce retention under the Coronavirus Response and Relief Supplemental Act (CRRSA); July 1, 2022 - June 30, 2023; \$125,000

COUNTY MANAGER’S REPORT AND PROJECT UPDATES: County Manager Matthew Birnie was present for discussion and questions from the Board.

1. Library opening celebration needs to be pushed back. CM Birnie informed the Board that the Library opening would probably need to be for a later date, due to a delay in receiving some of the shelving.
2. Sawtooth Project getting close to a final agreement with Fading West. CM Birnie stated that they should start to deliver units next spring. The methods for financing of Phases 1 and 2 were also discussed with the Board. CM Birnie noted that Fading West had been very receptive to efficiency changes requested by the County for their units, and were great to work with.
3. Airport Project update. CM Birnie noted that the airport was really starting to take shape, with pavement and solar panels now added. He further stated that the ICELab had ideas about displaying local products in the new facilities, and he and Airport Manager Rick Lampert would be touring the new facilities with a few from ICELab to see what might be possible. The types of artwork being added to the building were also discussed with the Board, noting artists from the Denver area as well as from Crested Butte. CM Birnie stated that he would be happy to share the artwork conceptals with the Board.

DEPUTY COUNTY MANAGER’S REPORT AND PROJECT UPDATES: Deputy County Manager Marlene Crosby was present in the room for discussion and questions from the Board, along with the new Assistant County Manager for Public Works, Martin Schmidt.

1. **Name Change Proposal for Gunnison Watershed Weed Commission (aka Gunnison Basin Weed Commission).** DCM Crosby noted that they had been proposing a name change for quite a while, and that this change would also bring opportunities for additional grant funding. Due to all the Intergovernmental Agreements already in place for 2022, DCM Crosby asked the Board’s permission to make the legal name change for 2023, and noted that she would be working with County Attorney Matt Hoyt to get the wording and description of the Gunnison Watershed Weed Commission correct. CA Hoyt explained that they would need to work to make sure there was no confusion as to what weeds they would be controlling. Some possible options for designations were discussed with the Board and CA Hoyt.

Chairperson Houck, with support of the other commissioners, then asked the County Attorney’s Office and the Deputy County Manager to work together on finding the best name, effective for January 1, 2023, and then have it scheduled for approval on the Board of County Commissioners’ consent agenda at their next regular meeting.

2. **Grant Opportunity; Safe Streets and Roads for All; for planning funds to improve intersections.** ACM Martin Schmidt explained this grant opportunity was for infrastructure; the

grant would fund planning only. He stated that they would be focusing on safety in intersections along the Hwy 135 corridor, part of a planning effort started over a decade earlier, and that so far they had not yet heard back from engineers with cost estimates. ACM Schmidt also noted that there was the possibility for future coordination with the City of Gunnison; combining efforts could bring the opportunity for much larger future grants.

The Board gave its support to pursue this grant; Commissioner Houck then **moved** to support the application and develop that for the Safe Streets and Roads for All, through the presentation they had that morning. Commissioner Smith seconded. Motion carried unanimously.

Commissioner Mason also stated that Region 10 was working on adding a grant writing infrastructure position to help the region work on federal grants; he informed ACM Schmidt that this might be a possible resource for the intersection project.

3. Wildlife corridor presentation follow-up. DCM Crosby wanted to clarify – as a follow-to an earlier work session presentation – that County Road 42 was not a road that the County plowed in the winter months. CM Birnie added that this topic was brought up in response to one incident involving illegal plowing. DCM Crosby stated that Public Works had closed the activity down as soon as they had found out about it.
4. Significant rockslides. DCM Crosby informed the Board that significant rockslides had occurred on the road between Crystal and Marble (below the Crystal Mill). She explained that Operations Manager Sparky Casebolt was currently over there to see if he could make an impact on the slide, and she would be getting a report from Sparky later that day.
5. Public Works is working with the Town of Crested Butte to dispose of aged solid waste materials from an old dump site there. ACM Martin Schmidt informed the Board of this collaboration and noted that they would be assessing how best to accept the material at the landfill, with DCM Crosby adding that it should be good for the landfill as a great portion should be dirt or ash.

RECESS: Chairperson Houck recessed the meeting from 9:09 am until 9:15 am, in order to hold the below Public Hearing.

PUBLIC HEARING; ALLEY VACATION REQUEST IN THE TOWNSITE OF IRWIN; ELI PARDINI

1. **Resolution: Vacating a Certain Portion of an Alley Lying Within the Townsite of Irwin, County of Gunnison, State of Colorado:**

Deputy County Manager Marlene Crosby and Assistant County Manager for Public Works Martin Schmidt were present for discussion and questions from the Board.

1. Open Public Hearing. Chairperson Houck opened the Public Hearing at 9:09 am.
2. Public Notice Confirmation. Marlene confirmed that the Public Hearing had public notices properly posted. Also, certified mail letters were sent, with one needing to be hand delivered – all within the correct timeframe.
3. Identify Ex Parte Communications. There were no ex parte communications identified by the Board.
4. Staff Presentation. DCM Crosby explained that the two street vacations are linked by a boundary line adjustment and by lot clusters. She presented to the Board for illustration of the area, an older map depicting the Irwin townsite. DCM Crosby then showed the Board and others present the historic areas of use and access, explaining that the applicant Eli Pardini proposed to vacate an alley.
5. Applicant Presentation. Eli Pardini was not present for discussion.
6. Board Questions. There were no questions from the Board. Commissioners Mason and Smith noted that it did seem to clean up and consolidate the proposed area.
7. Public Comments. Chairperson Houck opened the Public Hearing to public comment at 9:14 am. No member of the public was present for comment.
8. Acknowledge Correspondence Received. DCM Crosby and Administration Office staff confirmed that no additional correspondence had been received.
9. Applicant Response. Eli Pardini was not present for response.
10. Close Public Hearing. Chairperson Houck closed the Public Hearing at 9:15 am and immediately reconvened the Gunnison County Board of County Commissioners Meeting.

Marlene Crosby asked the Board to then make a motion regarding the corresponding resolution for vacation. Commissioner Mason **moved** to approve Resolution 2022-28, a Resolution Vacating a Certain Portion of an Alley Lying Within the Townsite of Irwin, County of Gunnison, State of Colorado, and to authorize the full Board's signatures. Commissioner Smith seconded. Motion carried unanimously.

BREAK: Chairperson Houck elected to take a break from 9:17 am to 9:20 am, in order to begin the next public hearing at its noticed time.

RECESS: Chairperson Houck recessed the meeting from 9:20 am until 9:36 am, in order to hold the below Public Hearing.

PUBLIC HEARING; STREET AND ALLEY VACATION REQUEST IN BLOCKS 4 & 5 OF THE TOWNSITE OF IRWIN; SYDNEY SCHIEREN AND ERIN OLIVER

1. **Resolution; Vacating Certain Portions of Streets and Alleys Lying Within the Townsite of Irwin, County of Gunnison, State of Colorado:**

Deputy County Manager Marlene Crosby, Assistant County Manager for Public Works Martin Schmidt, and applicant Sydney Schieren were present in the room for discussion and questions from the Board.

1. Open Public Hearing. Chairperson Houck opened the Public Hearing at 9:20 am.
2. Public Notice Confirmation. DCM Crosby confirmed that the Public Hearing had public notices properly posted.
3. Identify Ex Parte Communications. There were no ex parte communications identified by the Board.
4. Staff Presentation. DCM Crosby again showed the Board the older map of the Townsite of Irwin, and pointed out for them 9th and 10th street, and the portions of these streets and alleys which would be included in the vacations. She also stated that she had notified all the people in that area, and noted that adjacent owners were not co-applicants, which was why half of 9th street would still be open.
5. Applicant Presentation. Applicant Sydney Schieren began by stating that DCM Marlene Crosby had done a great job of summarizing the application. He went on to explain that two years ago, he had bought load claims and they had come with the lots. Now he wished to consolidate and adjust the lots to reduce confusion and have contiguous lots. He also noted that he had purchased another single lot last year which was in between the two; his goal was to clean up driveways, consolidate lots, and make one contiguous parcel.
6. Board Questions. Commissioner Mason stated that it did solve the separation of the lots. Commissioner Smith asked about the rationale of including the street into the parcel cluster. DCM Crosby answered that 9th Street is currently not built; half would still be retained for future access if needed. Chairperson Houck also noted that this did not raise any concerns for him.
7. Public Comments. Chairperson Houck opened the Public Hearing to comments at 9:31 am. No one, online or in the room, was present to make public comment.
8. Acknowledge Correspondence Received. DCM Crosby confirmed that there had been no additional written correspondence. She did note that, in hand delivering a notice, she had talked with an adjacent landowner regarding access, but in research and looking at deeds, had found there was no change in that landowner's access on 9th street because the deed was prior to the portion or 9th Street proposed to be vacated.
9. Applicant Response. Applicant Sydney Schieren had no further comments in response.
10. Close Public Hearing. Chairperson Houck closed the Public Hearing at 9:36 am and immediately reconvened the Gunnison County Board of County Commissioners Meeting.

The Board then discussed for several minutes some of Commissioner Smith's concerns about the half of 9th Street being vacated, and whether it met a public good. Commissioner Houck stated that the only time he had opposed a street vacation to half was when the other piece would go to public land. He then added that, if a future owner needs access to a parcel, this would go through another application for access at that point in the future. Commissioner Mason also stated that he did not have concerns about adding this portion of 9th Street, since the owner had the lots where 9th Street dead ends; instead, he felt this would aid in cleaning up the area, and he did not see it as a detriment to the public. CA Hoyt advised the Board that whatever decision they made could be used as precedence in later application arguments brought to the Board; however, the Board was not bound to have to follow a current decision in later applications.

After the Board had discussed several usage possibilities for the future, they decided to go ahead with approval of the vacation. Commissioner Mason **moved** to approve Resolution 2022-29, a Resolution Vacating Certain Portions of Streets and Alleys Lying Within the Townsite of Irwin, County of Gunnison, State of Colorado, and to authorize the full Board's signatures. Commissioner Houck seconded. Motion carried unanimously.

Commissioner Houck then signed the plat.

BOUNDARY LINE ADJUSTMENT; LOCATED WITHIN LOTS 13-16, BLOCK 5, TOWNSITE OF IRWIN & LAST CHANCE LODGE M.S. 4955, GUNNISON COUNTY; SYDNEY SCHIEREN AND ELI PARDINI; LUC-22-00017: Community Development Administrative Services Manager Beth Baker and applicant Sydney Schieren, were present for discussion.

ASM Beth Baker stated that the two applicants were adjacent owners and the adjustment was primarily to accommodate Mr. Pardini's driveway. She added that tax certificates indicated taxes were current, there were no liens or lenders, and the County Attorney's Office had also reviewed and approved the adjustment.

With no questions from the Board, Commissioner Smith **moved** to approve the boundary line adjustment, and to authorize the chair's signature on the plat. Commissioner Mason seconded, and the motion carried unanimously.

LOT CLUSTER; LOTS 3, 4, 5, AND 6, BLOCK 5, AND LOTS 13R AND 16R, BLOCK 5, TOWNSITE OF IRWIN; KAREN AND ELI PARDINI; LUC-22-00018: Community Development Administrative Services Manager Beth Baker was present for discussion.

ASM Beth Baker stated that now they had the street and alley vacation, the applicants needed to cluster for their septic system. She noted that all had been gone through and approved.

With no questions from the Board, Commissioner Mason **moved** to approve the lot cluster for Lots 3, 4, 5, and 6, Block 5, and Lots 13E and 16R, Block 5, Townsite of Irwin, LUC-22-00018, and to authorize the full Board's signatures. Commissioner Smith seconded. Motion carried unanimously.

LOT CLUSTER; LOTS 4-7 & LOTS 12-13, BLOCK 4, AND LOTS 14R & 15R, BLOCK 5, TOWNSITE OF IRWIN; SYDNEY SCHIEREN AND ERIN OLIVER; LUC-22-00019: Community Development Administrative Services Manager Beth Baker was present for discussion.

ASM Beth Baker stated that the lots were adjacent, and the lot cluster had been reviewed and approved by the County Attorney's Office, the taxes were current, and there were no liens or lenders.

With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the lot cluster for Lots 4-7 & Lots 12-13, Block 4, and Lots 14R & 15R, Block 5, Townsite of Irwin, LUC-22-00019, and to authorize the full Board's signatures. Motion carried unanimously.

TOWNHOME PLAT; RE-SUBDIVISION OF LOTS M1-13, M1-14 AND M1-15, BUCKHORN RANCH FILING NO. 2B, BASIN MOUNTAIN VILLAGE; LUC-22-00040: Community Development Administrative Services Manager Beth Baker was present for discussion. She noted that Attorney Daniel Spivey, representing the applicants, had been present earlier online, but was no longer there for the presentation.

ASM Beth Baker stated that everything was in order for the townhome plat; the County Attorney's Office had found it sufficient for the Board's review, taxes were current, the lien holders had reviewed it and signed the plat, and the HOA had also given approval.

With no questions from the Board, Commissioner Smith **moved** to approve the Townhome Plat Re-subdivision of Lots M1-13, M1-14 and M1-15 of Buckhorn Ranch Filing No. 2B, LUC-22-00040, and to authorize the chair's signature. Commissioner Mason seconded. Motion carried unanimously.

RE-SUBDIVISION OF LOTS 1 AND 2; WOLF CANYON SUBDIVISION; JOHNSON COLORADO TRUST; LUC-21-00067

1. **Resolution; Approving the Application for [Correction] Unclustering the Subdivision of Two Lots in Wolf Canyon Subdivision LUC-21-00067 Johnson Colorado Trust**

Community Development Senior Planner Rachel Sabato presented the details of this re-sudivision to the Board. The Board then noted that they had seen Assistant County Attorney Alex San Filippo-Rosser's comments on this item, and asked that representative for the applicant, Attorney Jacob With – who was present in the room – also come forward.

ACA San Filippo-Rosser began by stating that his understanding was that the goal of the re-sudivision was to go back to the way it was before. Attny With confirmed this. ACM San Filippo-Rosser then noted that he saw this plat as a subdivision, according to the LUR, and he had identified three components on the plat that he saw as missing. He stated that these components were noted in the packet for the Board, but added that Community Development had decided they would like to present this to the Board as is. ACM San Filippo-Rosser briefly went over his three concerns, and noted that the accompanying resolution could be referenced on the plat so that anyone could know it was available.

The Board then discussed with Community Development's Rachel Sabato, ACM Cathie Pagano, and both Attorneys San Filippo-Rosser and With, just what would be needed for adequate approval of the re-subdivision, and what would be best for future reference.

Commissioner Smith **moved** to approve the Re-Subdivision of Lots 1 and 2, Wolf Canyon Subdivision, Johnson Colorado Trust, LUC-21-00067 and authorize the chair's signature, contingent upon the addition of the three missing items that ACA Alex San Filippo-Rosser brought up, and as identified in the meeting portfolio, including: hazard warnings / disclaimers, compliance with Board resolution, and specific Board approval language regarding road maintenance and snow removal. Seconded by Commissioner Mason. Motion carried unanimously.

Commissioner Smith **moved** to approve Resolution 2022-30, a Resolution Approving the Application for the Subdivision of Two Lots in Wolf Canyon Subdivision LUC-21-00067, contingent upon the plat being amended in satisfactory condition. Seconded by Commissioner Mason. Motion carried unanimously.

Commissioner Houck then noted that once the amendments were made, because this was decided in public record and in a public place, he could then sign at a later date the amended plat and the resolution without it needing to come back for consideration again before the Board.

DEVELOPMENT IMPROVEMENT AGREEMENT (DIA) TWO-YEAR EXTENSION REQUEST; SIMCO VENTURES, LLC, RE: LUC-20-00015 DOS RIOS TOWNHOMES (THE "PROJECT"): Assistant County Manager for Community and Economic Development Cathie Pagano, and representative for the applicant, Attorney Jacob With were present for discussion.

Attorney With briefly explained that construction costs and delays on the BLM building project, also being built by the client, have made them want to hold off until they are really ready to begin this project. ACM Pagano added that the LUR allowed applicants to apply for one 2-year extension; she had reviewed the application and approved their request for the extension.

With no questions from the Board, Commissioner Smith **moved** to approve the Development Improvement Agreement two-year extension request for Simco Ventures, LLC, regarding LUC-20-00015, Dos Rios Townhomes. Seconded by Commissioner Mason. Motion carried unanimously.

APPROVAL FOR FAIRGROUND USE FEES AND POLICY UPDATES; AND

1. Resolution Update to BOCC Resolution 2022-4; A Resolution Adopting Gunnison County Policy Concerning Authority and Use of the Fred R. Field Western Heritage Center

Assistant County Manager for Operations and Sustainability John Cattles was present for discussion.

Chairperson Houck began by stating that the Board had spent time on this before in a previous work session. ACM Cattles added that this was a cleaning up process regarding serving of alcohol at events. The change would now require two approvals for this: one would be Fieldhouse Manager Melody Roper, and the other – which used to be DCM Marlene Crosby – would now be John Cattles or his designee. He also noted that they were starting a process now to begin the application process with an online form.

Commissioner Smith **moved** to approve Resolution 2022-31, an update to the BOCC Resolution 2022-4; A Resolution Adopting Gunnison County Policy Concerning Authority and Use of the Fred R. Field Western Heritage Center, and to authorize the Board's signatures. Commissioner Mason seconded. Motion carried unanimously.

CHANGE OF AGENDA: Chairperson Houck overlooked the break noted on the agenda at this point.

MEMORANDUM OF UNDERSTANDING; U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, COLORADO STATE OFFICE, AND GUNNISON COUNTY, COLORADO; FOR COOPERATIVE DEVELOPMENT OF THE BIG GAME HABITAT, MOVEMENT ROUTE AND MIGRATION CORRIDOR RESOURCE MANAGEMENT PLAN AMENDMENT: County Attorney Matt Hoyt was present in the room for discussion and any questions the Board might have. He stated that this MOU was a standard to become a cooperating agency; one request for use of Gunnison County's LUR had already be accepted by BLM. With that request accepted, CA Hoyt recommended to the Board the approval of the MOU.

After a brief discussion regarding procedures for accepting the role of a cooperating agency, it was **moved** by Commissioner Mason, seconded by Commissioner Smith, to approve the Memorandum of Understanding between the U.S. Department of the Interior, Bureau of Land Management, Colorado State Office, and Gunnison County, Colorado, for Cooperative Development of the Big Game Habitat, Movement Route and Migration Corridor Resource Management Plan Amendment, authorizing the chair's signature and designating the chair as the point of contact. Motion carried unanimously.

CHANGE OF AGENDA: Chairperson Houck elected to take a break in the meeting, which lasted from 10:13 am to 10:21.

REQUEST TO QUITCLAIM COUNTY WATER RIGHTS AND ABANDONMENT OF SUBDIVISION PLAT IN RELATION TO SNOWBOUND SUBDIVISION: Assistant County Manager for Community and Economic Development Cathie Pagano and County Attorney Matt Hoyt were present in the room for discussion and questions by the Board. Also present in the room was Attorney Kendall Burgemeister, representative for Jeffe Hall, the current owner of the entire Snowbound subdivision.

CA Hoyt gave a brief introduction of the issue and then asked Attorney Burgemeister to present an overview of the history of and options for Snowbound's Water Rights. Attny Burgemeister gave an overall history and made a request to Gunnison County to: 1) vacate Snowbound Subdivision, noting the owners were entitled to an exempt well permit of in-house use in one dwelling; 2) transfer to Jeffe Hall ownership of Snowbound water system – well, pump, water lines, etc., and 3) transfer to Jeffe Hall ownership of water rights conveyed by Richard Phillips to Marble Metro District in 1985 (referencing a reverter clause in the Water Services Agreement). In exchange, Jeffe Hall would release Gunnison County from any obligation to provide water service to Snowbound.

After a Board discussion with CA Hoyt regarding the legal perspectives of liability, and the request to quitclaim in light of land use objectives of Gunnison County, it was decided by the Board to approve the quitclaim transaction.

Commissioner Smith **moved** to authorize the County Attorney's Office to release the water rights and provide direction to staff to work with Attorney Kendall Burgemeister to develop a quitclaim deed and any other documents necessary to effectuate the transaction. Commissioner Mason seconded. Motion carried unanimously.

Chairperson Houck then stated that this would be approved to sign on an upcoming Board agenda.

REQUEST BY BOULDER COUNTY TO JOIN BRIEF of *Amici Curiae* IN THE MATTER OF *Knipp v. Try-County Health Dept., 2022CA302*: County Attorney Matt Hoyt briefly explained that this matter was on appeal, and that it addressed the authority of the County's Health and Human Services Director Joni Reynolds – as our public health officer - to order the closure of schools, and to mandate the wearing of masks. He asked the Board to join other counties by becoming a friend of the court – in doing so, to support the Try-County Health Department's defense of their public health officer's authority, and of our own public health officer's ability to address future public issues. ACM Joni Reynolds, present online via Zoom, also added her full support for joining.

After a brief discussion by the Board with CA Hoyt, regarding what a friend of the court entails and also expressing their support, Commissioner Smith **moved** to support Gunnison County joining as a friend of the court to the Brief of *Amici Curiae* IN THE MATTER OF *Knipp v. Try-County Health Dept., 2022CA302*. Commissioner Mason seconded. Motion carried unanimously.

BOARDS AND COMMISSIONS; OUT-OF-CYCLE VACANCIES FOR CONSIDERATION: Chairperson Houck noted staff was seeking guidance on vacancies and possible appointment for three Boards or Commissions. After a brief discussion, the Board gave the following direction:

1. 7th Judicial Community Corrections Board vacancy: Interview at the August 9th work session, and then appoint at the BOCC's regular meeting on August 16th.
2. Cemetery District Board vacancy: Give notice in the papers for two weeks, as well as online for an out-of-cycle appointment.
3. Weed Commission vacancy: Follow the same process for an out-of-cycle vacancy by advertising for two weeks, after which the Board will revisit the need for further advertisement.

The Board also requested to be informed of any applications and possible interview dates.

UNSCHEDULED CITIZENS:

1. Mark Schumacher, Three Rivers Resort, Almont Colorado. Mr. Schumacher, present in the room, requested a change to the minutes from July 19, 2022, regarding his portion of Unscheduled Citizens on that date. He also stated that he noticed the work session agenda for July 12th said there was no portfolio, but there was one. He stated that he had requested to meet with the County Commissioners at the May 3rd meeting to talk about House Bill 1287 and had been informed that there were no meetings after that date that fit in – but there was a work session on May 10th and the bill wasn't signed until May 26th. If there was a report given by Commissioner Smith about that bill, he stated that it was not on meeting records.

Mr. Schumacher went on to clarify his statements from the minutes for July 19th, asking for the minutes to be changed in the part that stated he had mis-spoke, as he had not. Further, he expressed several concerns regarding mobile home residents and owners of mobile home parks. Topics discussed with the Board included: State laws regarding the moving of mobile homes, Delta County Ordinance 2006-10, House Bill 1287, County Land Use Regulations, and rent control. CM Birnie stated also that staff would review the minutes record and make appropriate changes.

2. Brett Henderson, Executive Director of High Country Conservation Advocates. Mr. Henderson let the Board know that he was there to support the Draft Conservation Easement language and extinguishment document for Red Lady mining and development. He wanted to bring to the Board's attention the issue of the Forest Service not offering a public comment opportunity, as required by statute, and then encouraged the Board to send a letter to the Forest Service requesting the official comment period as part of the process.

COMMISSIONER ITEMS:

Commissioner Mason

1. Region 10 update. Commissioner Mason let the Board know that he was no longer the chair for the Region 10 board. He then listed several other updates for Region 10, including: Region 10 was looking at hiring someone who would write grants for the region; the Gunnison satellite office small business development center, located at 109 E Georgia in Gunnison, would be opening on September 13th, and; Region 10's 50-year anniversary was coming up on September 29th, with a celebration to be held in Montrose.
2. Gunnison Valley Regional Housing Authority update. Commissioner Mason informed the Board that they had received four applicants for the Executive Director position at GVRHA, and the Board would be meeting next Friday to go over those applications. He noted August 24-25 as tentative dates for the finalists to come to Gunnison for panel reviews with the County Manager, Community Development, and possibly with other housing authority partners as well.

Commissioner Smith

1. Fly-over of the Crystal River headwaters area. Commissioner Smith reported that she and Commissioner Mason had the opportunity to see where the upper Crystal River flows into Carbondale, during part of the Wild & Scenic designation process. She added that it had been very instructive to see it from the air.
2. Attended a Colorado State University – 4H extension meeting. Commissioner Smith reported that they took a look during the meeting at what works for the local area, so that CSU extension can better meet its needs. Also, she noted that they were interested in looking at the cheatgrass coordinator position and the results of hiring a coordinator, with the option of seeing if this might be a future possibility for partnerships in other state locales.
3. Attended a Colorado Counties Inc (CCI) Bylaws Committee meeting. Commissioner Smith informed the Board that discussions were centered on current contentious legislation. Suggestions also were made regarding changing terms of the steering committee leadership appointments from two years to one instead.
4. Attended an intake session with Housing Leadership Lab, offered through the non-profit organization Local Progress. Commissioner Smith stated that this the group would be providing technical support and legal policy analysis for local housing issues and mobile home park policy. She let the other commissioners know that she would be following up with City of Gunnison Mayor Diego Plata to see how the city and county can work together to strengthen protections locally. She further noted that another topic to explore would be short-term rental policies.

- 5. Hiring committee for the cheatgrass and habitat coordinator position is getting close to extending an offer. Commissioner Smith stated that they had many well-qualified applicants for this position, and should hopefully have more to report at the next regular meeting.

Commissioner Houck

- 1. Attended a BLM open house last week regarding the Gunnison Sage-grouse RMP revisions. Commissioner Houck informed the Board that Jim Cochran and CA Matt Hoyt would be working with him on initial comments from the County for scoping. He also planned to meet with BOCC chairperson for Dolores County, Julie Kibel, to develop input for the RMP from the County Coalition.
- 2. Grand Mesa – Uncompahgre – Gunnison (GMUG) Forest Plan revision. Commissioner Houck reported that the revision plan was currently "in the shop." He noted that he would be meeting shortly with Chad Stewart, the FS supervisor for the GMUG revisions, and Commissioner Houck was very interested in seeing how much of the input from the counties who participated as cooperating agencies would now be incorporated into the latest draft.
- 3. CORE Act update. Commissioner Act stated that the CORE Act had gone to the Senate, and after a natural resources hearing, had fallen to a 10-10 party line vote. He outlined the possibilities for it going through the Senate in order for the President to sign, but noted that Senator Bennet’s office did not see any of these possibilities happening. Individual commissioners from the area counties sent a letter to Senator Bennet’s office offering further suggestions for those elements of the CORE Act that could be enacted even if the CORE Act is not voted on. They were now waiting for a response back from Senator Bennet’s office.
- 4. Future updates to come. Commissioner Houck listed the GORP Act, work on the RMP’s for Gunnison Sage-grouse and the wildlife corridor as being ongoing projects he would continue to bring updates to the Board on, as things develop.

RECESS: Chairperson Houck recessed the regular meeting at 11:26 am, in order to go into an executive session.

EXECUTIVE SESSION, PURSUANT TO C.R.S. 24-6-402(4)(E)(I), FOR DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS RELATED TO THE MT. EMMONS/RED LADY MINE, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND INSTRUCTING NEGOTIATORS, AND PURSUANT TO C.R.S. 24-6-402(4)(B) CONFERENCES WITH THE COUNTY ATTORNEY OR DEPUTY COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO THE MT. EMMONS/RED LADY MINE:

Chairperson Houck **moved** to go into Executive Session pursuant to Colorado Revised Statute § 24-6-402 (4)(e)(I), for determining positions relative to matters that may be subject to negotiations related to the Mt. Emmons/Red Lady mine, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. 24-6-402(4)(b) conferences with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice related to the Mt. Emmons/Red Lady mine. The participants in the Executive Session would be Commissioner Houck, Commissioner Mason, Commissioner Smith, County Manager Matthew Birnie, Assistant County Manager for Community and Economic Development Cathie Pagano, and County Attorney Matthew Hoyt. Because any discussion in the executive session would be protected by attorney-client privilege, no contemporaneous record of the meeting would be kept. Commissioner Mason seconded the motion, and the motion carried unanimously.

The Board went into executive session at 11:27 am. The executive session was held in the BOCC Boardroom, and no contemporaneous records were kept. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S, §24-6-402(4). This specific session was conducted as per §24-6-402 (e)(I) and §24-6-402 (4)(b) .*

Attorney Statement Regarding Executive Session

Pursuant to C.R.S. 24-6-402(4), I attest that I am the Gunnison County Attorney, that I represent the Gunnison County Board of County Commissioners, that I attended all of the above referenced executive session, that all of the executive session was confined to the topic authorized for discussion pursuant to C.R.S. § 24-6-402(4)(e)(I) and C.R.S. § 24-6-402(4)(b) and that, because in my opinion all of the discussion during the executive session constituted a privileged attorney-client communication, no record of the executive session was required to be kept and no such record was kept.

Date: _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

At 12:22 am, it was **moved** by Chairperson Houck to come out of executive session, affirming that the participants in the executive session remained consistent with those read into the record, and that they did stay on topic, receiving input from the County Attorney on the issue. Commissioner Smith seconded the motion. Motion carried unanimously.

Chairperson Houck then asked Commissioner Mason to give a statement on behalf of the Board, which expressed the Board’s position on the process and where they were at today.

Commissioner Mason then stated that this was a very positive step in the process to advance what our community has asked for in the last 40-45 years. He then read into the record, “The BOCC finds that the draft conservation easement and extinguishing agreement furthers the objectives of the County and the Town under the 2016 and 2021 MOU’s, to the extent that they prevent mining and development and grant the Town and County the rights to enforce such restrictions, and recognizes the Town’s and County’s regulatory authority over the following properties.”

Commissioner Mason added that those were the main objectives that they had set out with, and he felt that this furthered them down the road - there were definitely steps that they would need to take in the future to get there, but he felt that this was a really good start. He further noted that this would work well with the land exchange that will moving forward, recognizing that the exchange would also be a big part of this process.

Commissioner Houck concluded by saying that what they heard today was making good progress in coming to a conclusion agreeable to all the parties involved. On behalf or the Board, he thanked everyone involved in the process. Commissioner Smith reiterated the thanks as well.

ADJOURN: Chairperson Houck the Gunnison County Board of County Commissioners Regular Meeting at 12:27 pm.

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson

Liz Smith, Commissioner

Minutes Prepared By:

Melanie Bollig, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 2022-28**

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

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

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

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

A portion of the alley in Block 5 of the Townsite of Irwin, Gunnison County, Colorado, being more particularly described as follows: The alley between Lots 3, 4, 5 & 6 AND Lots 13-R and 16-R, Block 4 of the Pardini/Schieren Oliver Boundary Line Adjustment, Townsite of Irwin, County of Gunnison, State of Colorado; and

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

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

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

WHEREAS, the Pardini/Schieren Oliver Boundary Line Adjustment Agreement; LUC 22-00017 and Lot Cluster Agreement and Declaration; LUC-22-00018 for Eli Pardini at Lots 3, 4, 5 & 6 AND Lots 13-R and 16-R, Block 4, Townsite of Irwin was approved by the Board August 2nd, 2022; and

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

A portion of the alley in Block 5 of the Townsite of Irwin, Gunnison County, Colorado, being more particularly described as follows: The alley between Lots 3, 4, 5 & 6 AND Lots 13-R and 16-R, Block 4 of the Pardini/Schieren Oliver Boundary Line Adjustment, Townsite of Irwin, County of Gunnison, State of Colorado; and

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

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

1. Boundary Line Adjustment;
2. Lot Cluster;
3. This Resolution.

INTRODUCED by Commissioner Mason, seconded by Commissioner Smith, and adopted this 2nd day of August, 2022.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – yes

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 2022-29**

**A RESOLUTION VACATING CERTAIN PORTIONS OF STREETS AND ALLEYS LYING WITHIN
THE TOWNSITE OF IRWIN, COUNTY OF GUNNISON, STATE OF COLORADO**

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

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

WHEREAS, the Board has received a request to vacate certain portions of streets and alleys lying within the Townsite of Irwin, County of Gunnison, State of Colorado described as follows:

Portions of 9th Street, 10th Street and the alley in Block 4 of the Townsite of Irwin, County of Gunnison, State of Colorado, being more particularly described as follows:

The northeasterly half of 9th Street, adjacent to Lots 12 and 13, Block 4; The alley between Lots 6, 7, 12 and 13, Block 4; The northeasterly half of the alley adjacent to Lots 4 and 5, Block 4; The southwesterly half of 10th Street adjacent to Lots 4, 5, 6, and 7, Block 4; The northeasterly half of 10th Street adjacent to Lots 14-R and 15-R of the Pardini/Schieren-Oliver Boundary Line Adjustment; and

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

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

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

WHEREAS, the Pardini/Schieren Oliver Boundary Line Adjustment Agreement; LUC 22-00017 and Lot Cluster Agreement and Declaration; LUC-22-00019 for Sydney Schieren & Erin Oliver at Lots 4, 5, 6, 7, 12, 13 AND Lots 14-R and 15-R, Block 4, Townsite of Irwin was approved by the Board August 2nd, 2022; and

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

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

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

1. Boundary Line Adjustment;
2. Lot Cluster;
3. This Resolution.

INTRODUCED by Commissioner Mason, seconded by Commissioner Houck, and adopted this 2nd day of August, 2022.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – yes

[TO BE RECORDED WHEN THE APPLICATION IS COMPLETED]

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 2022-30**

A RESOLUTION APPROVING THE APPLICATION FOR THE SUBDIVISION OF TWO LOTS IN WOLF CANYON SUBDIVISION
LUC-21-00067
JOHNSON COLORADO TRUST

WHEREAS, the Johnson Colorado Trust, proposes to subdivide a parcel that was originally approved as two separate lots in Wolf Canyon Subdivision. A lot cluster was approved in 2019. The applicant has applied to subdivide the clustered parcel.

The subject parcel is legally described as Lots 1 and 2, Wolf Canyon Subdivision, 588 Wolf Canyon Drive, Tincup Area; and

WHEREAS, a joint public hearing was conducted by the Planning Commission and the Board of County Commissioners on June 16, 2022; and

WHEREAS, after a review of the application and all information, documentation and testimony related to it, the Gunnison County Planning Commission did, at its regular meeting on June 16, 2022 forward to the Board of County Commissioners a recommendation of approval of the application with the following Findings and Conditions:

FINDINGS

1. This project is classified as a Minor Impact.
2. This application is consistent with the standards and requirements of this Resolution.
3. This proposal will return lots 1 & 2 to the originally approved Wolf Canyon subdivision plat.
4. A residence is currently under construction on lot 1, BP-20-00216, and complies with Gunnison County setback requirements.
5. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

CONDITIONS

1. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the Gunnison County Land Use Resolution.
2. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.
3. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
4. The wildlife recommendations per the letter from Philip Gurule, Colorado Parks and Wildlife District Wildlife Manager, dated March 20, 2022 shall be met.
5. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.
6. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that Land Use Change Permit No. LUC-21-00067, is approved as a Minor Impact Project, subject to each and all Findings and Conditions identified above.

THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – yes

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 2022-31**

**A RESOLUTION ADOPTING GUNNISON COUNTY POLICY CONCERNING
AUTHORITY AND USE OF THE FRED R. FIELD WESTERN HERITAGE CENTER**

WHEREAS, in 2022, Gunnison County adopted Policy No. 5.2.4, a Policy Concerning Authority and Use of the Fred R. Field Western Heritage Center, to reflect Gunnison County’s current practices and fees;

WHEREAS, staff and organizational changes necessitate changes to the approval processes and designated staff reviewers for events which will serve and/or sell alcohol at the site.

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado has determined that no other changes to Policy No. 5.2.4 are necessary or warranted at this time;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the attached *Policy Concerning Authority and Use of the Fred R. Field Western Heritage Center* (Policy No. 5.2.4) (Exhibit A) is hereby adopted. Such policy shall remain in effect until modified or rescinded by future resolution of this Board.

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted this 2nd day of August, 2022.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – yes



Policy Name:	Authority and Use of the Fred R. Field Western Heritage Center		Policy Number:	5.2.4
Approval Authority:	Gunnison County Board of County Commissioners		Adoption Document	Resolution #
Date of Initial Adoption:	11/5/2019	Effective Date:	8/1/22	Policy Custodian: Fairgrounds Manager
Last Review / Revision Date:	N/A	Review Frequency:	Every one (1) year.	Next Review Due: 8/1/2023

PURPOSE

The Board of County Commissioners of Gunnison County (the “Board”) owns and oversees the buildings, improvements, maintenance and use of the Fred R. Field Western Heritage Center (the “Center”). Pursuant to Colorado Revised Statutes, 18-9-117(b), the Board also has the power to control, manage and supervise the buildings and property, and to adopt such orders, rules or regulations as are reasonably necessary for the administration, protection and maintenance of such buildings and property.

The Center has several indoor and outdoor areas that can be made available by the Board for public use. Such use incurs costs related to maintenance, improvements, security and management. Usage fees are charged to offset a portion of those costs.

SCOPE

This policy applies to all users of the Fred R. Field Western Heritage Center.

DEFINITIONS

- Fred R. Field Western Heritage Center: Any and all structures and grounds located at 275 S. Spruce Street, Gunnison, CO 81230.
- Smoking: The act of releasing particles into the air from the use of pipes, cigars, cigarettes and/or electronic smoking devices.

POLICY STATEMENTS

Gunnison County reserves the right to control and manage the present and future usage of the facility and to enforce all necessary and proper rules and for its authorized representatives and employees to enforce rules and regulations, maintenance, inspection and repair of the facility. Gunnison County reserves the right, but not the duty, through its duly appointed representative to eject any person(s) from the Center's premises for violation of these rules or of any law or ordinance.

Scheduling.

Indoor and outdoor areas and meeting rooms at the Center may be scheduled for use by contacting Center staff directly at (970) 641-8561. Scheduling will be done on a first-come, first-served basis.

Use:

1. All users will be required to sign a user's contract (see attached) prior to Center use.
2. The Center will be used in a safe and careful manner. Users will comply with all applicable municipal, County, State and Federal laws, rules and regulations as may be in force and effect during their scheduled event.
3. Users must obtain all required permits and licenses, including those required by the City of Gunnison, Gunnison County, State and/or Federal government for the scheduled usage. All taxes must be paid promptly according to the nature of the usage.
4. Users are responsible for clean-up of utilized spaces and parking areas. The person signing the contract will be individually responsible for any damages to the building or for any fees charged for clean-up.
5. Unless otherwise arranged in advance, users will be responsible for setting up and taking down chairs and tables.
6. Any special equipment requirements must be stated on the contract.
7. Gunnison County will not be responsible for losses due to theft, fire or vandalism during contracted use of the Center. Any special equipment furnished by the user will be the responsibility of the user.
8. Nails or other objects will not be placed in any of the Center's walls. Masking tape or painter's tape may be used on walls.
9. Smoking (see definition) is not allowed within 30 feet of any Center building.
10. All animals, domestic or otherwise, are restricted to the outdoor arena and pavilion, stalls, pens and trailers when not physically being moved from one location to another by a qualified animal handler. No animals will be allowed in Center facilities or on Center grounds, unless specifically allowed by Gunnison County Policy #5.2.3.
11. Only designated Center staff and other staff-trained persons may operate the PA systems.
12. Parking shall be in designated areas only. Users are responsible for parking control and ensuring that fire lanes and access lanes are kept clear of obstruction.
13. General Center hours are from 7:00 am to 11:00 pm. Exceptions may be granted with prior approval from the Fairgrounds Manager. Use lasting later than 11:00 pm will result in an additional charge of \$25 per night.
14. If any event will require extra costs (such as increased staffing, insurance, etc.), the Fairgrounds Manager will charge the user for the anticipated costs related to the event in advance.
15. Gunnison County is not responsible for providing AV equipment unless agreed to in the use contract. Gunnison County is not responsible for providing technical assistance.
16. It is the responsibility of the user to make arrangements to pick up and return any and all building/room keys. Lost keys will result in a fine of \$100, per key, and possible loss of the privilege to use the Center.
17. Users must be respectful of users in other rooms at the Center, including maintaining appropriate noise levels and not allowing children/youth to roam around the Center.

Equine Activity Sponsor and/or Equine Professional and/or Other Non-Commercial Activity Sponsors:

Equine activity sponsors and/or equine professionals, as defined by C.R.S. 13-21-119 and may be amended, are not obligated to obtain insurance covering injury to spectators at equine activities as a condition of Center use.

A sponsor of an activity at the Center that does not charge an admission to such activity is not obligated to obtain insurance covering injury to spectators at such non-commercial activity as a condition of Center use.

This policy shall not be construed to be a waiver of limits of or exemptions from liability by the Board of County Commissioners, including its elected or appointed officers, employees or agents, under C.R.S. 13-21-119 and/or C.R.S. 24-10-101 et seq.

This policy is not and shall not be construed to be an acceptance, either partially or wholly, by the Board of County Commissioners, and/or its elected or appointed officers, employees and agents, of any

risk or liability of any equine activity sponsor, equine professional, sponsor of non-commercial activity or spectator at the Center.

This policy is not and shall not be construed to be advice or counsel, legal or otherwise, to equine activity sponsors or equine professionals or sponsors of non-commercial activity who may use the Center whether to obtain insurance for spectators of equine activities or non-commercial activities.

The Center will post and maintain signage containing the warning language specifically required by and in the manner outlined by C.R.S. 13-21-119, as it may be amended.

Fees:

The fees below will be charged and collected by Center staff for use of the Center, and fees must be paid in advance of the scheduled use. Stated fees are for daily use unless otherwise stated, and fees will not be prorated for portions of a day. No fee listed below may be reduced or waived without pre-approval from the Board. However, if time constraints are an issue, such pre-approval may be provided by the County Manager so long as that decision is acknowledged by the Board during the next available regular meeting. Use of the Center for official County and 4H activities will not incur fees.

Area/Room	Description	Daily Fee (unless noted)	Additional Information
McDonough Room	Small conference room downstairs, 24' x 24', seats 35.	\$33	Reservations may be made no more than 30 days prior to use. Users are responsible for arranging the room for use and leaving the room as they found it.
Hartman Room	Upstairs conference room, 34' x 57', seats 50.	\$70	Food and drink are not allowed in this carpeted area.
Van Tuyl Room	Concrete-floored multipurpose room, 50' x 80', seats 220.	\$85 for up to 150 people. \$116 for up 151-220 people.	
Esty Room	Rubber-floored multipurpose room, 125' x 80', seats 400.	\$74 for up to 40 people. \$158 for 51-150 people. \$200 for 151-400 people.	
Kitchen	Refrigerator, sinks, sanitizer, ice-maker, two ovens, four-burner stove, commercial microwave oven, and food preparation surfaces.	\$40	
Outside Arena and Pavilion		\$110 (arena will be watered before event and worked with drag each morning), plus \$50 for midday working and \$46/hour if tractor and driver are requested to be available for dragging between barrel racers.	Use for clinics, horse shows, circuses, lessons, and motor sports.
		\$1,000	Mud races
		\$1,200 per Season	Use by local team-roping and barrel-racing clubs that use the Center for weekly events from May through September annually.
Arena Only		\$25 annually	Use by individuals.
Pavilion Only	50' x 80'	\$50	
Vehicle Parking Only	Approximately 10 acres.	\$25 per vehicle if camping with access to electric; \$30 per vehicle if camping with access to water and electric; there is no charge for dry camping if meeting space, pavilion and/or arena are rented concurrently.	RV conventions and Jeep Jamborees. Groups must provide additional dumpsters and portable toilets.

Covered Stalls & Outside Pens	Stalls hold one animal, pens hold more than one animal.	\$20 per stall or pen	Stalls are to be left clean. Locations are identified in each barn for manure and shavings.
Alcohol	Serving and/or selling alcohol anywhere on Center property.	\$90	Users provide their own alcohol. Serving and/or selling alcohol at the Center requires prior approval. See below for more information.
Dance Floor	Up to 450 square feet.	\$100	
Portable Stage	Up to six sections (each are 4' x 8') are available for various configurations.	\$10	
LCD Projector		\$10	
Sound Equipment	Amplifier, speakers, corded/wireless mics.	\$10	
Podium	Standing and table-top options.	\$4	

Serving Alcohol:

Alcoholic beverages may be served, but NOT SOLD, at the Center, with prior approval by the Fairgrounds Manager and the Assistant County Manager for Operations and Sustainability or their delegate, when the Center is rented for a private function and the event is by invitation only. If there is any doubt as to whether your function is considered private, please call the City Clerk’s Office at 970-641-8080. A request for approval may be placed through an online form at gunnisoncounty.org/FairgroundsPermit or by mailing to 275 S. Spruce Street, Gunnison, CO 81230. Gunnison County reserves the right to approve, deny or place conditions on any request to serve alcoholic beverages at the facility. The request must include the following information or it will not be processed:

- Name of Person/Organization renting the facility
- Address of contact person responsible for ensuring compliance with the conditions imposed
- Phone number (if available) of contact person
- Date of the Event
- Time of the Event
- Type of Event (wedding reception, birthday party, etc.)

Selling Alcohol:

Alcoholic beverages MAY BE SOLD, at the Center when the Center is rented for a public or private function but only after the following steps have been completed and the event is approved by the Fairgrounds Manager and the Assistant County Manager for Operations and Sustainability or their delegate:

1. A written request describing the event must be submitted for approval prior to applying for a liquor license or special events permit. The written request may be placed through an online form at gunnisoncounty.org/FairgroundsPermit or by mailing to 275 S. Spruce Street, Gunnison, CO 81230. Gunnison County reserves the right to approve, deny or place conditions on any request to sell alcoholic beverages at the facility. The request must include the following information or it will not be processed:
 - Name of Person/Organization renting the facility
 - Address of contact person responsible for ensuring compliance with the conditions imposed
 - Phone number (if available) of contact person
 - Date of the Event
 - Time of the Event
 - Type of Event (wedding reception, birthday party, etc.)
2. Obtain a permit from the City of Gunnison in compliance with the Special Events Liquor Permit application that must be submitted to the City of Gunnison no later than 30 (thirty) days prior to the event.
3. Obtain a permit from the State of Colorado for a Special Events Liquor License.
4. Submit Liquor License and City Special Events Liquor Permits to the Fairgrounds Manager.

COMPLIANCE

This policy shall be complied with in all respects. Revisions to this policy may occur. However, when deemed necessary in order to fully protect the County’s interests, the interest of the public, and to more fully protect the safety of the public, including employees governed by this policy, this policy may be changed without notice.

APPLICABLE LEGISLATION AND/OR RELATED REGULATIONS, POLICIES AND FORMS

1. C.R.S. 13-21-119. Equine activities – llama activities – legislative declaration – exemption from civil liability.
2. C.R.S. 18-9-117. Unlawful conduct on public property.

3. C.R.S. 24-10-101, et seq. Governmental immunity.
4. Gunnison County Policy #5.2.3. Allowances, Restrictions and Responsibilities Regarding Animals in County Facilities and on County Grounds.

All policies are subject to amendment. Refer to the Gunnison County website (www.GunnisonCounty.org/Policies) for the official, most recent version of any policy adopted by the Gunnison County Board of County Commissioners.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Commercial Lease Agreement; Quartz Creek Improve

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Quartz Creek Improvement Association

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This lease is for a community gathering space with no plumbing in Ohio City. This group uses it less than a dozen times a year. In lieu of rent they: 1) full, complete and unrestricted use of wireless internet capability and facilities for the officials, staff, agents and employees of County; 2) maintenance

Fiscal Impact: 0

Submitted by: Martin Schmidt

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/26/2022

County Attorney Review:

Required

Not Required

Comments:

Insurance certificate provided by tenant does not meet CAO-preferred insurance limits. Not per se legal impediment to contract, however. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/28/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/30/2022

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 10/18/2022

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is dated as of this ____ day of _____, 2022 ("Effective Date") by and between the **BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO**, a political subdivision of the State of Colorado ("County") and the Quartz Creek Improvement Association, a Colorado nonprofit corporation, Debra Dykes, President, whose address is 115 Miners Avenue, Ohio City, Colorado 81237 ("Tenant").

RECITALS

- A. County owns the real property known as the Ohio City Town Hall ("Building") located at 8503 County Road 76, Ohio City, Colorado 81237, County of Gunnison, State of Colorado. Tenant desires to lease the entire building ("Property" or "Leased Premises").
- B. Tenant desires to lease the Leased Premises from County for community social events and fundraisers for valley projects, and in accordance with the terms and provisions of this Lease.

AGREEMENT

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

ARTICLE I. THE LEASED PREMISES

Section 1.01 Leased Premises. County leases to Tenant the Property and Tenant leases from County the Property, upon the terms and provisions of this Lease. Tenant desires to lease the entire building from County for community social events and fundraisers for valley projects.

Section 1.02 Use by Quartz Creek Improvement Association. At the sole discretion of County, Tenant may, on behalf of the Quartz Creek Improvement Association, use the Property for limited purpose of community social events and fundraisers for valley projects.

Section 1.03 Fixtures, Furniture and Equipment. Except as provided in Section 1.04, and as part of the Leased Premises, the Property includes any fixtures, furniture and equipment in place as of the date of this Lease. Subject to prior written approval by County, Tenant may purchase and install additional fixtures, furniture and equipment within the Leased Premises of which it has exclusive use. Any such purchase and installation shall be at Tenant's own expense. County and Tenant shall jointly verify the existing fixtures, furniture and equipment in place as of the date of this Lease as well as catalog any Tenant-provided fixtures, furniture and equipment.

Section 1.04 Storage. Tenant may store equipment and materials on the porch so long as County determines, in its sole discretion, that such storage is maintained in an orderly fashion and does not block or impede access into or out of the Building or the Leased Property.

Section 1.05 Condition of Leased Premises. Tenant has had an opportunity to inspect and measure the Leased Premises and acknowledges that it is fit for Tenant's use and enjoyment. The taking of possession of the Leased Premises shall be deemed an acceptance of the same by Tenant in its "AS IS" condition without any obligation whatsoever on the part of County to repair, remodel, reconstruct or modify the Leased Premises for Tenant.

Section 1.06 Permitted Use; Reporting. Tenant shall use the Leased Premises solely for the purpose(s) described above at B of the Recitals and in Sections 1.01 and 1.02, as approved by County and other related business purposes. No other use shall be permitted without County's prior written consent. Tenant shall conduct its uses of the Property in an orderly, professional and workmanlike manner. Tenant shall provide to County at least quarterly, on the first day of each calendar quarter, a report of planned uses and events at the Leased Property for the coming quarter. The Tenant agrees to secure all necessary licenses, permits and other approval required by Gunnison County, the State of Colorado, or the United States of America that may be necessary or associated with Tenant's use of the Leased Property.

Section 1.07 No Hazardous Use, Nuisance or Waste Permitted on Leased Premises. Tenant shall not use or permit the Leased Premises to be used for any business or purpose deemed by County to be hazardous, or in any manner as to constitute a violation of any federal, state, county, and local laws, rules, regulations, requirements or orders of any lawful governmental or public authority relating to the Leased Premises. Tenant covenants and agrees at its sole cost and expense to fully and promptly comply with all such laws, regulations, ordinances and every order or regulation enacted by such authorities, including but not limited to, the United States, County of Gunnison, and the State of Colorado. Tenant agrees that it shall not permit any noxious or offensive activity on the Leased Premises or allow any nuisance to exist on the Leased Premises which may cause disturbance to others on adjacent or nearby property. Further, Tenant agrees that nothing shall be done or kept on the Leased Premises which might impair the value of the Leased Premises or which would constitute waste.

Section 1.08 No Smoking, Vaping and E-Cigarettes. Smoking, vaping and the use of e-cigarettes is not permitted on the Leased Premises or in any County building. Tenant may, at Tenant's discretion, permit its employees and invitees to smoke, vape or use e-cigarettes outside of the Leased Premises; provided, however, that such activities must occur at a distance of at least twenty-five (25) feet from any entrance. Smoking, vaping and e-cigarette use is not permitted in any location where prohibited by law. Tenant shall remove all smoking, vaping and e-cigarette debris (including wrappers, butts, matches and cartridges) from the Leased Premises at least twice per week. If this task is not

performed to the satisfaction of County, County may remove such debris and charge the cost of removal to Tenant.

Section 1.09 Automobiles; Parking. Tenant represents and warrants to County that it shall not use motor vehicles in relation to the Leased Premises, or in relation to its rights or obligations under this Lease.

Section 1.10 Alcohol. Tenant may **not** serve or provide alcohol to invitees to any events held in the Leased Premises.

ARTICLE II. TERM

Section 2.01 Term. The term of this Lease shall be a period of one (1) year (the “Term”), commencing on _____, 2022 (the “Commencement Date”) and shall be automatically renewable for a period of one year on the anniversary of the Term starting in 2023 unless terminated earlier in accordance with the terms of this Lease. In any event, either County or Tenant may terminate this Lease for any reason if the party terminating the Lease provides at least thirty (30) days advance written notice to the other party.

ARTICLE III. CONSIDERATION

Section 3.01 Consideration. In lieu of rent, Tenant shall provide the following: 1) full, complete and unrestricted use of wireless internet capability and facilities for the officials, staff, agents and employees of County; 2) maintenance and any improvement of landscaping and flower planting; and 3) facilitation of public awareness of and access to nearby Colorado National Historic Site(s). The parties to this Lease acknowledge and agree that this is full and sufficient consideration for this Lease, and that this Lease is in the County’s and the public’s best interests.

ARTICLE IV. MAINTENANCE; UTILITIES; INSPECTIONS

Section 4.01 Tenant Maintenance Obligations. Throughout the duration of the Lease, all routine maintenance to the Leased Premises shall be the obligation of Tenant. Tenant agrees to: (1) maintain the Leased Premises and all improvements, fixtures, furnishings and equipment in good working order and repair; (2) keep the interior of the Leased Premises clean and sanitary, (3) keep shared parking areas, gravel walkways leading to the Leased Premises clear of ice, snow, litter and debris, (4) perform routine maintenance of the Leased Premises, including, but not limited to, maintaining any landscaping adjacent to the Leased Premises, (5) keep access (porch) on the north side of the building clear of trash and debris. Tenant shall not overload the floors or walls of the Leased Premises. Tenant shall be responsible for janitorial services for the Leased Premises. For purposes of this Section 4.01, “routine maintenance” shall mean any repair or maintenance approved by County in writing prior to Tenant engaging in any such activity, with the exception of the routine maintenance activities expressly set forth in this Section 4.01.

Section 4.02 Failure to Maintain. Should Tenant fail to maintain the Leased Premises in a satisfactory manner according to the terms of this Lease the lease may be terminated by County and County may exercise the remedies set forth in Section 11.02.

Section 4.03 Inspection to Determine Compliance. County shall have the right to enter the Leased Premises as more specifically set forth in Section 4.05 below, to determine compliance with this Section 4 of the Lease.

Section 4.04 Utilities. County shall provide water, sewer, electricity and propane for heating the Leased Premises at no cost to Tenant. Tenant is solely responsible for providing internet and trash collection services, including all costs associated with such services. Tenant shall also pay for one (1) pumping of the Onsite Wastewater System (“OWTS” or “Septic”) servicing the Leased Premises in July of each year so long as this Lease remains in effect. County shall not be liable for any failure to make any repairs or to perform any maintenance to utilities unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to County by Tenant. To the extent allowed by law, Tenant waives the right to make repairs at County’s expense under any law, statute or ordinance now or hereafter in effect.

Section 4.05 Inspection of Leased Premises. Tenant will permit County, its representatives or agents to make inspection of the Leased Premises at any time to confirm compliance with the terms of this Lease. If there is a potential (based upon reasonable facts or circumstances) or an actual material breach or violation of this Lease, or if an emergency exists which necessitates County’s access to the Leased Premises in County’s sole discretion, County shall have the right to enter upon and inspect the Leased Premises and to do any reasonable act or thing in order to enforce its rights and obligations under this Lease.

Section 4.06 Accident Reports. In the case of an accident or emergency, Tenant agrees to cooperate with County. All accidents, significant occurrences, incidents, situations requiring official reporting or action, including law enforcement response, shall be reported to County as soon as possible but no later than the next business day. Reports provided must include the name, address, telephone number for any injured persons and any witnesses, any statements collected, a description of the accident including when, where and how it occurred, a description of any bodily injury or property damage and the action taken by Tenant or other persons.

ARTICLE V. IMPROVEMENTS; ALTERATIONS; ADDITIONS

Section 5.01 Requirements for Improvements; Alterations; Additions. No improvements, alterations or additions (“Alterations”) shall be made to the Leased Premises by Tenant, including but not limited to, Alterations of Building walls, roofs,

support, finishes, any mechanical, electrical or plumbing system, carpet, paint, interior remodel of spaces and any exterior alterations.

ARTICLE VI. SIGNAGE

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

ARTICLE VII. INSURANCE; INDEMNIFICATION; DAMAGE

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

- (a) Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injury(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- (b) Fire or Extended Coverage Insurance in an amount sufficient to fully cover replacement costs for Tenant's improvements, fixtures, furnishings, equipment and any other personal property of Tenant's kept or maintained at the Leased Premises.
- (c) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Tenant during the term of this Agreement.

Section 7.02 Additional Insurance. Tenant may insure the Premises in such additional amounts and for such other risks as Tenant deems appropriate or as may be required by County.

Section 7.03 Waiver of Subrogation. Tenant agrees to waive all rights of recovery against County if any damage, claim, loss or liability sustained by Tenant is covered and paid for by insurance to the extent of the insurance coverage. Tenant shall give notice to its insurance carrier(s) that a waiver of subrogation is contained in this Lease and all policies required shall contain a waiver of subrogation endorsement naming County.

Section 7.04 Indemnification. Tenant shall indemnify, defend and hold County, its elected officials, officers, employees and agents harmless from and against any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees) in connection with: (1) Tenant's failure to perform its obligations under this Lease, and (2) the acts and omissions of Tenant, its officers, employees, agents and invitees that occur on or about the Leased Premises during the term of this Lease. The indemnities set forth in the paragraph shall survive the termination or expiration of this Lease.

Section 7.05 Risk of Loss. Tenant assumes the risk of loss or damage to the contents of the Leased Premises, whether from fire, theft, accident, earthquake, snow, bursting, overflowing or leaking water, sewer or steam pipes, heating or plumbing fixtures, electrical wiring, gases or odors water damage or any other cause whatsoever. Tenant assumes all risk of loss to personal property located on the Leased Premises, and County shall not be liable for any damage to, or loss of, such property, or for damage or loss suffered by Tenant.

Section 7.06 Casualty Damage.

- (a) In the case where the Leased Premises shall be rendered untenable by fire, explosion or other casualty, which is not the fault of Tenant, and the Leased Premises cannot be restored within 180 days after such occurrence, County or Tenant may, at their option, terminate this Lease.
- (b) If the Leased Premises are damaged, without fault of Tenant, and if such damage can be repaired within a reasonable period of time by County's estimation, then County shall repair such damage with all reasonable speed.
- (c) If the Leased Premises, without fault of Tenant, receives only minor damage but such damage does not render the Leased Premises unfit for occupancy, County, upon receipt of notice of the occurrence of such event, shall repair such damage with reasonable promptness.
- (d) If the Leased Premises are damaged or destroyed by Tenant, its employees, invitees or agents, Tenant shall be liable for all costs and expenses to repair the Leased Premises to substantially the same condition that existed prior to the casualty.

Section 7.07 Environmental Matters. If Tenant stores, spills or releases any hazardous or toxic substance or material (including any substance that could constitute a hazardous waste or environmental condition) on, near, in or at the Leased Premises (each, an "Incident"), Tenant shall immediately notify County and any other governmental authority with jurisdiction (such as the Environmental Protection Agency) and shall promptly take all action necessary to remediate the Incident and restore the affected area in accordance with applicable law. Tenant agrees to release, hold harmless and indemnify County, its officials, employees, officers and agents from and against any and all fines, suits, claims, losses, demands, penalties, liabilities, costs or expenses (including reasonable attorney's fees), settlements, remedial action requirements, enforcement actions, administrative proceedings and any other action of any kind or nature, including

personal injury, wrongful death or property damage arising out of, or in connection with, the discovery, remediation or disposal of any hazardous waste or environmental condition existing on, in, under or about the Leased Premises caused directly or indirectly by an act or omission of Tenant or its officers, employees, agents, contractors, invitees, successors, predecessors, sublessees, or assigns. As used in this Lease, the terms "hazardous waste" and "environmental condition" shall mean (a) any "hazardous waste" as defined in the Solid Waste Disposal Act (as amended by the Resource Conservation and Recovery Act of 1976, as amended) and the regulations promulgated thereunder; (b) any "Hazardous Substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and the regulations promulgated thereunder; (c) any oil, petroleum products or by-products; (d) asbestos or asbestos-containing substances; and (e) any Hazardous Substance, toxic substance, toxic pollutant, or any substance whose release, disposal, generation, storage or emission is regulated by federal, state or local law.

ARTICLE VIII. DISCLAIMER OF LIABILITY

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

ARTICLE IX. LIENS AND BANKRUPTCY

Section 9.01 Liens Prohibited. Tenant shall not permit any lien or encumbrance to be placed upon the Leased Premises. If a lien or encumbrance is placed upon the Leased Premises, County may satisfy such lien or encumbrance, and Tenant shall reimburse County in full within thirty (30) days of satisfaction of the lien. If Tenant fails to reimburse County, amounts remaining past due shall bear interest at the maximum rate permitted by law until paid, and County may pursue any other remedy available to it.

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

ARTICLE X. REPRESENTATIONS & WARRANTIES

Section 10.1 Representations & Warranties. Tenant represents and warrants to County as follows:

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

ARTICLE XI. DEFAULT AND REMEDIES.

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

- (a) Tenant vacates or abandons the Leased Premises;

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

Section 11.02 Remedies. Upon the occurrence of an Event of Default, County shall have the option to (i) institute suit against Tenant to enforce any obligation under this Lease, (ii) terminate this Lease, (iii) terminate Tenant's right to possession without terminating this Lease, or (iv) cure the Event of Default on behalf of Tenant. If County cures an Event of Default on behalf of Tenant, Tenant shall, on demand and as Rent, reimburse County for County's expenses incurred thereby including the costs of removing and storing Tenant's or any other occupant's property. All past due payments required of Tenant hereunder shall bear interest from the date due until paid at the lesser of ten percent (10%) per annum or the maximum lawful rate of interest. If County terminates either this Lease or Tenant's right to possession of the Leased Premises, Tenant will immediately surrender the Leased Premises to County. If Tenant fails to surrender the Leased Premises, County may enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying the Leased Premises or any part thereof. Any termination only of Tenant's right to possession of the Leased Premises will not relieve Tenant of Tenant's obligation to pay the Rent under this Lease. County shall use reasonable efforts to mitigate any damages incurred by County and to re-let the Leased Premises. In determining the amount of loss which County suffers by reason of termination of this Lease, allowance shall be made for the expense of repossession and any necessary repairs, but not for any remodeling undertaken by County following repossession. Except as provided otherwise in this Lease, County shall have the option to terminate all or a portion of this Lease upon default by Tenant, and in addition to, or in lieu thereof, County may seek any relief available to it at law or in equity. Nothing in this Lease shall be deemed a restriction or waiver of any

right or remedy that either party may have at law or equity for any breach or default by either party.

Section 11.03 Surrender and Holding Over. Upon the expiration or earlier termination of this Lease, Tenant shall quit and surrender the Leased Premises in generally good and serviceable condition, reasonable wear and tear excepted. Thereafter, County shall have the right to enter and take possession of the Leased Premises, with or without process of law and without liability for trespass. Holding over or failure to vacate the Leased Premises at the end of the initial Term or any Extended Term shall not be construed to be the granting or exercise of any additional term. Any holding over after the expiration of the initial Term or any Extended Term without the written consent of County shall be construed to be a month-to-month tenancy at sufferance, but shall otherwise be subject to all of the terms and conditions of this Lease. Notwithstanding anything to the contrary contained in this Section 11, Tenant shall not be deemed to be holding over the Premises in the event that both parties are engaged in good faith negotiations to extend the term of the Lease. County and Tenant each agree to give the other party written notice at least thirty (30) days prior to the last day of a monthly term to terminate this holdover tenancy. In the event Tenant does not vacate the Premises thirty (30) days after County's notice terminating the holdover tenancy and County re-lets the Leased Premises to a new tenant with a lease term commencing after the date Tenant is required to vacate the Leased Premises; such failure shall be an Event of Default under Section 11.01 of this Lease.

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

Section 11.05 Title to Leased Premises & Improvements. Any fixtures or improvements erected or constructed on the Leased Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written consent of County. Title to the Leased Premises and improvements is and shall remain vested in County. All of Tenant's moveable personal property located in or on the Leased Premises shall remain the property of Tenant. Tenant shall have the right at any time during the term of this Lease and upon expiration or termination, to remove all such equipment and property; provided that Tenant is not in default of its obligations under the Lease. If Tenant has been provided with notice of default or breach under this Section 11, Tenant shall not be entitled to remove any of Tenant's personal property from the Leased Premises until such default has been cured. Any property affixed to the Leased Premises so that the same may not be removed without material damage to the Leased Premises shall not be removed by Tenant at any time, but shall become the property of County upon expiration or earlier termination of this Lease.

Section 11.06 Consideration Received After Termination. No payment or other consideration received by County from Tenant after the termination of this Lease or after the giving of a notice of termination, shall reinstate, continue or extend the Term or any

Renewal Term or affect any prior termination notice delivered to Tenant. The parties agree that after (1) delivery of a notice of termination, (2) commencement of an action for repossession or (3) final judgment that grants County possession of the Leased Premises, County may receive and collect any amounts past due and owing under the terms of this Lease, and the collection of such amounts shall not waive any notice previously given or waive such action or judgment.

ARTICLE XII. ASSIGNMENT AND SUBLETTING

Section 12.01 Transfers and Assignments by Tenant. Except as provided below, Tenant shall not, without the prior written consent of County: (a) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law; (b) permit any other person or entity to become Tenant hereunder by merger, consolidation, or other reorganization; (c) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in Tenant that results in a change in current control of Tenant; (d) grant any license, concession, or other right of occupancy of any portion of the Leased Premises; or (e) use or permit the use of the Leased Premises by any parties other than Tenant (any of the prior described events in Section 12.01 (a to e) being a “Transfer”).

Section 12.02 Subleasing. Tenant shall not have the right to sublease property within the Leased Premises without the express written consent of County, the terms of which, including rent, may be decided by County in its sole discretion.

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

ARTICLE XIII. ABANDONMENT

Section 13.01 Abandonment/Vacation of the Premises. If Tenant abandons or vacates the Leased Premises before the end of the Term (or any renewal or extension thereof), County may enter the Leased Premises, remove fixtures and personal property of Tenant and re-let the Leased Premises as it sees fit without terminating this Lease. In addition, County may make any repairs, changes, alterations or additions to the Leased Premises as may be necessary or desirable for the purpose of re-letting. If Tenant neglects to retrieve its personal property from Leased Premises upon abandonment or upon termination or expiration of the Lease, County may remove and store such personal property (without liability to Tenant for risk of loss), and Tenant agrees to reimburse County on demand, for any and all expenses incurred in such removal and storage, including court costs, attorney’s fees and storage charges for the period of time such property remains in storage. County may, after 30 days’ notice to Tenant, sell such property, in whole or in part, at private sale and without legal process, and apply the

proceeds of such sale towards any amounts due from Tenant to County and render the surplus, if any, to Tenant.

ARTICLE XIV. OBLIGATIONS OF COUNTY

Section 14.01 Quiet Enjoyment. Tenant shall be entitled to quiet enjoyment of the Leased Premises and County will not interfere with that right, as long as Tenant performs all other obligations under this Lease. Tenant acknowledges that its right to enjoy the Leased Premises is subject to the use of the surrounding property for industrial, residential, commercial and other purposes, including but not limited to noise, lights or other disturbances resulting from County's use of its nearby shop facility.

ARTICLE XV. COMPLIANCE WITH LAWS; ADDITIONAL RULES

Section 15.01 Compliance with Laws. Both parties hereto shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules, ordinances, policies, and standards, including but not limited to, any County land development regulations and zoning regulations, all as may be amended from time to time.

Section 15.02 Additional Rules. Tenant, its officers, employees, agents and invitees shall comply with the following:

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

shall provide keys. If locks are changed or installed as the result of the loss of any of these keys, it shall be accomplished by County at Tenant's sole expense.

- (i) Tenant must obtain the prior written consent of County for installation of, change to or temporary installation of any objects along the exterior of the Leased Premises, all such exterior changes are subject to any applicable pre-notice or approval regulations given the designation as a land-side property.
- (j) Tenant shall not deface the walls, ceilings, partitions or floors of the Leased Premises. Tenant shall pay for any defacement, damage or injury caused by Tenant, its agents, employees or invitees.
- (k) County may institute such other rules and regulations as in its reasonable judgment may be necessary or desirable for the safety, care and preservation of the Leased Premises or the Building.

ARTICLE XVI. COMPLIANCE WITH LAWS

Section 16.01 Taxes. Tenant is responsible for all taxes assessed against Tenant's personal property located upon the Leased Premises during the term of this Lease and any sales taxes that may be assessed in connection with Tenant's use of the Leased Premises.

Section 16.02 Non-Discrimination. Tenant and its successor and assigns shall comply with pertinent statutes, executive orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, religion, sexual orientation, political affiliation or disability be excluded from participating in any activity conducted that is directly or indirectly related to this Lease. Tenant shall use the Leased Premises in compliance with all requirements imposed by or pursuant to Title 49, Part 21 of the Regulations of the Office of the Secretary of Transportation, the Colorado Anti-Discrimination Act of 1957 and any other laws and regulations respecting discrimination, all as may be amended from time to time. Tenant and County shall comply with any enforcement procedures as may be demanded by any authority for the purposes of complying with such laws and regulations.

Section 16.03 Agreements with Other Governmental Authorities. This Lease shall be subject to the provisions and requirements of any existing or future agreement between County and the United States or the State of Colorado.

Section 16.04 Energy Conservation Requirements. Tenant agrees to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

Section 16.05 Fair Labor Standards Act Requirements. Tenant shall comply with the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text herein. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

Tenant has full responsibility to monitor compliance to the referenced statute or regulation. Tenant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Section 16.06 Occupational Safety and Health Act of 1970 Requirements. To the extent applicable, Tenant shall comply with the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Tenant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Tenant retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Tenant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Section 16.07 Clean Air and Water Pollution Control Requirements. Tenant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Tenant agrees to report any violation to County immediately upon discovery. County assumes responsibility for notifying the Environmental Protection Agency (EPA). Tenant must include this requirement in all contracts and subcontracts relating to the Leased Premises that exceeds \$150,000.

ARTICLE XVII. MISCELLANEOUS

Section 17.01 County Representative. The Deputy County Manager or County Manager, as appointed by the Gunnison Board of County Commissioners, shall be a County Representative for purposes of this Lease.

Section 17.02 Force Majeure. A party shall not be deemed in violation of this Lease (excluding payment obligations) if such party is prevented from performing any of its obligations by reason of, boycott, embargo, act of nature, act of God, pending litigation or legal proceedings or any other circumstance which is beyond its reasonable control and conditioned on the other party providing reasonable written notice to the other of the circumstance and taking commercially reasonable actions to mitigate any such impact. PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event.

Section 17.03 Headings. The Section headings contained in this Lease are for convenience in reference and are not intended to define or limit the scope of any provision.

Section 17.04 Time of Essence. Time is of the essence in this Lease.

Section 17.05 Attorneys’ Fees. In the event any action or proceeding is brought to take possession of the Leased Premises, breach of any provision of this Lease or to enforce compliance with this Lease for failure to observe any of a party’s covenants, County shall be awarded reasonable attorneys’ fees, expenses and costs if it is a prevailing party.

Section 17.06 Waiver. Waiver by a party of, or the failure of a party to insist upon, the strict performance of any provision of this Lease shall not constitute a waiver of such party's right or prevent such party from requiring the strict performance of any such provision in the future. Any waiver of an obligation, right, term or provision contained in this Lease must be in writing and signed by the party against whom enforcement is sought.

Section 17.07 Limitation of Benefit. There are no third-party beneficiaries of this Lease. Without limiting the generality of the preceding sentence, this Lease does not create in or bestow upon any other person or entity not an express party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not an express party to this Lease.

Section 17.08 Severability. If any provision of this Lease is held invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Lease.

Section 17.09 Successors. The terms and provisions in this Lease shall extend to and bind the permitted successors and assigns of each party.

Section 17.10 Non-Exclusive Right. Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right to Tenant for use of the Leased Premises or the Building.

Section 17.11 Notices. All notices required under this Lease shall be in writing and delivered personally, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when actually received. If delivered email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notice shall be delivered to:

If to Tenant:

Quartz Creek Improvement Association
Attn: Debra Dykes, President
115 Miners Avenue
Ohio City, CO 81237

If to County:

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

With a copy to:

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

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

Section 17.12 Governing Law; Jurisdiction. This Lease shall be governed by, and construed in accordance with, the laws of the State of Colorado without regard to its conflicts of law provisions. The parties submit this Lease and any dispute arising under this lease to the sole and exclusive jurisdiction of the courts in and for Gunnison County, Colorado. Any action to enforce or interpret the provisions of this Lease shall be brought in a court in and for Gunnison County, Colorado.

Section 17.13 Entire Agreement. This Lease embodies the entire agreement between the parties concerning the subject matter and supersedes all prior written or oral conversations, proposals, negotiations, understandings and agreements. This Lease may not be altered or modified in any manner whatsoever except by a writing signed by the parties.

Section 17.14 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties as creating a relationship of principal and agent, partners, joint venturers or any other relationship. It is understood and agreed that neither the method of computation of fees, nor any other provision contained herein, nor any act of a party creates a relationship other than the relationship of County and Tenant.

Section 17.15 No Waiver of Immunity. Nothing in this Lease shall be deemed a waiver of any protections available to County under the Colorado Governmental Immunity Act, or any similar statutory provision.

Section 17.16 Counterparts. This Lease may be executed in counterparts, each of which will be deemed an original. Delivery of an executed signature page of this Lease by facsimile or email transmission will constitute effective and binding execution and delivery of this Lease. County and Tenant agree to allow the use of electronic signatures for execution of this Lease. All documents must be properly notarized, if applicable. All

use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to -121.

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

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF COUNTY OF GUNNISON,

By: _____
Jonathan Houck, Chairperson

TENANT:

QUARTZ CREEK IMPROVEMENTS
ASSOCIATION

By: _____
Debra Dykes, President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for 2022-2023 Memorandum of Understanding

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Youth Wellness Therapists

Term Begins:

Term Ends:

Grant Contract #:

Summary:

MOU with youth wellness therapists.

Fiscal Impact:

Submitted by: Emily Mirza

Submitter's Email Address: emirza@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 8/17/2022

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 10/5/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/7/2022

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 10/18/2022

GUNNISON COUNTY SUBSTANCE ABUSE PREVENTION PROJECT MEMORANDUM OF UNDERSTANDING 2022-2023

This Agreement is made between the following parties to the Gunnison County Substance Abuse Prevention Project (GCSAPP), each of which may herein be referred to individually as a “Party” or collectively as the “Parties”:

1. **KELLY BANAS COUNSELING, LLC, 106 N. French Suite, Suite 220, Breckenridge CO 80424.**
2. **PINNACLE INSIGHTS, LLC, 307 N Main St. Suite 2, Gunnison, CO 81230**
3. **MVH THERAPY, LLC, 407 4th St. Suite 1, Crested Butte, CO 81224**
4. **DANDELION ROOTS HEALING, LLC, 1413 Wyoming ST, Golden, CO, 80403**

WHEREAS, Gunnison County Substance Abuse Prevention Project has been awarded funding to go toward youth mental health services in the community.

WHEREAS the purpose of the funding is to reduce barriers to accessing mental health services by providing youth two wellness sessions at a reduced rate of \$80 per hour.

WHEREAS GCSAPP will pay the parties \$80 per session with funds from the Town of Crested Butte and the Community Foundation of the Gunnison Valley in order to make the sessions free to youth.

NOW THEREFORE, the Parties agree as follows:

Term of the Agreement. This MOU shall be effective beginning September 1st, 2022 and shall expire August 31st, 2023.

Renewal of MOU. The Parties may renew this MOU annually subject to mutual agreement. Each Party reserves the right to elect not to renew the MOU after expiration of the current term. If any Party intends not to renew the MOU, it should give notice of such intent at least thirty (30) days prior to expiration of the Agreement.

The MOU shall become effective upon signature by GCSAPP and the duly authorized representatives of this MOU.

Area Served:

Gunnison County

Goals:

1. To meet the need and request of youth to have more access to mental health services.
2. To address youth vaping and help build coping skills for youth to handle stress
3. To reduce the impact of stress in the lives of adolescents aged 12 and up.
4. To reduce financial barriers to accessing mental health services and supports.

GUNNISON COUNTY SUBSTANCE ABUSE PREVENTION PROJECT MEMORANDUM OF UNDERSTANDING 2022-2023

This will be done by:

- 1. Subcontracting with local therapists to see youth at a reduced rate of \$80 per session, to be covered through funds awarded to GCSAPP to support youth mental health, so that youth can access this service for free.**

Decision-making structure & authority:

All significant decisions regarding the collaboration will require agreement by all collaborative partners and brought to the Youth Sub-group of the Health Coalition of the Gunnison Valley.

Roles and Responsibilities of lead agency

GCSAPP/Juvenile Services will: a.) Provide oversight of all financial award requirements including financial and programmatic reporting b.) Oversee scheduling of services c.) Document and track all progress towards the deliverables

Roles and Responsibilities of the GCSAPP MOU collaborators:

In order to reach our goals, you agree to the above roles and responsibilities.

GUNNISON COUNTY JUVENILE SERVICES 200 E. Virginia Avenue, Gunnison, CO 81230 (Gunnison County).

Name _____ Signature _____ Date _____

Business Name: Kelly Banas Counseling, LLC

Address: 106 N. French Suite, Suite 220, Breckenridge CO 80424, PO Box TBD

Name: Kelly Banas

Signature: *Kelly Banas*

Date: August 5, 2022

Termination:

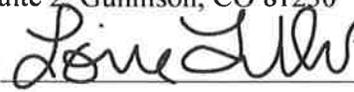
It is mutually understood and agreed that parties will provide at least 30 days' notice of the intention to withdraw from this GCSAPP MOU. If a party chooses to withdraw, said party commits to making arrangements to complete assigned or pending activities before termination.

GUNNISON COUNTY SUBSTANCE ABUSE PREVENTION PROJECT MEMORANDUM OF UNDERSTANDING 2022-2023

PINNACLE INSIGHTS, LLC, 307 N Main St. Suite 2, Gunnison, CO 81230

Name Lorie FULLER

Signature



Date 8/15/2022

Termination:

It is mutually understood and agreed that parties will provide at least 30 days' notice of the intention to withdraw from this GCSAPP MOU. If a party chooses to withdraw, said party commits to making arrangements to complete assigned or pending activities before termination.

GUNNISON COUNTY SUBSTANCE ABUSE PREVENTION PROJECT MEMORANDUM OF UNDERSTANDING 2022-2023

DANDELION ROOTS HEALING, LLC, 1413 Wyoming ST, Golden, CO, 80403

Name Abby Johnson
Dandelion Roots Healing Signature  Date 08/7/22

Termination:

It is mutually understood and agreed that parties will provide at least 30 days' notice of the intention to withdraw from this GCSAPP MOU. If a party chooses to withdraw, said party commits to making arrangements to complete assigned or pending activities before termination.

GUNNISON COUNTY SUBSTANCE ABUSE PREVENTION PROJECT MEMORANDUM OF UNDERSTANDING 2022-2023

Business Name: MNH THERAPY LLC, DBA MICHELE M. VINCENT, LSW
Address: P.O. BOX 3765
Name: MICHELE M. VINCENT Signature: M. Vincent, LSW Date: 8/9/22

Termination:

It is mutually understood and agreed that parties will provide at least 30 days' notice of the intention to withdraw from this GCSAPP MOU. If a party chooses to withdraw, said party commits to making arrangements to complete assigned or pending activities before termination.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 1st day of September, 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein “Gunnison County”) and Dandalion Roots Healing, LLC, whose address is 1413 Wyoming St, Goldern, CO 80403 (herein “Contractor”).

RECITALS

The Contractor desires to provide professional services regarding Youth Wellness (“Services”).

[OR]

[as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A (“Services”).]

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

AGREEMENT

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

1. **SERVICES.**

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor’s profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. **TERM.**

The term of this Agreement shall commence on the date first set forth above and shall terminate on August 31, 2023, unless sooner terminated or replaced as provided herein.

3. **STRATEGIC RESULT.**

Execution of this Agreement will assist the County with its deliver high quality services strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Four thousand eight hundred dollars and No/100 U. S. Dollars (\$4800). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement.

[IF THE TERM IS FOR MORE THAN 1 YEAR: This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of this Agreement.]

5. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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

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

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

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

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this

Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

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

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

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

If the Contractor has entered into a sole source contract or contracts with the State of Colorado or any of its political subdivisions as defined in Article XXVIII of the Colorado Constitution which including this contract in the aggregate on an annual basis are equal to or exceed the amount of \$100,000, then the following provisions apply:

a. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Contractor, on behalf of itself, any person who controls ten percent or more of the shares of or interest in the Contractor, and the Contractor's officers, directors and trustees (collectively, the "Contract Holder") shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contractor Holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.

b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.

c. The parties agree that if a Contract Holder intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that Contract Holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years.

d. These provisions shall not apply to the extent they have been enjoined or invalidated by a court of competent jurisdiction.

9. DISCRIMINATION.

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

10. IMMIGRATION COMPLIANCE CERTIFICATION.

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

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

- d. **LEGAL AUTHORITY.** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

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

15. OWNERSHIP OF PROPERTY.

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

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

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

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

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

20. FORCE MAJEURE.

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

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

21. NOTICES.

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

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

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

Contractor: **Dandalion Roots Healing, LLC**
1413 Wyoming St, Goldern, CO 80403

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

24. ENTIRE AGREEMENT.

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

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

25. RECORDS.

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

26. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth Smith, Commissioner

ATTEST:

Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By:  _____

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Art Therapy and Counseling Services

Exhibit A: Scope of Work

Area Served:

Gunnison County

Goals:

1. To meet the need and request of youth to have more access to mental health services.
2. To address youth vaping and help build coping skills for youth to handle stress
3. To reduce the impact of stress in the lives of adolescents aged 12 and up.
4. To reduce financial barriers to accessing mental health services and supports.

This will be done by:

1. **Subcontracting with local therapists to see youth at a reduced rate of \$80 per session, to be covered through funds awarded to GCSAPP to support youth mental health, so that youth can access this service for free.**

Decision-making structure & authority:

All significant decisions regarding the collaboration will require agreement by all collaborative partners and brought to the Youth Sub-group of the Health Coalition of the Gunnison Valley.

Roles and Responsibilities of lead agency

GCSAPP/Juvenile Services will: a.) Provide oversight of all financial award requirements including financial and programmatic reporting b.) Oversee scheduling of services c.) Document and track all progress towards the deliverables

Roles and Responsibilities of the GCSAPP MOU collaborators:

In order to reach our goals, you agree to the above roles and responsibilities.

GUNNISON COUNTY SUBSTANCE ABUSE PREVENTION PROJECT MEMORANDUM OF UNDERSTANDING 2022-2023

DANDELION ROOTS HEALING, LLC, 1413 Wyoming ST, Golden, CO, 80403

Name Abby Johnson
Dandelion Roots Healing Signature  Date 08/7/22

Termination:

It is mutually understood and agreed that parties will provide at least 30 days' notice of the intention to withdraw from this GCSAPP MOU. If a party chooses to withdraw, said party commits to making arrangements to complete assigned or pending activities before termination.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 1st day of September, 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein “Gunnison County”) and Kelly Banas Counselling, LLC, whose address is French St., Suite 220, Breckenridge, CO 80424 (herein “Contractor”).

RECITALS

The Contractor desires to provide professional services regarding Youth Wellness (“Services”).

[OR]

[as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A (“Services”).]

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

AGREEMENT

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

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor’s profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on August 31, 2023, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its

deliver high quality services _____ strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Four thousand eight hundred dollars _____ and No/100 U. S. Dollars (\$4800 _____). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement.

[IF THE TERM IS FOR MORE THAN 1 YEAR: This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of this Agreement.]

5. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for

injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

2

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

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

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

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

Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this

3

Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the County reasonably prompt notice of the relevant claim. Contractor will defend or

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

4

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

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

If the Contractor has entered into a sole source contract or contracts with the State of Colorado or any of its political subdivisions as defined in Article XXVIII of the Colorado Constitution which including this contract in the aggregate on an annual basis are equal to or exceed the amount of \$100,000, then the following provisions apply:

- a. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Contractor, on behalf of itself, any person who controls ten percent or more of the shares of or interest in the Contractor, and the Contractor's officers, directors and trustees (collectively, the "Contract Holder") shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contractor Holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.
- b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.
- c. The parties agree that if a Contract Holder intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that Contract Holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years.
- d. These provisions shall not apply to the extent they have been enjoined or invalidated by a court of competent jurisdiction.

9. DISCRIMINATION.

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

5

10. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.
- d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Contractor agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq. 11.

AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24- 10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

6

d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

- i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

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

7

14. TERMINATION.

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

15. OWNERSHIP OF PROPERTY.

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

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The

Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. FORCE MAJEURE.

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

9

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

21. NOTICES.

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

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

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

Contractor: Kelly Banas Counselling, LLC,
French St., Suite 220, Breckenridge, CO 80424

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

10

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

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

excluding text or instant messages.

24. ENTIRE AGREEMENT.

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

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

25. RECORDS.

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

26. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By:

Jonathan Houck, Chairperson

By:

Roland Mason, Vice Chairperson

By:

Elizabeth Smith, Commissioner

ATTEST:

Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: *Kelly Banas, LPC*

12

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Exhibit A: Scope of Work

Area Served:

Gunnison County

Goals:

1. To meet the need and request of youth to have more access to mental health services.
2. To address youth vaping and help build coping skills for youth to handle stress
3. To reduce the impact of stress in the lives of adolescents aged 12 and up.
4. To reduce financial barriers to accessing mental health services and supports.

This will be done by:

1. **Subcontracting with local therapists to see youth at a reduced rate of \$80 per session, to be covered through funds awarded to GCSAPP to support youth mental health, so that youth can access this service for free.**

Decision-making structure & authority:

All significant decisions regarding the collaboration will require agreement by all collaborative partners and brought to the Youth Sub-group of the Health Coalition of the Gunnison Valley.

Roles and Responsibilities of lead agency

GCSAPP/Juvenile Services will: a.) Provide oversight of all financial award requirements including financial and programmatic reporting b.) Oversee scheduling of services c.) Document and track all progress towards the deliverables

Roles and Responsibilities of the GCSAPP MOU collaborators:

In order to reach our goals, you agree to the above roles and responsibilities.

Business Name: Kelly Banas Counseling, LLC

Address: 106 N. French Suite, Suite 220, Breckenridge CO 80424, PO Box TBD

Name: Kelly Banas

Signature: *Kelly Banas*

Date: August 5, 2022

Termination:

It is mutually understood and agreed that parties will provide at least 30 days' notice of the intention to withdraw from this GCSAPP MOU. If a party chooses to withdraw, said party commits to making arrangements to complete assigned or pending activities before termination.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 1st day of September, 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein “Gunnison County”) and Pinnacle Insights, LLC, whose address is 307 N. Main St, Ste. 2, Gunnison, CO 81230 (herein “Contractor”).

RECITALS

The Contractor desires to provide professional services regarding Youth Wellness (“Services”).

[OR]

[as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A (“Services”).]

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

AGREEMENT

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

1. **SERVICES.**

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor’s profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. **TERM.**

The term of this Agreement shall commence on the date first set forth above and shall terminate on 08/31/2023, unless sooner terminated or replaced as provided herein.

3. **STRATEGIC RESULT.**

Execution of this Agreement will assist the County with its deliver high quality services strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Four thousand eight hundred dollars and No/100 U. S. Dollars (\$ \$ 4,800.00). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement.

[IF THE TERM IS FOR MORE THAN 1 YEAR: This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of this Agreement.]

5. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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

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

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

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

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this

Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

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

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

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

If the Contractor has entered into a sole source contract or contracts with the State of Colorado or any of its political subdivisions as defined in Article XXVIII of the Colorado Constitution which including this contract in the aggregate on an annual basis are equal to or exceed the amount of \$100,000, then the following provisions apply:

- a. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Contractor, on behalf of itself, any person who controls ten percent or more of the shares of or interest in the Contractor, and the Contractor's officers, directors and trustees (collectively, the "Contract Holder") shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contractor Holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.
- b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.
- c. The parties agree that if a Contract Holder intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that Contract Holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years.
- d. These provisions shall not apply to the extent they have been enjoined or invalidated by a court of competent jurisdiction.

9. DISCRIMINATION.

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

10. IMMIGRATION COMPLIANCE CERTIFICATION.

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

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

- d. **LEGAL AUTHORITY.** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

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

15. OWNERSHIP OF PROPERTY.

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

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

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

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

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

20. FORCE MAJEURE.

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

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

21. NOTICES.

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

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

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

Contractor: Pinnacle Insights, LLC
307 N. Main St, Ste. 2, Gunnison, CO 81230

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

24. ENTIRE AGREEMENT.

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

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

25. RECORDS.

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

26. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth Smith, Commissioner

ATTEST:

Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR
By: 

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Exhibit A: Scope of Work

Area Served:

Gunnison County

Goals:

1. To meet the need and request of youth to have more access to mental health services.
2. To address youth vaping and help build coping skills for youth to handle stress
3. To reduce the impact of stress in the lives of adolescents aged 12 and up.
4. To reduce financial barriers to accessing mental health services and supports.

This will be done by:

1. **Subcontracting with local therapists to see youth at a reduced rate of \$80 per session, to be covered through funds awarded to GCSAPP to support youth mental health, so that youth can access this service for free.**

Decision-making structure & authority:

All significant decisions regarding the collaboration will require agreement by all collaborative partners and brought to the Youth Sub-group of the Health Coalition of the Gunnison Valley.

Roles and Responsibilities of lead agency

GCSAPP/Juvenile Services will: a.) Provide oversight of all financial award requirements including financial and programmatic reporting b.) Oversee scheduling of services c.) Document and track all progress towards the deliverables

Roles and Responsibilities of the GCSAPP MOU collaborators:

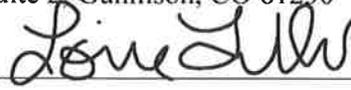
In order to reach our goals, you agree to the above roles and responsibilities.

GUNNISON COUNTY SUBSTANCE ABUSE PREVENTION PROJECT MEMORANDUM OF UNDERSTANDING 2022-2023

PINNACLE INSIGHTS, LLC, 307 N Main St. Suite 2, Gunnison, CO 81230

Name Lorie FULLER

Signature



Date 8/15/2022

Termination:

It is mutually understood and agreed that parties will provide at least 30 days' notice of the intention to withdraw from this GCSAPP MOU. If a party chooses to withdraw, said party commits to making arrangements to complete assigned or pending activities before termination.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager's signature; Cou

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The BOCC approved this \$30,000 award earlier this year. It was signed and distributed on 9/30/2022.

Fiscal Impact: \$30,000

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 10/3/2022

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 10/5/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/7/2022

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 10/18/2022

COUNTY AID AGREEMENT

Project Title: Gunnison Country Food Pantry Relocation and Renovation Project
Award Period: 10/1/2022 thru 12/31/2022
Award: \$30,000

PARTIES TO AGREEMENT

GUNNISON COUNTY: The Board of County Commissioners of the County of Gunnison, State of Colorado (the “Board”, the “County” or “Gunnison County”)
Address: 200 E Virginia Ave
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT: Gunnison Country Food Pantry
Address: PO Box 7077
Gunnison, CO 81320
Contact Name: Jodi Payne, Executive Director
Telephone: (970) 641-4156
Email: director@gunnisonfoodpantry.org

RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the parties’ mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.
2. **Award and Project.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Thirty Thousand dollars (\$30,000.00) (the “Award”). The Award shall be used by Recipient solely to complete the Project, which is

described as follows: Gunnison Country Food Pantry relocation and renovation, moving from 321 C N. Main Street, Gunnison, CO 81230 and moving to 405 W. Tomichi Avenue, Gunnison, CO 81230.

3. **Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. **Authorized Representative.** County Manager Matthew Birnie (the "Authorized Representative"), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

5. **Payment of Award.** Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. **Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

10. **Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S. § 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also

implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. Indemnification. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. Independent Contractor. The Recipient is an independent contractor. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. No Waiver of Governmental Immunity Act. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

14. Audits and Accounting. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

15. Inspection. The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. **Effect of Project Completion or Termination.** Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. **Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to: Gunnison County Administration Department
Katherine Haase
200 E Virginia Ave; Gunnison, CO 81230
(970) 641-0248
Email khaase@gunnisoncounty.org

with a copy to: Gunnison County Attorney's Office
Donita Bishop
200 E. Virginia Ave; Gunnison, CO 81230
(970) 641-5300
Email: dbishop@gunnisoncounty.org

and by the County to: Gunnison Country Food Pantry
Jodi Payne
PO Box 7077; Gunnison, CO 81230
(970) 641-4156
director@gunnisonfoodpantry.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. **Assignment.** Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the 30th day of September 2022.

RECIPIENT: Gunnison Country Food Pantry

Signature:  Date: 9/30/22
Steve Secofsky, Board President

Date: _____

COUNTY: Board of County Commissioners of the County of Gunnison, State of Colorado

Signature:  Date: 9/30/2022
Matthew Birnie, County Manager

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's signature; Colo

Action Requested: County Manager Signature

Parties to the Agreement: CDPHE and HHS

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Agreement sets CDPHE indirect cost rates for 2023 calendar year.

Fiscal Impact: NA

Submitted by: Perry Solheim

Submitter's Email Address: Psolheim@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: 10/5/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/7/2022

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 10/18/2022

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

COLORADO LOCAL PUBLIC HEALTH AGENCY
INDIRECT COST NEGOTIATION AGREEMENT

Local Public Health Agency

DATE: September 27, 2022

Gunnison County Public Health
& Family Planning
200 East Virginia
Gunnison, CO 81230

FILING REF: This replaces the
Negotiation Agreement for the
1-1-22 to 12-31-22 Indirect Rate

The indirect cost rate(s) approved in this agreement are for use on grants, contracts and other agreements with the Colorado Department of Public Health and Environment to which the Office of Management and Budget Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), applies subject to the limitations contained in Section II, A., of this agreement. The rate(s) was negotiated by Gunnison County Public Health & Family Planning and the Colorado Department of Public Health and Environment.

SECTION I: RATES

Type	Effective Period FROM TO	Rate*	Location	Applicable To
Fixed	1/1/23 12/31/23	23.53%	All	Contracts with CDPHE

*Base: **Modified Total Direct Costs** - excludes equipment, capital expenditures, charges for patient care, rental costs, participant support costs and the portion of each subaward in excess of \$25,000.

Treatment of Fringe Benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs.

SECTION II: GENERAL

A. **LIMITATIONS:** Use of the rate(s) contained in this agreement is subject to any statutory or administrative limitations and is applicable to a given grant or contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the conditions: (1) that no costs other than those incurred by the grantee/contractor or allocated to grantee/contractor via an approved Central Service cost allocation plan were incurred in its indirect cost pool as finally accepted and that such incurred costs are legal obligations of the grantee/contractor and allowable under the governing cost principles, (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs, (3) that similar types of costs have been accorded consistent treatment, and (4) that the information provided by the grantee/contractor which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate.

B. AUDIT: Adjustments to amounts resulting from audit of the cost allocation plan upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation.

C. CHANGES: If a fixed or predetermined rate(s) is contained in this agreement it is based on the organizational structure and the accounting system in effect at the time the proposal was submitted. Changes in the organizational structure or changes in the method of accounting for costs which affect the amount of reimbursement resulting from the use of the rate(s) in this agreement require the prior approval of the authorized representative of the Colorado Department of Public Health and Environment. Failure to obtain such approval may result in subsequent audit disallowances.

D. FIXED RATE(S): The fixed rate(s) contained in this agreement is based on an estimate of the costs which will be incurred during this period for which the rate applies. When the actual costs for such period have been determined, an adjustment will be made in the negotiation following such determination to compensate for the difference between that cost used to establish the fixed rate and that which would have been used were the actual costs known at the time.

E. NOTIFICATION TO OTHER LOCAL PUBLIC HEALTH AGENCIES: Copies of this document may be provided to other local public health agencies if requested by them.

F. SPECIAL REMARKS: Colorado Department of Public Health and Environment programs currently reimbursing indirect costs to this Local Public Health Agency by means other than the rate(s) cited in this agreement should be credited for such costs and the applicable rate cited herein applied to the appropriate base to identify the proper amount of indirect costs allocable to the program.

Local Public Health Agency

Colorado Department of Public
Health and Environment

Lynne Swanson
Name

Audit Specialist
Title

September 27, 2022
Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Signature; Amen

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For acknowledgment of CM Signature - this contract originally was signed and complete at the 9/20 meeting; however the CAO has amended slightly the insurance and made minor contract language changes. ValueWest has signed the amended contract: CM Birnie signed on 10/11/2022.

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\mbirnie

Discharge Date: 10/14/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 10/18/2022

AMENDED PROFESSIONAL SERVICES AGREEMENT

THIS AMENDED PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 11th day of October, 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein “Gunnison County”) and ValueWest, Inc. whose address is 5125 S Kipling Parkway, Suite 301, Littleton, CO 80217 (herein “Contractor”).

RECITALS

The Contractor desires to provide professional services regarding Professional Commercial Property Valuation (“Services”).

Gunnison County desires to engage Contractor to provide Services according to this Agreement as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A (“Services”).

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

AGREEMENT

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

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on Appendix “A”. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor’s profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2024, unless sooner terminated or replaced as provided herein. This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Providing excellent customer service strategy and more specifically, ensuring that valuations of commercial sold and unsold properties are within 5% of sales price, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed fifteen thousand and No/100 U. S. Dollars (\$15,000), payable in one lump sum for 2022, and twelve payments totaling \$44,400 in 2023 and twelve payments totaling \$44,400 in 2024. Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth herein.

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

5. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury

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

- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million and No/100 U.S. Dollars (\$1,000,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

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

unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

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

8. DISCRIMINATION.

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

9. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

11. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.
- d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

- i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

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

14. OWNERSHIP OF PROPERTY.

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

15. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

16. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

17. NO THIRD-PARTY BENEFICIARY.

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

18. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or

potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

19. FORCE MAJEURE.

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

20. NOTICES.

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

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

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

Contractor: John Zimmerman
ValueWest, Inc.
5125 S. Kipling Parkway, Suite 301
Littleton, CO 80217

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

21. GOVERNING LAW.

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

22. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

23. ENTIRE AGREEMENT.

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

voids and supersedes that Professional Service Agreement executed between the County and Contractor and made effective September 6, 2022.

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

24. RECORDS.

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

25. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____

*Jonathan Houck, Chairperson
Gunnison County Manager*

ATTEST:

Melvin Bollig
Deputy Clerk



CONTRACTOR

By: John Zimmerman

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Professional commercial valuation services for all Gunnison County property classified as Commercial or Industrial. Scope of work includes the following services as they relate to Commercial and Industrial property:

- Physically inspect all sales within the relevant reappraisal sales study period,
- Review the sales confirmation process, follow up with questions to ensure sales comply with state audit regulations,
- Conduct and apply sales time trend analysis,
- Analyze sales and develop market appraisal approach to establish values,
- Beginning in 2024, develop robust income approach,
- Create regression models in RealWare CAMA system,
- Apply models and extensively review values derived, utilizing price per square foot data, rental and income information and cost approach methods when necessary,
- Verify valuations comply with state audit statistical requirements prior to mailing of Notices of Value,
- Schedule hearings for appeals during the month of May and into June,
- Review all appeals and make determinations
- Be available for County Board of Equalization hearings through October 31st and
- Be available for District County, Board of Assessment Appeals or Binding Arbitration hearings as necessary.
- Handle all abatements up to a total of 30 hours per year.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager's signature; Pro

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County Ricoondo

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Contract with Ricoondo for Airport Rate Study

Fiscal Impact: 145000

Submitted by: Perry Solheim

Submitter's Email Address: psolheim@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. ASFR 10.11.22

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 10/11/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/14/2022

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 10/18/2022

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the **18th** day of **October, 2022**, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein “Gunnison County”) and RICONDO & ASSOCIATES, INC., whose address is 20 N. Clark Street, Suite 1500, Chicago, Illinois 60602 (herein “Contractor”).

RECITALS

The Contractor desires to provide professional services regarding Airport Rates and Charges Study (“Services”).

[OR]

[as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A (“Services”).]

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

AGREEMENT

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

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor’s profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on April 30st, 2024, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Airport strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor’s performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed One Hundred and Forty

Five Thousand and No/100 U. S. Dollars (\$145,000). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement.

[IF THE TERM IS FOR MORE THAN 1 YEAR: This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of this Agreement.]

5. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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

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

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

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any

person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

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

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

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

If the Contractor has entered into a sole source contract or contracts with the State of Colorado or any of its political subdivisions as defined in Article XXVIII of the Colorado Constitution which including this contract in the aggregate on an annual basis are equal to or exceed the amount of \$100,000, then the following provisions apply:

- a. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Contractor, on behalf of itself, any person who controls ten percent or more of the shares of or interest in the Contractor, and the Contractor's officers, directors and trustees (collectively, the "Contract Holder") shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contractor Holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.
- b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.
- c. The parties agree that if a Contract Holder intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that Contract Holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years.
- d. These provisions shall not apply to the extent they have been enjoined or invalidated by a court of competent jurisdiction.

9. DISCRIMINATION.

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

10. IMMIGRATION COMPLIANCE CERTIFICATION.

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

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101,

et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

- d. **LEGAL AUTHORITY.** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

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

15. OWNERSHIP OF PROPERTY.

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

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.

b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist

shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

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

20. FORCE MAJEURE.

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

21. NOTICES.

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

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

With a copy to:

Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Contractor:

RICONDO & ASSOCIATES, INC.,
20 N. Clark Street, Suite 1500
Chicago, Illinois 60602
Attn.: Ramon Ricondo, President
Phone: (312)606-0611 x 114

WITH A COPY TO:
RICONDO & ASSOCIATES, INC.
2 N. Central Avenue, Suite 1800
Phoenix, Arizona 85004
Attn: Rick Peloquin, Contracts Coordinator
Phone: (602)-253-4554 x 421

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

24. ENTIRE AGREEMENT.

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

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

25. RECORDS.

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

26. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

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

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

By:



~~Jonathan Houck, Chairperson~~
~~Matthew Birnie, Gunnison County Manager~~

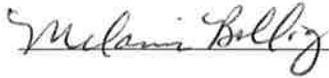
~~By:~~

~~Roland Mason, Vice Chairperson~~

~~By:~~

~~Elizabeth Smith, Commissioner~~

ATTEST:



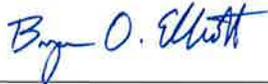
Deputy Clerk



[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By:



Bryan O. Elliott, Vice President



APPENDIX "A"
SCOPE OF SERVICES

September 22, 2022

Mr. Rick Lamport
Gunnison Crested Butte Regional Airport
519 Rio Grande Avenue
Gunnison, Colorado 81230

RE: Proposed Scopes of Work and Budgets – Gunnison Crested Butte Regional Airport

Dear Rick:

Ricondo & Associates, Inc. (Ricondo) is pleased to submit the enclosed proposed scopes of work and budgets to perform airport business and financial services to Gunnison County (the County) for Gunnison the Crested Butte Regional Airport (GUC or the Airport). As requested, Ricondo is providing detailed scopes of work and budgets to perform a rates and charges study, airline negotiations, provide Passenger Facility Charge services, and develop a Customer Facility Charge capacity analysis.

We appreciate the opportunity to provide these proposals to the County for consideration. If you have any questions or need additional information on our proposed scopes of work or budgets, please feel free to contact me via telephone at +1 434-409-7708 or via email.

Sincerely,

RICONDO & ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Bryan O. Elliott".

Bryan O. Elliott, A.A.E.
Vice President

ENCLOSURE

cc: 22981595-01-1160
Mike Scott, Ricondo

p:_projects\guc (gunnison-crested butte)\scope_fee proposals\guc scope_fee transmittal_092222.docx

AIRPORT BUSINESS AND FINANCIAL SERVICES PROPOSED SCOPES OF WORK AND BUDGETS

Ricondo & Associates, Inc. (Ricondo) is pleased to submit the following proposed scopes and work and budgets to Gunnison County (the County) for the Gunnison Crested Butte Regional Airport (GUC or the Airport):

- Airport Rates and Charges Study
- Prepare / negotiate airline agreement
- Prepare Passenger Facility Charge (PFC) application
- Prepare Customer Facility Charge (CFC) Capacity Analysis

The following sections include the proposed scopes of services for each of the above tasks along with a corresponding budgets. Detailed fee estimates are presented in **Attachment A**.

1. AIRPORT RATES AND CHARGES STUDY

The rates and charges study produced by Ricondo will provide the County with a financial model that will incorporate activity projections, airline space requirements, cost and revenue centers, debt (if any), amortization requirements (if any), projected operating revenues and operating expenses, airline terminal rental rates, landing fees, other potential charges, and a five-year cashflow analysis of its annual operating results, based on these inputs. The data in this financial model will provide the underlying basis to support the need to establish airline rates, fees, and charges that will serve to move the County toward cost recovery and an improved ability to fund capital projects.

The specific scope for these services includes the following tasks:

1.1 PROJECT KICK-OFF MEETING AND DATA COLLECTION

Ricondo will schedule a one-day on-site meeting with County staff to discuss the project scope, goals, and objectives and to collect data and information to be used by Ricondo in preparing the rates and charges study. This data request will include:

- Detailed year-to-date line item financial statements by operating expense and revenue for the current year with budget remaining amounts
- Fiscal Year (FY) 2022 operating and capital budgets by line item detail
- FY 2021 operating and maintenance (O&M) actual financial results by line item detail
- Current five-year capital improvement and major maintenance programs
- Enplaned passenger data, by airline, for FY 2021 and year-to-date FY 2022
- Projections of passenger activity for FY 2022 – CY 2027
- The current airport capital improvement plan on file with the Federal Aviation Administration (FAA)

- Copies of current leases, concession agreements, FBO leases, and other specialty contracts as appropriate entered into by the County; and
- Other information may be requested, as needed.

During the site visit, Ricondo will interview County staff members to gain an understanding of airport operations and specific line-item expenses and revenues in order to build a cost center allocation model for the County. Staff input and understanding of operations will be an important participating element that will allow Ricondo to make defensible allocations of operating expenses. Ricondo anticipates developing a minimum of four cost and revenue centers (e.g., Airfield, Terminal, General Aviation, and Landside).

1.2 PREPARE RATES AND CHARGES STUDY

Upon completion of the site visit and data collection phase of work, Ricondo will prepare the first draft of the Rates and Charges Study to include a historical overview of the County's financial results by agreed upon cost centers as well as a financial cash flow analysis for the period FY2023-2027. The rates and charges study will contain:

- Projected enplanements
- Projected airline landed weight
- Direct and Indirect Cost Centers
- Airline operating revenues
- Non-airline operating revenues
- Operating expenditures
- CIP expenditures
- Sources of revenue for the proposed CIP
- Projections of Airline Rates and Charges (FY2023 – FY2027) utilizing a residual ratemaking methodology
- Projected airline cost per enplanement; and
- Projected net remaining revenue.

Ricondo will submit an electronic version to County staff and schedule a conference call to review the assumptions and outcomes of the model. Once County feedback is obtained, Ricondo will update the financial model to incorporate the changes discussed with the County. Ricondo will prepare a rates and charges document suitable for the County to use in keeping key Airport strategic partners abreast of its airline ratemaking strategy, including the airlines, and submit it electronically to the County in PDF and Microsoft Excel format.

1.3 BUDGET

The budget for the scope of services described above is estimated to be \$50,500.00 and is depicted on Attachment A, Table 1. The services would be conducted on a time and materials basis.

2. PREPARE / NEGOTIATE AIRLINE AGREEMENT

Ricondo would work with the County to establish the required steps, sequencing, meetings, and deliverables in connection with negotiations associated with the establishment of a new Airport Use and Lease Agreement (AULA) as further detailed below.

2.1 DETERMINE GOALS AND OBJECTIVES AND IDENTIFY STRATEGY

In conjunction with the on-site meeting referenced in Section 1.1, Ricondo would confirm with the County specific financial and operational goals and objectives for the new AULA. As part of this effort, Ricondo would review the County's existing agreement and current industry trends to identify any areas of potential concern. Ricondo would work with the County to evaluate key contractual issues, including:

- the cost, sources of funding, and construction phasing of the terminal rehabilitation project and ongoing CIP needs of the Airport
- proper treatment of seasonal and less-than-daily or ultra-low cost airlines
- treatment of affiliate airlines
- discretionary cash flow and adequate reserves for the Airport Enterprise Fund
- establishment of per use fees for loading bridges, inbound and outbound baggage
- County versus tenant responsibility for maintenance and operations
- properly classifying and allocating space in the terminal building to airline related functions; and
- treatment of and flexibility in development decisions (i.e., applicable airline capital project approval clauses).

Ricondo will also seek details from the County on current Airport leases (e.g., concessions, non-aeronautical, parking, general aviation, FBO, and rental car operations). Other information to be sought by Ricondo during this on-site meeting would include pertinent legal documents or agreements which may affect or govern the County's business relationship with the airlines.

Based on the size and scope of airline operations, it is anticipated that a residual cost-center based ratemaking methodology will best serve the County. As such, Ricondo would also work with the County to finalize projections of airline rates and fees during the proposed Term of the AULA and develop a negotiating strategy during this on-site meeting.

2.2 PREPARE AIRLINE MEETING DOCUMENTATION

Following the completion of subtask 2.1, Ricondo will prepare a summary document describing the airline rates and charges and defining key terms of the business deal for the new AULA. This summary document will serve as a useful guide in the initial meetings with the airlines. Once finalized, much of the material contained in this summary document could also be used for future presentations/workshops with the airlines, the County, and other entities as appropriate.

2.3 PREPARE AND ASSIST WITH INITIAL AIRLINE MEETING

It is important for the airlines to understand that it is the County they are negotiating with rather than Ricondo; therefore, Ricondo will support the County by serving as a facilitator and extension of County staff throughout the AULA negotiations process. For the initial on-site airline meeting, Ricondo will assist the County with establishing a negotiating schedule, including proposed meeting dates and times, preparation of presentation materials, and preparation of documents that will summarize the key business terms and conditions for the new AULA.

2.4 NEGOTIATE AIRLINE AGREEMENT

The number of drafts of the new AULA, as well as the number of meetings required to negotiate the new AULA, can vary depending on the nature of the business deal being proposed by the County and the receptiveness of the airlines. However, Ricondo estimates four additional meetings with the airlines will be sufficient to achieve mutual agreement on the business terms and conditions for the new AULA. Usually, meeting every four weeks works well for the airlines; thus, the time between meetings will be used to prepare responses to airline data requests and feedback and prepare updated drafts of the new AULA. The best strategy for minimizing the number of meetings required and the amount of time between meetings is to agree on an overall negotiating schedule with the airline representatives and adhere to the schedule during the process. To this end, Ricondo will assist the County in preparing documentation for the meetings. This sub-task will include four conference calls with County staff, Ricondo, and the airlines.

2.5 PREPARE DRAFT AGREEMENT

Concurrent with the negotiation of the business deal for the AULA, Ricondo will work with the County to refine / update certain articles (boiler-plate articles) to be included in the new AULA including but not limited to insurance, indemnification, force majeure, bankruptcy, and environmental. Ricondo will provide examples of these provisions from other comparable airline / airport lease and use agreements; however, it will be up to the County's legal counsel to finalize and approve the language to be presented to the airlines. Once the County is comfortable with those articles, they will be forwarded to the airline representatives so their respective legal counsels can review and provide feedback. Thus, while the airline representatives are focusing on the proposed business deal and operational concerns outlined in the new AULA, the legal and environmental staffs of the airlines may begin to review the boiler-plate articles, which typically saves time in the overall negotiating process. Once the County has accepted feedback, Ricondo will prepare up to three draft versions of the AULA.

2.6 AIRLINE AGREEMENT EXECUTION

The final step in the airline negotiation process is preparation and execution of the new AULA. Ricondo will assist the County, as needed, in preparing the final document and assist with facilitating execution of the new AULA. Execution by the airline legal departments can often take considerable time and varies by airline. The County should allow a minimum of three months for final Signatory Airline execution of the new AULA.

2.7 BUDGET

The budget for the scope of services described above is estimated to be \$49,300.00 and is depicted on Attachment A, Table 2. The services would be conducted on a time and materials basis.

3. PREPARE PFC/ NOTICE OF INTENT APPLICATION

Ricondo will assist the County with the development and implementation of Notice of Intent (Notice) Application 23-07-C-00-GUC (PFC 23-07) in accordance with FAA regulations. These services will include data collection; preparation and participation in up to three (3) telephone conference call meetings with the County or FAA; development of the necessary documentation for the airline consultation meeting and public notice; participation in the airline consultation meeting; preparation of documentation for the submittal of the PFC Notice of Intent; and preparation of the final notification to the airlines upon approval by the FAA.

Ricondo to provide the following specific services in conjunction with this task order:

3.1 DRAFT NOTICE OF INTENT

Ricondo will submit a data request to the County seeking the necessary information to prepare the Notice. Upon receipt of the requested data and documentation from the County, Ricondo will prepare a draft of the Notice for review by the FAA. This review will allow the FAA to offer preliminary feedback on the completeness of the Notice. While the FAA's feedback is not binding, it will provide the County with a preliminary indication of what the FAA's Letter of Acknowledgement will be after its formal review.

The draft Notice will include a preliminary 5500-1 form, Attachment H, and other relevant information to allow the FAA the opportunity to conduct a comprehensive review and to acknowledge that all PFC criteria and procedures are being met or are being properly planned. Ricondo will incorporate FAA feedback on the draft Notice into the final version of the Notice.

3.2 AIRLINE CONSULTATION AND PUBLIC NOTICE

Ricondo will prepare the required consultation notice for distribution to the airlines and the public notice required to be posted on the County's website. Ricondo will attend (1 Ricondo staff member) and direct a PFC airline consultation meeting at the Airport and ensure that the proper procedures are undertaken and documented.

3.3 FILE NOTICE OF INTENT AND AIRLINE NOTIFICATION

Ricondo will finalize the Notice of Intent while awaiting airline comments, incorporating, and responding to airline comments that may arise, and will submit the original and required copies of the Notice of Intent to the County for transmittal to the FAA. Once the FAA approves the Notice of Intent, Ricondo will notify the airlines as required.

3.4 BUDGET

The budget for the scope of services described above is estimated to be \$17,200.00 and is depicted on Attachment A, Table 3. The services would be conducted on a time and materials basis.

4. PREPARE CFC ANALYSIS

Ricondo will assist the County with CFC planning and implementation through the development of a CFC funding capacity analysis to support the financing and development of rental car related facilities (the Project) at the Airport.

Ricondo would develop a CFC sources and uses demand analysis that would flow into a CFC capacity analysis to determine the range of costs for the Project that could be supported by CFC revenues assuming various CFC rates. This work would provide the County with supporting analysis to make a determination of the affordability of the Project and corresponding CFC rate.

To support County in this process, Ricondo will:

- obtain historic rental car transaction days and transactions from the County and the current rental car concessionaires
- develop projections of future rental car transactions and transaction days
- develop scenarios relating to project affordability and CFC capacity. The scenarios will be based upon various assumed CFC rates, Project implementation dates, and inclusion/exclusion of the various CFC-eligible costs as directed by the County
- create a CFC sizing model based upon the selected scenario; and
- recommend a required CFC rate based upon the CFC sizing model and a rough-order-of-magnitude cost estimate for the Project provided by the County.

4.1 BUDGET

The budget for the scope of services described above is estimated to be \$23,400.00 and is depicted on Attachment A, Table 4. The services would be conducted on a time and materials basis.

ATTACHMENT A
RICONDO COST PROPOSALS

ATTACHMENT A, TABLE 1 RICONDO COST PROPOSAL – RATES AND CHARGES STUDY

	STAFF HOURS				TOTAL HOURS			FEE	
	OFFICER	DIRECTOR	MANAGING CONSULTANT	CONSULTANT	TOTAL HOURS	LABOR	TRAVEL EXPENSES	TOTAL COST	
RATES AND CHARGES STUDY									
Project Kick-Off Meeting and Data Collection	4	4	0	0	8	\$ 2,892	\$ 3,500	\$ 6,392	
Prepare Rates and Charges Study	4	8	36	80	128	\$ 28,956	-	\$ 28,956	
Prepare Updates to Rates and Charges Study	2	4	8	20	34	\$ 8,018	-	\$ 8,018	
Finalize Methodology for Airline Agreement	4	8	8	4	24	\$ 7,188	-	\$ 7,188	
Subtotal Task 1	14	24	52	104	194	\$47,054	\$ 3,500	\$50,554	

SOURCE: Ricondo & Associates, Inc. September 2022.

ATTACHMENT A, TABLE 2, RICONDO COST PROPOSAL – AIRLINE NEGOTIATION

	STAFF HOURS				FEE		
	OFFICER	MANAGING CONSULTANT	TECH/ADMIN	TOTAL HOURS	LABOR	TRAVEL EXPENSES	TOTAL COST
Airline Negotiations							
Determine Goals and Objectives and Identify Strategy	2	8	0	10	\$ 3,002	\$ -	\$ 3,002
Prepare Airline Meeting Documentation	2	16	0	18	\$ 5,226	\$ -	\$ 5,226
Prepare and Assist with Initial Airline Meeting	8	16	0	24	\$ 7,560	\$ 3,500	\$ 11,060
Negotiate Airline Agreement	8	40	0	48	\$ 14,232	\$ -	\$ 14,232
Prepare Draft Agreement	4	32	12	48	\$ 12,228	\$ -	\$ 12,228
Facilitate Execution	2	8	4	14	\$ 3,594	\$ -	\$ 3,594
Subtotal Task 2	26	120	16	162	\$45,842	\$ 3,500	\$49,342

SOURCE: Ricondo & Associates, Inc. September 2022.

ATTACHMENT A, TABLE 3 RICONDO COST PROPOSAL – PFC APPLICATION

	DIRECTOR	STAFF HOURS		TOTAL HOURS	LABOR	TRAVEL EXPENSES	FEE	TOTAL COST
		SENIOR CONSULTANT						
PFC APPLICATION								
Draft Notice of Intent	8	24	32	32	\$ 8,192	\$ -	\$ -	\$ 8,192
Airline Consultation and Public Notice	6	12	18	18	\$ 4,764	\$ 1,750	\$ -	\$ 6,514
File Notice and Airline Notification	2	8	10	10	\$ 2,508	\$ -	\$ -	\$ 2,508
Subtotal Task 3	16	44	60	60	\$ 15,464	\$ 1,750	\$ -	\$ 17,214

SOURCE: Ricondo & Associates, Inc. September 2022.

ATTACHMENT A, TABLE 4. RICONDO COST PROPOSAL – CFC CAPACITY ANALYSIS

	STAFF HOURS				TOTAL HOURS	LABOR	FEE	
	OFFICER	MANAGING CONSULTANT	CONSULTANT	CONSULTANT			TRAVEL EXPENSES	TOTAL COST
CFC CAPACITY ANALYSIS								
Data Collection	0	4	8	8	12	\$ 2,584	\$ -	\$ 2,584
Rental Car Transactions and Transaction Day Projections	2	4	24	24	30	\$ 6,306	\$ -	\$ 6,306
Develop Scenarios	2	8	16	16	26	\$ 5,946	\$ -	\$ 5,946
Prepare CFC Sizing Model	2	4	8	8	14	\$ 3,362	\$ -	\$ 3,362
Prepare Recommendations (Memorandum Format)	2	8	12	12	22	\$ 5,210	\$ -	\$ 5,210
Subtotal Task 4	8	28	68	68	104	\$23,408	\$ -	\$23,408

SOURCE: Ricondo & Associates, Inc. September 2022.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Amendment to Intergovernmental Agreement

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Town of Pitkin, Colorado

Term Begins: November 1, 2022

Term Ends:

Grant Contract #:

Summary:

This IGA Amendment formally continues the long standing agreement with the Town of Pitkin for Gunnison County to plow selected roads in the Town. This agreement is funded by Payment of the County sales tax municipal shareback. that amounts to around \$6,000 per year. The County has

Fiscal Impact: -6000

Submitted by: Martin Schmidt

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 10/13/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient; per Public Works, agreement previously reviewed and approved by Matt. Recommend that IGA is updated for the following year. ASFR 10.12.22

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 10/12/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/14/2022

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 10/18/2022

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR
WINTER ROAD MAINTENANCE**

THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT ("Amendment") modifies that certain Intergovernmental Agreement for Winter Road Maintenance by and between the **TOWN OF PITKIN, STATE OF COLORADO** (hereinafter "Town of Pitkin") and the **COUNTY OF GUNNISON, STATE OF COLORADO** (hereinafter "Gunnison County"), dated November 6, 2018 and assigned Gunnison County Legal Instrument No: 2018-097 ("Agreement").

WHEREAS, the Agreement was entered into for the purpose of providing winter road maintenance services to the Town of Pitkin; and

WHEREAS, Section IX of the Agreement sets forth the process for amending the Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, Gunnison County and the Town of Pitkin do hereby agree to amend the Agreement as follows:

Section 1 of the Agreement is hereby amended as follows:

**SECTION 1
TERM OF AGREEMENT**

THE TERM of this Agreement shall be for a period of seven months from November 1, 2022 to May 31, 2023, unless otherwise terminated in accordance with Section X below.

Section 1 of the Agreement is hereby amended as follows:

**SECTION 2
GUNNISON COUNTY WINTER MAINTENANCE OF PITKIN ROADS**

5. Gunnison County will refer any calls related to any aspect of snow removal to the Mayor or their designee.

Except as modified herein, the terms and conditions of the Agreement shall be and hereby are reaffirmed and ratified. All other provisions of the Agreement shall remain the same.

IN WITNESS WHEREOF the parties hereto agree to the foregoing Amendment.

APPROVED on _____, 2022 by the Gunnison County Board of County Commissioners.

ATTEST:

COUNTY OF GUNNISON
STATE OF COLORADO

Deputy Clerk

Jonathan Houck, Chairperson

APPROVED on October 10th, 2022 by the Pitkin Town Council.

ATTEST:

Town Clerk

Eddy Balch, Mayor



**INTERGOVERNMENTAL AGREEMENT FOR
WINTER ROAD MAINTENANCE**

THIS INTERGOVERNMENTAL AGREEMENT made effective on this _____ day of _____, 2018, between the **TOWN OF PITKIN, STATE OF COLORADO**, who shall hereinafter be referred to as "Town of Pitkin" and the **COUNTY OF GUNNISON, STATE OF COLORADO**, who shall hereinafter be referred to as "Gunnison County," both of which entities are political subdivision of the State of Colorado.

RECITALS

WHEREAS, pursuant to the Colorado Constitution, Article XIV, Section 18(2.a.) and C.R.S.29-1-201, et seq., any political subdivision of the State of Colorado may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, provided that such cooperation or contracts are authorized by each party thereto with the approval of its legislative body; and

WHEREAS, the Town of Pitkin and Gunnison County desire to enter into an Intergovernmental Agreement to provide for the performance by Gunnison County of winter snow removal and/or plowing on certain streets located within the incorporated Town of Pitkin; and

WHEREAS, the Town of Pitkin and Gunnison County deems such Intergovernmental Agreement to be in the best interests of each of their inhabitants;

NOW, THEREFORE, the Town of Pitkin and Gunnison County in consideration of the agreements and covenants set forth herein; do hereby enter into this Agreement for the provision of winter road maintenance services:

**SECTION I
TERM OF AGREEMENT**

THE TERM of this Agreement shall be for a period of seven months from November 1, 2018 to May 31, 2019, unless otherwise terminated in accordance with Section III below. This Agreement may be extended for the terms of November 1, 2019 to May 31, 2020 and November 1, 2020 to May 31, 2021 upon agreement by both parties.

**SECTION II
GUNNISON COUNTY WINTER MAINTENANCE OF PITKIN ROADS**

Gunnison County shall perform winter snow removal and/or plowing maintenance for the Town of Pitkin only as follows:

1. Gunnison County Public Works Department will provide basic winter maintenance as follows:

The truck equipped with a plow/sander will plow the asphalt portion of Main Street as part of his initial run on Quartz Creek Road (CR#76).

A motor grader will plow only the Pitkin town streets, identified as plow routes, and marked in yellow as shown on Exhibit A., incorporated herein.

2. Streets plowed with a motor grader equipped with a wing will be plowed and widened to the extent possible on the day of the storm. The arrival time of the motor grader will be consistent with plow times in recent years. Streets will be plowed the day of the storm unless heavy snow or equipment failure requires that the equipment be used on other primary roads within the unincorporated County.
3. Mailboxes will not be plowed or shoveled by Gunnison County.
4. No roads in the Town of Pitkin will be sanded per their request.
5. Gunnison County will refer any calls related to any aspect of snow removal to the Mayor or their designee.

SECTION III PAYMENT FOR WINTER MAINTENANCE

The Town of Pitkin, beginning on January 1, 2018, will reimburse the County in an amount equivalent to the County sales tax municipal shareback, which is approximately \$6,000 per year. The Town of Pitkin acknowledges that such payment may not reimburse Gunnison County for its total expenses in the performance of the work.

SECTION IV RESPONSIBILITY FOR ROAD MAINTENANCE AND DAMAGES

The Town of Pitkin and Gunnison County specifically understand and agree that nothing in this Agreement shall be interpreted to require Gunnison County to perform any general road maintenance on the streets in Pitkin other than the snow removal and/or plowing contemplated hereunder. Further, it is understood and agreed that Gunnison County shall not be held liable for any roadbed or roadside damages that occur as a result of such snow removal and/or plowing and that the Town of Pitkin shall be solely responsible for any such road repair or maintenance required as a result of the snow removal and/or plowing performed under this Agreement.

SECTION V INDEMNIFICATION

Nothing in this Agreement is, or shall be construed to be, a waiver by Gunnison County or The Town of Pitkin of governmental immunity. It is expressly agreed that, the Town of Pitkin shall defend, by an attorney of Gunnison County's choice, indemnify and hold harmless Gunnison County, its officials and employees from all claims, causes of action on litigation that may arise, directly or indirectly, from Gunnison County's obligations or work under this Agreement.

**SECTION VI
RECORDS**

Gunnison County shall maintain records of the time and equipment spent on performing the snow removal and/or plowing services described in this Agreement. Such records shall be available to the Town of Pitkin upon request.

**SECTION VII
NON-ASSIGNABILITY**

Neither party hereto shall assign, sublet or transfer this Agreement nor any interest therein to any other party without the prior written consent of both parties to this Agreement, which consent shall not be unreasonably withheld.

**SECTION VIII
BINDING EFFECT**

Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively.

**SECTION IX
AMENDMENTS**

Any and all modifications or alternations of or additions to or changes in any term, condition, or agreement contained herein shall be void and non-binding unless set forth in writing and signed by both parties hereto.

**SECTION X
TERMINATION**

It is understood and agreed by and between the Town of Pitkin and Gunnison County that is Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

IN WITNESS WHEREOF the parties hereto agree to the foregoing Agreement.

APPROVED on _____, 2018 by the Gunnison County Board of County Commissioners.

COUNTY OF GUNNISON
STATE OF COLORADO

ATTEST:

Deputy Clerk

Phil Chamberland, Chairperson

APPROVED on _____, 2018 by the Pitkin Town Council.

ATTEST:

Town Clerk

Mayor

Town of Pitkin

Plow Routes =



Scale = 1:6100

Disclaimer: The data herein is general in nature and not assumed to be complete nor accurate in its entirety and is therefore to be used with all discretions necessary. The data portrayed should not be relied upon to establish legal title, boundary lines, the precise location of improvements, ownership, maintenance, easements or public right-of-ways.

10/23/2017



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Intergovernmental Agreement for Winte

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Town of Marble, Colorado

Term Begins: November 1, 2022

Term Ends:

Grant Contract #:

Summary:

This is a new IGA that is restating the same terms of the agreement for the County to plow some roads in Marble that we have done for years. The County needs to plow most of these roads to access the County roads that we maintain. Payment is made for actual costs of fuel and equipment time.

Fiscal Impact:

Submitted by: Martin Schmidt

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 10/13/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient; per Public Works, previously reviewed with Matt. ASFR 10.12.22

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 10/12/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/14/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 10/18/2022

**INTERGOVERNMENTAL AGREEMENT FOR
WINTER ROAD MAINTENANCE**

THIS INTERGOVERNMENTAL AGREEMENT made effective on this _____ day of _____, 2022, between the **TOWN OF MARBLE, STATE OF COLORADO**, who shall hereinafter be referred to as "Town of Marble" and the **COUNTY OF GUNNISON, STATE OF COLORADO**, who shall hereinafter be referred to as "Gunnison County," both of which entities are political subdivision of the State of Colorado.

RECITALS

WHEREAS, pursuant to the Colorado Constitution, Article XIV, Section 18(2.a.) and C.R.S.29-1-201, et seq., any political subdivision of the State of Colorado may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, provided that such cooperation or contracts are authorized by each party thereto with the approval of its legislative body; and

WHEREAS, the Town of Marble and Gunnison County desire to enter into an Intergovernmental Agreement to provide for the performance by Gunnison County of winter snow removal and/or plowing on certain streets located within the incorporated Town of Marble; and

WHEREAS, the Town of Marble and Gunnison County deems such Intergovernmental Agreement to be in the best interests of each of their inhabitants;

NOW, THEREFORE, the Town of Marble and Gunnison County in consideration of the agreements and covenants set forth herein; do hereby enter into this Agreement for the provision of winter road maintenance services:

**SECTION I
TERM OF AGREEMENT**

THE TERM of this Agreement shall be for a period of seven months from November 1, 2022 to May 31, 2023, unless otherwise terminated in accordance with Section X below.

**SECTION II
GUNNISON COUNTY WINTER MAINTENANCE
OF MARBLE ROADS**

Gunnison County shall perform winter snow removal and/or plowing maintenance for the Town of Marble only as follows:

1. Gunnison County Public Works Department will provide basic "Road Grader" and "Loader" snow removal service for the Town of Marble only on the Marble town streets as shown on Exhibit A, incorporated herein.
2. The time of plowing will be solely at the discretion of the County.

3. Streets shown as primary streets will be plowed the day of the storm unless heavy snow or equipment failure requires that the equipment be used on CR #3 in the unincorporated County or within the Town.
4. Streets shown as secondary streets will be plowed on the day following a storm as part of regular route clean-up.
5. Streets that have been previously plowed that are marked with *////*, will not be plowed by Gunnison County.
6. Mailboxes and fire hydrants will not be plowed out or shoveled by Gunnison County.
7. Gunnison County will perform such minimal maintenance as is necessary to be able to plow the road and provide safe access for users. Example: Opening a frozen culvert.

SECTION III PAYMENT FOR WINTER MAINTENANCE

Gunnison County will charge the Town of Marble for the diesel fuel used in the provision of services provided under this IGA and the Town of Marble shall pay Gunnison County upon receipt of invoices received specifying the hours the equipment was used and the fuel consumption, which will be determined using equipment manufacturer fuel usage guidelines and actual costs. The Town of Marble acknowledges that such payment does not reimburse Gunnison County for its expenses in the performance of the work.

SECTION IV RESPONSIBILITY FOR ROAD MAINTENANCE AND DAMAGES

The Town of Marble and Gunnison County specifically understand and agree that nothing in this Agreement shall be interpreted to require Gunnison County to perform any general road maintenance on the streets in Marble other than the snow removal and/or plowing contemplated hereunder. Further, it is understood and agreed that Gunnison County shall not be held liable for any roadbed or roadside damages that occur as a result of such snow removal and/or plowing and that the Town of Marble shall be solely responsible for any such road repair or maintenance required as a result of the snow removal and/or plowing performed under this Agreement.

SECTION V INDEMNIFICATION

Nothing in this Agreement is, or shall be construed to be, a waiver by Gunnison County or The Town of Marble of governmental immunity. It is expressly agreed that, the Town of Marble shall defend, by an attorney of Gunnison County's choice, indemnify and hold harmless Gunnison County, its officials and employees from all claims, causes of action on litigation that may arise, directly or indirectly, from Gunnison County's obligations or work under this Agreement.

**SECTION VI
RECORDS**

Gunnison County shall maintain records of the time and equipment spent on performing the snow removal and/or plowing services described in this Agreement. Such records shall be available to the Town of Marble upon request.

**SECTION VII
NON-ASSIGNABILITY**

Neither party hereto shall assign, sublet or transfer this Agreement nor any interest therein to any other party without the prior written consent of both parties to this Agreement, which consent shall not be unreasonably withheld.

**SECTION VIII
BINDING EFFECT**

Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively.

**SECTION IX
AMENDMENTS**

Any and all modifications or alternations of or additions to or changes in any term, condition, or agreement contained herein shall be void and non-binding unless set forth in writing and signed by both parties hereto.

**SECTION X
TERMINATION**

It is understood and agreed by and between the Town of Marble and Gunnison County that is Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

IN WITNESS WHEREOF the parties hereto agree to the foregoing Agreement.

APPROVED on _____, 2022 by the Gunnison County Board of County Commissioners.

COUNTY OF GUNNISON
STATE OF COLORADO

ATTEST:

Deputy Clerk

Jonathan Houck, Chairperson

APPROVED on 10/13/2022, 2022 by the Marble Town Council.

ATTEST:

Town Clerk

Mayor

Trustee

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for CDPHE Office of Public Health Practic

Action Requested: County Manager Signature

Parties to the Agreement: CDPHE

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Contract with CDPHE, their OPHP office, for \$40,000 on behalf of the West Central Public Health Partnership for work on the public health improvement plan. and assessment for the region.

Fiscal Impact:

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 10/13/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. ASFR 10.12.22

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 10/12/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/14/2022

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 10/18/2022

STATEMENT OF WORK

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

II. Project Description: This project serves to support Local Public Health Agency (LPHA) assessment, planning, capacity assessment, and public health improvement (CHAPS) efforts for partnerships, districts, and single LPHAs during the current Preventive Health and Health Services Block Grant cycle that ends on September 30, 2023. By using the updated Colorado Core Public Health Capabilities and Services framework that modernizes government public health, LPHAs will be able to better meet a growing population and address complex public health needs in their assessments, planning, capacity assessments, and public health improvement (CHAPS) efforts. This health project will implement a work plan to progress assessment, planning, capacity assessment, and public health improvement (CHAPS) efforts for Gunnison County Department of Health and Human Services on behalf of The West Central Public Health Partnership (WCPHP) which includes **Hindsdale, Delta, Gunnison, Montrose, Ouray and San Miguel Counties**.

The Preventive Block Grant (PBG) is a federal grant that is distributed and managed by the Office of Public Health Practice, Planning, and Local Partnerships (OPHP) at the Colorado Department of Public Health and Environment (CDPHE) and is therefore, subject to federal funding guidelines, rules, and regulations. The PBG operates on a federal funding cycle that runs from October 1 to September 30.

III. Definitions:

1. CDPHE: Colorado Department of Public Health and Environment
2. CHAPS: Colorado Health Assessment and Planning System
3. LPHA: local public health agency
4. OPHP: Office of Public Health Practice, Planning, and Local Partnerships
5. PBG: Preventive Health Block Grant
6. PHIP: Public Health Improvement Plan

IV. Work Plan:

Goal #1: To deliver core public health services to the citizens of Colorado.	
Objective #1: No later than the expiration date of this contract, contribute to Colorado’s public health system by increasing the LPHA partnerships, districts, or single agency’s knowledge through assessing, planning, or implementing public health improvement (CHAPS) efforts.	
Primary Activity #1	The Contractor shall create a work plan.
Sub-Activities #1	1. The Contractor shall incorporate input from partnership or district members in the work plan.

Primary Activity #2	The Contractor shall implement the work plan.
Sub-Activities #2	<ol style="list-style-type: none"> 1. If the Contractor is a part of a partnership or district, the Contractor shall coordinate activities with the partnership or district members to implement the work plan. 2. The Contractor shall monitor the work plan once implemented. 3. The Contractor shall create work plan updates.
Primary Activity #3	The Contractor shall monitor the PBG award spending.
Sub-Activities #3	<ol style="list-style-type: none"> 1. The Contractor shall monitor the spend down of the PBG award. 2. The Contractor shall update PBG award budgets to show the spend down progress.
Primary Activity #4	The Contractor shall create reports.
Sub-Activities #4	<ol style="list-style-type: none"> 1. The Contractor shall create a mid-year progress report. 2. The Contractor shall create a final report.
Primary Activity #5	The Contractor shall attend meetings.
Sub-Activities #5	<ol style="list-style-type: none"> 1. The Contractor shall attend the post-award meeting with OPHP. 2. The Contractor shall attend one (1) of the progress meetings with OPHP that are in addition to the post-award meeting.
Standards and Requirements	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The work plan shall be aligned with the Colorado Core Public Health Services model. This model is incorporated and made a part of this contract by reference and is available at the following website: https://drive.google.com/file/d/1pk4id8GIKChw3HoyOwgMDy6Yb5VvAtri/view?usp=sharing. 3. The Colorado Core Public Health Services rule 6 CCR 1014-7, Core Public Health Services, effective January 1, 2020 is incorporated and made a part of this contract by reference and is available at the following website: https://www.sos.state.co.us/CCR/eDocketDetails.do?trackingNum=2019-00101. 4. The Contractor shall meet the minimum requirements set forth in the Colorado Public Health Act and the voluntary Public Health Accreditation Board standards. The Colorado Public Health Act is incorporated and made a part of this contract by reference and is available at the following website found at Section 25-1-505 CRS et seq. Title 25 - Public Health and Environment - Article I: Administration - Part 5 Public Health Act - Subpart 2 Public Health Plans: Act) https://advance.lexis.com/container/?pdmfid=1000516&crd=ce3c1f07-423b-4cb6-b85d-e044d3df3322&func=LN.Advance.ContentView.getFullToc&nodeid=AAZAABAABAAF&typeofentry=Breadcrumb&config=0345494EJAA5ZjE0MDIvYy1kNzZkL

[TRkNzktYTkxMS04YmJhNjBINWUwYzYKAFBvZENhdGFsb2e4CaPI4cak6laXLCWyLBO9&action=publictoc&pddocfullpath=%2fshared%2fdocument%2fstatures-legislation%2furn%3acontentItem%3a5TYF-BMJ0-004D-1233-00008-00&pdtofullpath=%2fshared%2ftableofcontents%2furn%3acontentItem%3a8001-T0H0-Y905-54R2-00008-00&ecomp=bgqfkkk&prid=bfdefa9a-646d-4963-ae3f-57da52203d6e](http://www.colorado.gov/pacific/cdphe-lpha/chaps)

5. The Contractor shall use the Colorado Health Assessment and Planning System (CHAPS) guidance as a technical assistance resource for assessment and planning related activities. This document is incorporated and made a part of this contract by reference and is available at the following website:
<https://www.colorado.gov/pacific/cdphe-lpha/chaps>
6. OPHP will provide the work plan template no later than fifteen (15) days after contract execution.
7. The Contractor shall submit a work plan that shall include the following:
 - a. Project goals
 - b. Project objectives
 - c. Project activities
 - d. Colorado Core Public Health Capability or Service related to the goal
 - e. Performance measures
 - f. Outcomes
8. The Contractor shall attend the post-award meeting by phone or video call between the Contractor and OPHP that will take place no later than thirty (30) days after contract execution.
9. OPHP will schedule the post-award meeting with the Contractor with a minimum of 7 calendar days of notice prior to the meeting.
10. The Contractor shall submit the formal project work plan to OPHP using the provided template no later than thirty (30) days after contract execution.
11. The Contractor shall submit the formal project budget to OPHP using the provided template no later than thirty (30) days after contract execution.
12. The Contractor shall submit updated work plans by the following dates: March 31 with the mid-point report, July 15, and August 31 with the final report.
13. The Contractor shall submit updated budgets by the following dates: March 31 with the mid-point report, July 15, and August 31 with the final report.
14. The Contractor shall attend one (1) of the progress meetings by phone or video call with OPHP in addition to the post-award meeting. Meeting dates: January, April, and July.
15. OPHP will provide the mid-year progress report template no later than sixty (60) days after contract execution.
16. OPHP will provide the final report template no later than sixty (60) days before the end of the contract.

	<p>17. The mid-year progress and final reports shall include input from all partnership member agencies or district members, as applicable.</p> <p>18. The Contractor shall maintain current documentation of how funding is spent.</p> <p>19. OPHP may audit the Contractor at any time.</p> <p>20. The Contractor shall provide documentation within five (5) business days of OPHP’s audit request.</p> <p>21. The Contractor shall notify OPHP at least forty-five (45) days prior to the event occurrence if:</p> <ul style="list-style-type: none"> a. The project will go over budget, or b. The awarded funds will not be spent before the end of the grant cycle on September 30 <p>22. The Contractor shall request funding reallocations that exceed 10% of the total award prior to reallocating funds. OPHP will approve or deny the request within 10 business days.</p> <p>23. OPHP will provide technical assistance to the Contractor within five (5) business days of receipt of a question.</p>				
<p>Expected Results of Activity(s)</p>	<ol style="list-style-type: none"> 1. Increased knowledge related to the coordination and implementation of local public health agency assessment, planning, and public health improvement (CHAPS) efforts. 2. Increased knowledge related to alignment between local public health agency partnerships, districts, or single agency projects with the Colorado Foundational Public Health Capabilities and Services framework. 3. More efficient and effective delivery of core public health services that may not occur without the work of the Gunnison County Department of Health and Human Services on behalf of West Central Public Health Partnership (WCPHP). 				
<p>Measurement of Expected Results</p>	<ol style="list-style-type: none"> 1. 90% completion of work plan activities. 2. 90% of performance measures were met in the work plan. 3. 90% of work plan activities that align with a Colorado Core Public Health Capability or Service. 				
	Completion Date				
<p>Deliverables</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td data-bbox="397 1522 1096 1696"> <ol style="list-style-type: none"> 1. The Contractor shall submit the following via email to the OPHP Contract Administrator: <ul style="list-style-type: none"> a. final work plan b. final budget </td> <td data-bbox="1096 1522 1542 1696"> <p>No later than thirty (30) days after the contract execution</p> </td> </tr> <tr> <td data-bbox="397 1696 1096 1864"> <ol style="list-style-type: none"> 2. The Contractor shall submit the mid-year progress update via email to the OPHP Contract Administrator. <ul style="list-style-type: none"> a. updated work plan b. updated budget </td> <td data-bbox="1096 1696 1542 1864"> <p>No later than April 30</p> </td> </tr> </table>	<ol style="list-style-type: none"> 1. The Contractor shall submit the following via email to the OPHP Contract Administrator: <ul style="list-style-type: none"> a. final work plan b. final budget 	<p>No later than thirty (30) days after the contract execution</p>	<ol style="list-style-type: none"> 2. The Contractor shall submit the mid-year progress update via email to the OPHP Contract Administrator. <ul style="list-style-type: none"> a. updated work plan b. updated budget 	<p>No later than April 30</p>
<ol style="list-style-type: none"> 1. The Contractor shall submit the following via email to the OPHP Contract Administrator: <ul style="list-style-type: none"> a. final work plan b. final budget 	<p>No later than thirty (30) days after the contract execution</p>				
<ol style="list-style-type: none"> 2. The Contractor shall submit the mid-year progress update via email to the OPHP Contract Administrator. <ul style="list-style-type: none"> a. updated work plan b. updated budget 	<p>No later than April 30</p>				

	c. pertinent project deliverables related to the assessment and planning process such as planning and assessment meeting minutes, planning and assessment meeting attendee sign-in sheets, and assessment data	
	3. The Contractor shall submit the following via email to the OPHP Senior Public Health Systems & Liaison Professional: a. updated budget	No later than July 15
	4. The Contractor shall submit the final report via email to the OPHP Contract Administrator. a. updated work plan b. updated budget c. pertinent project deliverables related to the assessment and planning process such as planning and assessment meeting minutes, planning and assessment meeting attendee sign-in sheets, and assessment data	No later than August 31

V. Additional Provisions:

The following terms and conditions are in addition to the standard purchase order terms and conditions and are to be read and interpreted in conjunction with the provisions of the purchase order. Wherever used in the following provisions, “Contractor” and “Vendor” shall have the same meaning. Contractor and/or Vendor – any party to which a Purchase Order is issued.

A. Payment of half (½) of the total amount will be distributed in the first and second halves of the Purchase Order Term.

VI. Monitoring:

CDPHE’s monitoring of the purchase order for compliance with performance requirements will be conducted throughout the purchase order period by the Senior Public Health Systems & Liaison Professional of the Office of Public Health Practice, Planning, and Local Partnerships. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable

VII. Resolution of Non-Compliance:

The Contractor will be notified in writing within ten (10) calendar days of discovery of a compliance issue. Within (30) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the Senior Public Health Systems & Liaison Professional of the Office of Public Health Practice, Planning, and

Local Partnerships and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Terms and Conditions of this Purchase Order.

VIII. Attestation:

The Vendor agrees to perform services in accordance with the terms and conditions of the Purchase Order to include Statement of Work and Budget.

Contractor Name (Print) and Title

Contractor Signature

Date

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Request for Applications (RFA)
Colorado Department of Public
Health & Environment

OPHP FFY 2023 Preventive Block Grant (PBG) RFA

RFA # 40795

Application Due Date: Friday, August 19, 2022.

Signature _____

Date _____



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Table of Contents

I. PROJECT BACKGROUND AND OVERVIEW	3
II. PROJECT BUDGET PERIOD, FUNDING PERIOD, AND BUDGET REQUIREMENTS	3
A. Budget Period	3
B. Funding Period	3
C. Budget Requirements	3
III. PROJECT REQUIREMENTS	4
A. Eligibility	4
B. Required Project Components	4
C. Formatting Instructions	4
IV. TOOLS AND GUIDANCE	4
A. Definition of Terms	4
B. Additional Guidance	4
V. SELECTION, EVALUATION, AND AWARDS	4
A. Evaluation:	4
B. Decision and Notification	5
VI. HOW TO APPLY	5
A. Required Documents	5
B. Documents for Applicant Review Only	6
C. Submission Instructions	6
D. Questions and Inquiries	7
E. Pre-application Conference	8

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F. Schedule of Activities

8

I. PROJECT BACKGROUND AND OVERVIEW

The Office of Public Health Practice, Planning, and Local Partnerships (OPHP) invites you to apply for the OPHP FFY 2022-23 Preventive Block Grant (PBG) via this Request for Application (RFA) Google form.

The purpose of this RFA Google form is not to be competitive, but to better understand and match the needs to the funding.

This funding supports assessment, planning, capacity assessment, and public health improvement (CHAPS) efforts of individual LPHAs, district LPHAs, and regional or cross-jurisdictional LPHA partnerships. OPHP's goal is to support a wide variety of LPHAs throughout Colorado and to ensure that this funding supports LPHAs with CHAPS needs.

This funding may be used to fund CHAPS work for the following:

- 1) An LPHA-to-LPHA partnership
- 2) Districts (LPHAs with multiple counties)
- 3) Single County LPHAs

It is anticipated that the funding will scale appropriately for RFA Google form responses with more counties and partnerships, depending on the proposed work/initiative/project.

The total block grant amount being distributed is \$450,000.

Note on LPHA to LPHA Partnerships (#1 above)

Partnerships do not have to be formal, contractual arrangements and they do not have to be geographically proximate. We encourage partnerships among any LPHAs that have common goals and priorities.

Thematic partnerships are also encouraged. These are collaborations anchored by a public health priority area and close geographic proximity is not necessary. An example of a thematic partnership would be LPHA 1 (in the northwest), LPHA 2 (in the east), and LPHA 3 (in the southwest) collaborating on suicide prevention.

Priorities spreadsheet linked here:

<https://docs.google.com/spreadsheets/d/1CxEpAFGm54y0vrKH6TrBGC4tJr-fd464FgdKldqSczM/edit#gid=286090170>

PLEASE NOTE:

This funding is separate from OPHP's Local Planning and Support Funding delivered annually via the funding formula and master contract. The PBG funding is from the CDC's Preventive Health and Health Services Block Grant and project requests are made through this mini-RFI process. The PBG funds are federal dollars and are subject to federal funding guidelines, rules, and regulations. The PBG funding cycle runs from October 1st to September 30st.

II. PROJECT BUDGET PERIOD, FUNDING PERIOD, AND BUDGET REQUIREMENTS

- A. Budget Period - October 1, 2022 to September 30, 2023
- B. Funding Period - October 1, 2022 to September 30, 2023
- C. Budget Requirements - [Budget Template link here](#)

1. Expenses that are not allowed:

- a. In-patient services
- b. Construction purposes
- c. Equipment purchases over \$5,000 (unless pre-approved)
- d. Supplanting loss of state funds
- e. Matches in order to secure other federal grants
- f. Cash payments (includes gift cards, stipends, vouchers)

2. Indirect (F&A) Cost Rate:

Definition: Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or grant account. Indirect costs may be called Facilities and Administration costs (F&A) at some agencies. Indirect costs are different from administrative costs in most cases. For example, a program employee can be considered administrative and not be included in an agency's indirect costs. Costs classified as indirect can differ depending upon your organizational structure and accounting practices but some common examples include depreciation on buildings and equipment, operating and maintenance costs of facilities, and general administrative expenses such as the salaries and expenses of executive officers and accounting or legal staff.

III. PROJECT REQUIREMENTS

A. Eligibility:

This funding may be used to fund CHAPS work for the following:

- 1) An LPHA-to-LPHA partnership
- 2) Districts (LPHAs with multiple counties)
- 3) Single County LPHAs

B. Required Project Components:

- Google Application Form - [RFA Google form link here](#)
- Budget Submission (in google form) - [Budget Template Link here](#)

IV. TOOLS AND GUIDANCE

A. OPHP PBG Website

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

V. SELECTION, EVALUATION, AND AWARDS

The technical aspects of applications will be assessed based on the soundness of the applicant's approach and the applicant's understanding of the requirement. Past

experience/qualifications will be assessed by considering the extent to which the qualifications, experience, and past performance are likely to foster successful, on-time performance. Technical and past experience assessments may include a judgment concerning the potential risk of unsuccessful or untimely performance, and the anticipated amount of State resources necessary to insure timely, successful performance. The State may use all information available regarding past performance as defined in C.R.S. §24-106-107 et.seq.

The program has carefully designed a scoring and selection process to ensure fair selection of the best qualified applicants. The criteria for scoring includes budget, project design, feasibility, partnerships and alignment with the CHAPS process. The criteria for scoring are in direct correlation to the required application components.

Applications that fail to follow all of the requirements may not be considered.

Financial Risk Assessment Rating in Evaluation

The financial risk rating determined from the submitted Financial Risk Assessment Questionnaire or FRMS rating (Local Public Health Agencies only) will be communicated to reviewers during the application review process. Applications that fail to follow all requirements may not be considered.

VI. HOW TO APPLY

Responses must be submitted as specified in this announcement. **Applications that fail to follow all of the requirements may not be considered.**

A. Required Documents

Complete Google Form - [Link here](#) + include Budget submission - [Link here](#)

B. Documents for Applicant Review Only

- [RFA business documents](#) detail the rules and expectations for the RFA process and outlines the terms and conditions that typically appear in State of Colorado contracts.

C. Submission Instructions

See Instructions below for electronic submission

■ **General Information**

This Request for Applications (RFA) is issued by the Colorado Department of Public Health and Environment (CDPHE), also referred to as the "State". The CDPHE contact listed in these instructions is the **sole point of contact** concerning this RFA.

During the solicitation process for this RFA, all official communication with applicants will be via notices on the CDPHE program website listed in the schedule of activities. Notices may include any modifications to administrative or performance requirements, answers to inquiries received, clarifications to

requirements, and the announcement of the apparent winning applicant(s). Applicants are responsible for monitoring for publication of modifications to this solicitation. **It is incumbent upon applicants to carefully and regularly monitor for any such notices.** Applicants are not to contact any other state office or individual regarding this RFA or this project. Applicants are not to rely on any other statements that alter any specification or other term or condition of the solicitation.

Applications must be received on or before the due date and time as indicated in the Schedule of Activities. **Late applications may not be accepted. It is the responsibility of the applicant to ensure that its application is received by the CDPHE at the location listed in these instructions on or before the due date and time.** Applicants mailing their applications must allow sufficient mail delivery time to ensure receipt of their applications by the time specified.

One completed copy of the Request for Application Cover Sheet & Signature Page MUST be signed in ink, preferably blue ink, by a person who is legally authorized to bind the applicant to the application. Submissions that are determined to be at a variance with this requirement may be deemed non-responsive and may not be accepted.

All materials submitted shall become the property of the CDPHE, and will not be returned unless the RFA solicitation is cancelled prior to the submittal due date, in which case applications will be returned unopened or opened only for identification purposes.

■ **Instructions for Electronic Applications**

Applications must be received electronically by no later than by the due date and time indicated on the cover page of this document. Faxed applications will not be accepted. Email your application and all attachments to the following individual:

Program contact name: Holland Shultz
Program contact email: holland.shultz@state.co.us
Division name: OPHP

Applications received via email will receive email confirming the delivery.

D. Questions and Inquiries

- Applicants may make written inquiries via email to obtain clarification of requirements concerning this RFA. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Send all inquiries to:

Program contact name: Holland Shultz
Program contact email: holland.shultz@state.co.us

- Clearly identify your inquiries with:

- a. RFA Number
- b. RFA Title
- c. The section number and paragraph number the inquiry applies to.
 - i.
- Responses to applicant inquiries will be published as outline in the Schedule of Activities by close of business on the date indicated. Applicants are not to rely on any other statements that alter any specification or other term or condition of the RFA.

E. Pre-application Conference

Zoom Meeting Tuesday, July 26, 2022 at 2 pm

Topic: OPHP PBG RFA Office Hours

Time: Jul 26, 2022 02:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85038546229?pwd=0uN8-FAt48Qe-sUIEMK3mk97df92wb.1>

Meeting ID: 850 3854 6229

Passcode: r8Tbpd

One tap mobile

+16699009128,,85038546229#,,,,*511706# US (San Jose)

+12532158782,,85038546229#,,,,*511706# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 850 3854 6229

Passcode: 511706

Find your local number: <https://us02web.zoom.us/j/85038546229?pwd=0uN8-FAt48Qe-sUIEMK3mk97df92wb.1>

F. Schedule of Activities

Schedule of Activities Timeline	Time	Date
RFA Published on OPHP PBG Website	8 am	July 13, 2022
Pre-Application Conference - Informational	2 pm	July 26, 2022
Submit any questions by email to holland.shultz@state.co.us by [July 29, 2022 at 5:00 pm] (No Questions will be accepted after this Date/Time)	5 pm	July 29, 2022
Answers to inquiries and any changes to the RFA published on OPHP PBG Website	8 am	August 12, 2022
Application submission deadline	11:59 om	August 19, 2022
Evaluation Period [1 week]	5 pm	August 26, 2022
Estimated Notification of Award	5 pm	September 2, 2022
Estimated Contract Effective Date The resulting contract may be renewed for a maximum of up to 4 additional years, at the sole discretion of CDPHE) (check with program re: funding)	12:00 am	October 1, 2022

Signature Section:

Name of signer _____

Title of Signer _____

Signature _____

Date _____



COLORADO
Department of Public
Health & Environment

Please download this budget as an Excel file to complete it. Upload the completed budget to the PBG mini-RFI Google Form.

Details, explanations and definitions entered as comments in the cells.

OPHP Preventive Block Grant - PRELIMINARY 12 Month Budget

Contractor Name	Gunnison County
Budget Period	10/1/2022 - 9/30/2023
Project Name	West Central Public Health Partnership Public Health Project

Program Contact Name, Title, Phone and Email	Margaret Wacker, WCPHP Coordinator, 970-641-7913, mwacker@gunnisoncounty.org
Fiscal Contact Name, Title, Phone and Email	Jody Wise, Accountant, 970-461-7679, jwise@gunnisoncounty.org

Expenditure Categories

Personal Services

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Personal Services

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
WCPHP Coordinator	Coordinates the WCPHP meetings, including Public Health Improvement	\$42.61	\$14.00	260	\$14,718.60
WCPHP Grants Coordinator	Coordinates WCPHP Public Health Improvement Plan activities and m	\$29.42	\$10.00	364	\$14,348.88
WCPHP Regional Epidemiologist	Performs regional data analysis and data gathering activities, includin	\$38.08	\$9.00	260	\$12,240.80
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

**Total Personal Services
(including fringe benefits)**

\$41,308.28

Supplies & Operating Expenses

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Meeting Expenses and Food	Cost per meeting = \$150 for meeting expenses	\$150.00	4	\$600.00
Office Supplies	\$20/month for printing and other office supplies related to to WCPHP activities	\$20.00	12	\$240.00

Monthly Computer charge	Gunnison County charges \$167/month per laptop. 3 part-time staff included in	\$250.00	12	\$3,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Supplies & Operating Expenses				\$3,840.00

	Total Indirect	\$2,443.29
	TOTAL	\$51,309

Melanie Bollig

From: Margaret Wacker
Sent: Wednesday, October 12, 2022 10:51 AM
To: Melanie Bollig
Subject: FW: OPHP PBG FY2022-23 Award Announcement

Here is the email with the award amount.

From: Holland Shultz - CDPHE <holland.shultz@state.co.us>
Sent: Friday, September 2, 2022 8:15 AM
To: Margaret Wacker <MWacker@gunnisoncounty.org>
Subject: OPHP PBG FY2022-23 Award Announcement

[EXTERNAL SENDER - USE CAUTION]

Hello Gunnison County Department of Health and Human Services,

The Office of Public Health Practice, Planning, and Local Partnerships reviewed 25 applications for the FFY 2022- 23 Preventive Block Grant and we will be able to fund Gunnison County Department of Health and Human Services for \$40,000.00. Please reply to Holland Shultz, at holland.shultz@state.co.us, if you accept this funding amount, so that we can begin the funding process with you.

Best regards,

Holland Shultz, MPH
Local Public Health Administrative and Contract Liaison



P (720)515-0645
4300 Cherry Creek Drive South, Denver, CO. 80246
holland.shultz@state.co.us | <http://www.colorado.gov/cdphe>

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Contractor Agreement; SG Interests I,

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: SG Interests I

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This Contractor Agreement is a renewal of snow removal services for CR 265 (Buzzard Divide). This remote road primarily serves the property used by SG Interests I in the winter. They have the equipment and ability to plow the road, saving the County time and equipment usage in PW District 4.

Fiscal Impact: \$5,000

Submitted by: Martin Schmidt

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 10/6/2022

County Attorney Review:

Required

Not Required

Comments:

COA notes that (1) the agreement does not contain indemnification, and (2) the independent contractor language is not in bold. However, Public Works has consulted with CAO and decided to move forward with the contracts to prepare for winter plowing.

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 10/12/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/14/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 10/18/2022

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the ___ day of _____, 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and SG Interests I, Ltd., whose address is 100 Waugh Drive, Suite 400, Houston, TX 77007 (herein "Contractor").

RECITALS

The Contractor agrees to provide professional services regarding snow plowing on County Road 265 ("Services") as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A" ("Services").

AGREEMENT

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

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on Appendix "A". All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on July 1, 2023, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County in responding to changing conditions in a timely manner, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Five Thousand Dollars and No/100 U. S. Dollars (\$5,000.00) per season, and as further defined in Appendix A attached hereto. Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth herein.

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement without penalty to Contractor pursuant to paragraph 12 of this Agreement.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

6. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DISCRIMINATION.

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

8. IMMIGRATION COMPLIANCE CERTIFICATION.

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

9. ADA COMPLIANCE.

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

10. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

11. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Contractor and, therefore, Contractor shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion.

12. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Exhibit A.

13. NOTICES.

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

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

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

Contractor: SG Interests I, Ltd.
100 Waugh Drive, Suite 400
Houston, TX 77007
Attn: Robbie Guinn, Vice President-Land

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

Notary Public

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

1. SG Interests (SG) owns and operates a John Deere 770D motor grader with a blade and wing attachment.
2. This same motor grader is stored and used by SG on SG property near Gunnison County Road #265.
3. SG will plow snow on CR #265 (also known as Buzzard Divide Road) from the intersection of Colorado State Highway #133, to the beginning of USFS Road #265 in Section 10, T11S, R90W.
4. SG will plow snow from CR #265 when four inches (4") or more of snow has accumulated. This may require multiple separate plow trips in an eleven hour period.
5. SG will wing the plow route as needed to maintain sixteen feet (16') of driving surface. No snow will be placed in driveways as a result of this activity.
6. SG will ensure that residential and other driveways off CR #265 will not be blocked by windrows of plowed snow. SG will not plow private driveways.
7. No plowing will be required by Gunnison County between the hours of 4:00 PM and 5:00 AM.
8. SG estimates that a complete single plow (est of 4" of snow) of CR #265 (approximately a distance of 5 miles) will take two (2) hours.
9. SG will charge the County \$250.00 per hour for snow plowing services as defined under this agreement.
10. SG agrees to a "Not to Exceed" without notice provision in the Contractor Agreement. SG will provide either a written notice or email if SG estimates the total bill to the County during a single season will exceed \$5,000. SG will only exceed the budgeted amount of \$7,500 limit with prior written or email approval.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Judicial Department, Court S

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This grant was applied for by Ashley Burgemeister, asking for additional funds for courthouse security, on behalf of the Sheriff's Office

Fiscal Impact: 42,057

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 10/13/2022

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. ASFR 10.12.22

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 10/12/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/14/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 10/18/2022

COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2022-2023	
STATEMENT OF GRANT AWARD	GUNNISON COUNTY	

RECIPIENT NAME AND ADDRESS		AWARD NUMBER & TYPE	
Gunnison County c/o Matthew Birnie County Commissioner 200 E VIRGINIA AVE GUNNISON, CO 81230-2248		Award: 2023 JCAK CRTS 14 Type: Annual	
AWARD START DATE:	July 1, 2022	AMOUNT REQUESTED:	\$197,922
AWARD END DATE:	June 30, 2023	AMOUNT AWARDED:	\$42,057
Gunnison County is awarded grant funding to supplement security staffing.			
STATUTORY AUTHORITY FOR THE GRANT			
Section 13-1-201, Colorado Revised Statutes			
GRANT CONDITIONS			
The above grant award is approved subject to such conditions or limitations as are set forth in 2022-2023 Conditions of Grant Award.			
JUDICIAL DEPARTMENT		GRANTEE ACCEPTANCE	
Steven Vasconcellos State Court Administrator Colorado Judicial Department		Matthew Birnie County Commissioner Gunnison County	
SIGNATURE OF APPROVING OFFICIAL		SIGNATURE OF AUTHORIZED RECIPIENT	
DATE		DATE	

COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2022-2023	
CONDITIONS OF GRANT AWARD	PAGE 2	

1. This award shall not be effective or enforceable until the Statement of Grant Award is approved and signed by an authorized signatory of recipient and the State Court Administrator (the "Effective Date").
2. The recipient shall use the funds provided under this award to complete the work detailed in recipient's Court Security Cash Fund Commission Grant Application, attached hereto as Exhibit A, on or before the Award End Date.
3. The Judicial Department shall not be liable to pay or reimburse recipient for any performance hereunder, including, but not limited to costs or expenses incurred, prior to the Effective Date or after the Award End Date.
4. Funds provided under this award shall be used only for eligible costs identified in Exhibit A and in accord with C.R.S. §13-1-201, *et seq.* Failure to use funds for eligible expenses or in compliance with the intent of the Court Security Cash Fund may result in revocation of the award, termination of this grant agreement, and return of funds.
5. The parties understand and agree that the recipient's employees and agents are not employees or agents of the Judicial Department. Recipient shall have no authorization, express or implied, to bind the Colorado Judicial Department to any agreements, liability or understandings except as expressly set forth herein. Each party will be responsible for its acts and those of its employees, agents and subcontractors, if any, during the term of this grant award. The recipient shall pay, when due, all required employment taxes and income tax withholding on any funds paid to it pursuant to this grant award.
6. The maximum amount payable to recipient pursuant to this award is limited to the Amount Awarded as indicated on the Statement of Grant Award to which these conditions are attached.
7. The recipient agrees that reimbursement of salaries and benefits, equipment, training, and other reimbursable expenses will be made quarterly upon receipt of a reimbursement request using the Reimbursement Request Form attached hereto as Exhibit B. The recipient shall submit to courtsecurity@judicial.state.co.us each reimbursement request quarterly, within 15 days following the end of September, December, March, and within 10 days following the end of June. If disbursement of grant funds on a reimbursement basis causes undue hardship for the County, disbursement may be made in accordance with an alternative schedule prepared and agreed to in writing by both parties. The Judicial Department's standard payment procedures are net 45 days following Department's receipt of a fully complete and correct Reimbursement Request. If the Judicial Department determines that the Reimbursement Request is not correct, then the recipient shall make all changes necessary to correct that Reimbursement Request.
8. Onsite monitoring by the Judicial Department may occur during the Award Period. Onsite monitoring shall include but not be limited to, review of financial records and payroll documents, site visits, and inspection of final work product and/or completed services. The recipient agrees to

provide the Judicial Department access to all records, information, and physical locations necessary for the Judicial Department to perform onsite monitoring. The Judicial Department shall provide the recipient advance notice of onsite monitoring visits.

9. The recipient shall make, keep, maintain, and allow inspection and monitoring by the Judicial Department of a complete file of all records, documents, communications, notes, and other written materials, electronic media files, and communications, pertaining in any manner to the work performed under this award. The recipient shall maintain such records for a period of seven years after the Award End Date.
10. The Judicial Department shall have the right to inspect the recipient's performance at all reasonable times and places during the Award Period. The recipient shall permit the Judicial Department and any other duly authorized agent of a governmental agency having jurisdiction to monitor all activities conducted pursuant to this award, to audit, inspect, examine, excerpt, copy and/or transcribe the recipient's records related to this award to assure compliance with the terms hereof or to evaluate performance hereunder. Monitoring activities controlled by the Judicial Department shall not unduly interfere with the recipient's performance hereunder.
11. The Judicial Department may recover, at the Judicial Department's discretion, payments made to County in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by County. The Judicial Department may recover such payments by deduction from subsequent payments under this Grant, deduction from any payment due under any other contracts, grants or agreements between the Judicial Department and County, or by any other appropriate method for collecting debt.
12. The recipient and the Judicial Department shall treat the confidential information of each other with the same degree of care and protection they afford to their own confidential information and shall notify the other party immediately if they receive a request or demand from a third party for records or information of the other party.
13. The recipient certifies that funds provided by the Judicial Department under this award will not be used to supplant local funds.
14. The recipient shall comply with the letter and spirit of all applicable federal, state, and local laws and regulations related to the performance of this award, including but not limited to the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices.
15. The recipient assures that open, competitive procurement procedures will be followed for all purchases of goods and/or services under this award. The recipient shall provide documentation of the competitive procurement procedure followed for any purchase of goods and/or services under this award to the Judicial Department upon the Judicial Department's request.
16. This award shall not be deemed or construed to create a partnership or joint venture between the recipient and the Judicial Department. All persons employed by the recipient or recipient's subgrantees shall be considered employees of the recipient or the recipient's subgrantees and shall not be employees of the Judicial Department for any purpose as a result of this award. For purposes

of this provision, subgrantees means third parties, if any, engaged by the recipient to aid in performance of its obligations under this award.

17. The recipient warrants that it possesses the legal authority to enter into this grant award and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize the signatory signing the Statement of Grant Award to execute this grant award and to bind the recipient to its terms. If requested by the Judicial Department, the recipient shall provide the Judicial Department with proof of the recipient's authority to enter into this grant award within 15 days of receiving such request.
18. The recipient shall maintain at all times during the term of this award such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended (the "CGIA"). The recipient shall show proof of such insurance satisfactory to the Judicial Department, if requested by the Judicial Department.
19. Nothing in the terms and conditions of this award shall be construed as a waiver, express or implied, by either Party of any of the immunities, rights, benefits, protections, or other provisions afforded them pursuant to the CGIA, as now or hereafter amended. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement or any amendment hereto.
20. The recipient shall require each contract with subgrantees, other than those that are public entities within the meaning of the CGIA, providing goods or services in connection with this award to include insurance requirements substantially similar to the following:
 - a. Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of subgrantee's employees acting within the course and scope of their employment.
 - b. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, subgrantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.
 - c. Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
 - d. The recipient and the Judicial Department shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies.

- e. Coverage required by these terms shall be primary over any insurance or self-insurance program carried by the Judicial Department.
- f. The recipient shall require all insurance policies in any way related to this award and secured and maintained by the recipient's subgrantees to include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against the Judicial Department, its agencies, institutions, organizations, officers, agents, employees and volunteers.

For purposes of this provision, subgrantees means third parties, if any, engaged by the recipient to aid in performance of its obligations under this award.

- 21. If the recipient fails to comply with the terms and conditions of this award, the Judicial Department may (i) terminate or revoke this award in whole or in part; (ii) suspend the recipient's performance with respect to all or any portion of this award pending necessary corrective action as specified by the Judicial Department, during which period of suspension the Judicial Department shall not be liable to reimburse the recipient for costs incurred; (iii) withhold payment to the recipient until corrections in the recipient's performance are satisfactorily made and completed; (iv) demand removal of any of the recipient's subgrantees whom the Judicial Department deems incompetent, careless, insubordinate, unsuitable, or other unacceptable, or whose continued relation to this award is deemed to be contrary to the public interest; and (v) pursue any other remedy available by law, including requiring the return of improperly expended funds.
- 22. In the event that funding for any activity established by this award is discontinued or decreased by the State of Colorado, the Judicial Department may terminate this award or reduce its scope without penalty effective immediately upon receipt of notice of such termination or reduction. In the event of such termination or reduction, the recipient shall be compensated for the value of services actually and satisfactorily performed, if any, prior to the effective date of the termination or reduction.
- 23. The construction, interpretation and performance of this award shall be governed by the laws of the State of Colorado, and any claim arising out of or relating to this award shall be brought exclusively in the state courts of Colorado.
- 24. Enforcement of all rights and obligations hereunder are reserved solely to the Judicial Department and recipient. Any services or benefits which third parties receive as a result of this Agreement are incidental and do not create any rights for such third parties.

EXHIBIT A

COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2022-2023	
GRANT APPLICATION	GUNNISON COUNTY	

1. County: Gunnison County
2. Applicant Name: Ashley Burgemeister
3. Applicant email: ashley.burgemeister@judicial.state.co.us
4. Application Type: Annual
5. Requested Amount – Personnel: \$197,922
6. Requested Amount – Equipment: \$0
7. Requested Amount – Training: \$0
8. Confirm Total Requested Amount: \$197,922
9. How will grant funds be used?:

Through funding from the Court Security Cash Fund Commission, a Gunnison County Sheriff's Office deputy (security officer) has provided security at the Gunnison County Combined Courts (courthouse) since January 2019. The workload of the security officer has continued to increase, particularly following the resumption of jury trials and increased case filings this fiscal year. In the first three quarters of this fiscal year, the security officer has responded to three times more advance security requests from judicial and probation officers and staff than she did throughout the last fiscal year—115 total. In addition to those specific security requests, the security officer prevented more than 150 cutting tools and other weapons from entering the courthouse, responded to numerous courthouse physical security concerns, and addressed ten specific threats to courthouse staff. In the most recent quarter of this fiscal year, the security officer has responded to, and deescalated, 18 disorderly individuals within the courthouse.

The security officer can provide an immediate response to situations that necessitate law enforcement presence in a courtroom, probation, or court office, or throughout the courthouse. In the past, law enforcement response times to the courthouse varied from three to twenty minutes. However, the need for an additional security officer to adequately secure the courthouse is apparent. With only one deputy assigned to the courthouse, additional security must be requested in advance of a trial, hearing, or docket to simultaneously secure the single point of entry and courtrooms, probation offices, or other locations in the courthouse. It is often difficult to plan for security situations in the courthouse, and having only one security officer tasked with securing the single point of entry, courtrooms, probation offices and the Court Clerk's Office creates a security risk for staff throughout the courthouse, including court and probation employees, and the public conducting business throughout the courthouse.

Gunnison County has made a significant investment in the local courts—the county spent nearly \$18 million to build the new courthouse and covers all operating costs of the building. In addition, the County continues to financially support courthouse security. Gunnison County funds the supplies, uniforms, vehicle, and training for the security officer position. The County has also provided security equipment and training to court and probation staff. However, due to staff shortages and budget constraints, the Gunnison County Sheriff's Office is unable to staff the courthouse with a deputy without outside funding.

Pursuant to Colorado Department of Local Affairs, Gunnison County qualifies as a priority county based on the following two criteria—per capita income is below the state median and total population living below the federal poverty level greater than the state median. It is of note that, due to the location of judicial employees, space and resources, the courthouse also handles many district court cases and probation clients from Hinsdale County, another statutory priority county.

To provide adequate security within the courthouse, particularly at the single point of entry, in courtrooms and probation offices, the Gunnison County Security Team respectfully requests funding in the amount of \$197,922 to support two full-time courthouse security officers. That figure reflects the salary of two full-time Gunnison County Sheriff's Office patrol deputies. If funding for two security officers is unavailable, we request \$98,961 for continued funding of the current courthouse security officer.

10. Chief Judge Approval: Agree

By checking the "Agree" box below and typing in the Chief Judge's name and mail, I hereby attest that individual has authorized the submission of this grant application.

11. Chief Judge Name: J. Steven Patrick

12. Chief Judge email: steven.patrick@judicial.state.co.us

13. County Commissioner Approval: Agree

By checking the "Agree" box below and typing in the County Commissioner's name and mail, I hereby attest that individual has authorized the submission of this grant application.

14. County Commissioner Name: Matthew Birnie

15. County Commissioner email: mbirnie@gunnisoncounty.org

16. Sheriff Approval: Agree

By checking the "Agree" box below and typing in the Sheriff's name and mail, I hereby attest that individual has authorized the submission of this grant application.

17. Sheriff Name: John Gallowich

18. Sheriff email: jgallowich@gunnisoncounty.org

EXHIBIT B

COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2022-2023	
REIMBURSEMENT REQUEST FORM	GUNNISON COUNTY	

Reimbursement requests must be submitted at least quarterly along with supporting documentation to:

CourtSecurity@judicial.state.co.us

within 15 days following the end of Sep, Dec, Mar, and within 10 days following the end of Jun

(If there are no expenses to be reimbursed during the quarter, please send an email stating such by those dates)

RECIPIENT NAME AND ADDRESS		AWARD NUMBER & TYPE	
Gunnison County		Award: 2023 JCAK CRTS 14 Type: Annual	
AWARD START DATE:	July 1, 2022	GRANT AWARD:	\$42,057
AWARD END DATE:	June 30, 2023		
REIMBURSEMENT REQUEST			
PERSONNEL		\$	
EMERGENCY GRANTS ONLY		\$	
EQUIPMENT		\$	
TRAINING		\$	
TOTAL		\$	
GRANTEE CERTIFICATION AND APPROVAL OF REIMBURSEMENT REQUEST			
I certify that (i) the request for funds contained herein is a true and accurate reflection of an expenditure (or expenditures) incurred for eligible costs identified in the grant award; (ii) the expenditure has not otherwise been reimbursed; and (iii) this request is being made in compliance with the terms and conditions of the grant award.			
SIGNATURE OF APPROVING OFFICIAL:			
TITLE:			
DATE:			
JUDICIAL USE ONLY			
CORE Coding: JAAA 20W0 JCAKG CRTS GUNN FSDV 5120		Vendor: VC0000000014260	
		Address Code: CN001	
Approved by:			
Date:			

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Professional Services Agreement; Cres

Action Requested: County Manager Signature

Parties to the Agreement: Crested Butte State of Mind

Term Begins: 7/1/22

Term Ends:

Grant Contract #:

Summary:

HHS would like to contract with CBSOM to provide mental health counseling sessions for early childhood teachers through the Circle Grant.

Fiscal Impact:

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 10/13/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. ASFR 10.12.22

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 10/12/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/14/2022

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 10/18/2022

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 27th day of September, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein “Gunnison County”) and Crested Butte State of Mind whose address is PO Box 1083, Crested Butte, CO 81224 (herein “Contractor”).

RECITALS

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

AGREEMENT

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

1. SERVICES.

- Contractor will hold funding for therapeutic services for early childhood teachers in Gunnison and Hinsdale Counties.
- Contractor will match early childhood teachers to mental health counselors in the CBSOM network to provide therapy services.
- Contractor will pay for 8-16 early childhood teachers to receive 5-10 free therapy sessions.
- Contractor will track the number of early childhood teachers serves and funds dispersed.

Gunnison County will assist Contractor in program promotion and connecting early childhood teachers to online application for services.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor’s profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on May 30, 2023, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Strategic Result #6. By December 31, 2020, Gunnison County will facilitate efforts in the valley to increase the number of child care and pre-K slots and enhance the opportunities for small business startups for child care/preschool, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed eight thousand and No/100 U. S. Dollars (\$8,000.00). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement.

5. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred

Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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

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

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

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

unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

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

8. DISCRIMINATION.

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

9. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. To the extent required by law, Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. To the extent required by law, Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. To the extent required by law, Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

11. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.
- d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

- i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

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

14. OWNERSHIP OF PROPERTY.

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

15. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

16. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

17. NO THIRD-PARTY BENEFICIARY.

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

18. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or

potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

19. FORCE MAJEURE.

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

20. NOTICES.

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

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

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

Contractor: Crested Butte State of Mind
PO Box 1083
Crested Butte, CO 81224

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

21. GOVERNING LAW.

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

22. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

23. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Contractor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or

modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

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

24. RECORDS.

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

25. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

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

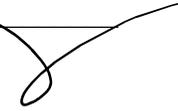
BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____

ATTEST:

Deputy Clerk

CONTRACTOR

By: 
Crested Butte State of Mind 

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Letter of Support; Public Works grant

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is a letter of submittal for a design grant for the bridge over the slate river on the Gothic Road. This bridge is functionally deficient and in fair condition. Because of the number of cars per day on the road, it rises to the top of the list for replacement.

Fiscal Impact: 60,000

Submitted by: Martin Schmidt

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 10/13/2022

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/14/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 10/18/2022



Gunnison County Board of County Commissioners

Phone: (970) 641-0248 • Fax: (970) 641-3061

Email: bocc@gunnisoncounty.org • www.GunnisonCounty.org

October 29, 2022

Mr. Eric Bergman
Colorado Counties, Inc.
1144 Sherman Street
Denver, CO 80203
ebergman@ccionline.org

RE: Submittal of Application for SHC Bridge Funding – GUN317-00.40A

Dear Mr. Bergman:

Gunnison County's application for State Highway Bridge funds for the **design** of an essential structure in our county is included with this submittal letter. Gunnison County built many bridges under the previous state bridge program, but we have not built a structure using this funding since the 1980's. The GUN317-00.40A bridge is the only link on County Road 317 between Crested Butte and Mt. Crested Butte. Completing the design is critical to being prepared for the eventual reduction in the condition assessment of this functionally deficient bridge.

We have budgeted the funds for the match required by this submittal. We appreciate the opportunity that this program offers for local governments to apply for funding for projects that we do not have the financial resources to build without financial support.

Sincerely,

Gunnison County Board of County Commissioners

Jonathan Houck, Chair

Liz Smith, Commissioner

Roland Mason, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Professional Services Agreement; Moun

Action Requested: County Manager Signature

Parties to the Agreement: Mountain Roots

Term Begins:

Term Ends:

Grant Contract #:

Summary:

HHS would like to contract with Mountain Roots to provide food for early childhood teachers between 10/21 and 5/23 through the Circle Grant funding.

Fiscal Impact:

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 10/13/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. ASFR 10.12.22.

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 10/12/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/14/2022

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 10/18/2022

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 27th day of September, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein “Gunnison County”) and Mountain Roots Food Project whose address is 107 East Georgia Avenue, Gunnison, CO 81230 (herein “Contractor”).

RECITALS

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

AGREEMENT

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

1. SERVICES.

The Contractor shall provide food boxes for early childhood teachers in Gunnison and Hinsdale Counties from October 2022 – May 2023.

Contractor will provide food boxes for early childhood teachers as outlined below:

- 80 October Harvest Boxes for early childhood teachers – October 2022
- 80 Thanksgiving Boxes for early childhood teachers – November 2022
- 80 Winter Holiday Boxes for early childhood teachers – December 2022
- 6 monthly boxes for licensed home care providers – January 2023 – May 2023
- 30 boxes/week delivered to 6 licensed care centers in Gunnison County – January 2023- May 2023

Gunnison County will assist Contractor in arranging for food box deliveries and center/early childhood teacher enrollment into the program.

Contractor shall furnish all other materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor’s profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on May 30, 2023, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Strategic Result #6. By December 31, 2020, Gunnison County will facilitate efforts in the valley to increase the number of child care and pre-K slots and enhance the opportunities for small business startups for child care/preschool, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed thirty-six thousand and No/100 U. S. Dollars (\$36,000.00). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement.

5. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million

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

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

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

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

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

8. DISCRIMINATION.

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

9. IMMIGRATION COMPLIANCE CERTIFICATION.

a. To the extent required by law, Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

b. To the extent required by law, Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

c. To the extent required by law, Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

11. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.
- d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to

any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

- h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

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

14. OWNERSHIP OF PROPERTY.

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

15. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

16. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

17. NO THIRD-PARTY BENEFICIARY.

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

18. CONFLICT OF INTEREST.

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

19. FORCE MAJEURE.

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

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

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

Contractor: Mountain Roots Food Project
107 East Georgia Avenue
Gunnison, CO 81230

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

21. GOVERNING LAW.

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

22. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

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

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

23. ENTIRE AGREEMENT.

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

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

24. RECORDS.

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

25. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____

ATTEST:

Deputy Clerk

CONTRACTOR



Holly Conn, Executive Director

By: _____
Mountain Roots Food Project

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Reports

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Present Monthly, Investment and Quarterly interest reports

Fiscal Impact:

Submitted by: Debbie Dunbar

Submitter's Email Address: ddunbar@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/14/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 10/18/2022

TREASURER'S MONTHLY REPORT FOR SEPTEMBER 2022

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
	\$	\$	\$	\$
COUNTY FUNDS				
Due from Tre-County General	13,552,489.32	2,118,856.68	(607,181.65)	15,064,164.35
Due from Tre-Road & Bridge	4,400,605.72	53,768.25	(137,333.01)	4,317,040.96
Due from Tre-Human Services	519,558.62	1,795.57	(74,019.69)	447,334.50
Due from Tre-Public Health Agency	156,174.13	4,618.22	(75,065.09)	85,727.26
Due from Tre-Conservation Trust	152,581.10	-	(13,052.47)	139,528.63
Due from Tre-Bond Fund	871.18	-	(6.68)	864.50
Due from Tre-Airport	1,714,377.25	64,981.54	(47,140.17)	1,732,218.62
Due from Tre-Sales Tax	4,884,878.31	444,136.32	(37,497.65)	5,291,516.98
Due from Tre-Land Preservation	1,261,594.46	62,210.61	(10,145.76)	1,313,659.31
Due from Tre-Mosquito	38,972.50	445.16	(15,687.34)	23,730.32
Due from Tre-Sage Grouse	189,640.16	33,190.67	(1,707.80)	221,123.03
Due from Tre-Risk Management	149,777.91	8,759.00	(82,541.54)	75,995.37
Due from Tre-Airport Construction	4,485,701.96	-	(4,481,209.89)	4,492.07
Due from Tre-Capital Projects	1,890,582.84	1,659,140.48	(27,205.40)	3,522,517.92
Due from Tre-Sewer	1,498,247.90	73,233.48	(193,162.73)	1,378,318.65
Due from Tre-Water	828,898.03	39,186.47	(7,254.68)	860,829.82
Due from Tre-Solid Waste	54,376.19	208,140.99	(259,947.11)	2,570.07
Due from Tre-Housing Authority	876,983.63	20,301.64	(7,040.65)	890,244.62
Due from Tre-Gunn Sr Housing	43,827.99	21,991.54	(18,162.68)	47,656.85
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	2,327,924.66	952.28	(148,713.01)	2,180,163.93
Due from Tre-Internal Service II	790,666.75	10,246.69	(8,124.27)	792,789.17
Due from Tre-Insurance Trust	2,070,323.70	96,567.10	(17,099.51)	2,149,791.29
Due from Tre-Local Marketing District	2,112,047.25	-	(77,940.46)	2,034,106.79
Due from Tre-Rural Trans Auth	6,403,725.14	2,803.81	(359,788.13)	6,046,740.82
Due from Tre-Public Trustee Agency	4,160.58	15,028.28	-	19,188.86
Due from Tre-Series 2010 Bond Reserve	235.75	-	(1.81)	233.94
Due from Tre-Terminal Construction	736,587.04	-	(5,645.27)	730,941.77
Due from Tre-Courthouse Renovation	69.19	-	-	69.19
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	-	-	-
Due from Tre-Trees Fees	-	13,268.10	(13,268.10)	-
Due from Tre-Health Claims	74,756.29	76,577.22	(87,103.74)	64,229.77
Due from Tre-Landfill Closure	1,085,092.00	29,682.44	(8,543.73)	1,106,230.71
Due from Tre-Landfill Cons Resv	1,002,208.26	110,429.94	(8,527.36)	1,104,110.84
Due from Tre-Payroll Clearing	9,239.67	772,478.68	(772,688.76)	9,029.59
Due from Tre-Sewer Reserve	96,136.00	-	-	96,136.00
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	13,499.73	-	(103.46)	13,396.27
Due From Tre-Housing Authority Restricted Deposits	11,000.00	-	-	11,000.00
Due From Tre-Housing Authority Restricted Cash #2	277,625.29	-	-	277,625.29
Due from Tre-Accounts Payable Clearing	565,071.66	4,714,794.89	(4,070,689.97)	1,209,176.58
Due from Tre-Finance Revenue Clearing	-	3,895,974.21	(3,895,974.21)	-
Due from Tre-Water Resource	58,004.19	-	(7,975.88)	50,028.31
Due from Tre-Workforce Impact Fees	-	379,641.64	(2,909.61)	376,732.03
Due from Tre-Living Community	11,364.88	4,250.35	(11,861.83)	3,753.40
COUNTY FUNDS TOTAL	54,434,464.43	14,937,452.25	(15,592,321.10)	53,779,595.58
CITIES AND TOWNS	\$	\$	\$	\$
Due from Tre-Crested Butte General	10,920.21	11,526.92	(11,182.02)	11,265.11
Due from Tre-Crested Butte Street/Alley	6,383.69	3,861.51	(7,260.68)	2,984.52
Due from Tre-Gunnison City General	11,128.08	7,506.51	(11,243.00)	7,391.59
Due from Tre-Marble General	1,013.72	1,301.42	(1,034.55)	1,280.59
Due from Tre-Mt Crested Butte General	25,972.04	13,021.49	(26,608.40)	12,385.13
Due from Tre-Pitkin General	490.57	306.09	(491.90)	304.76
CITIES AND TOWNS TOTAL	55,908.31	37,523.94	(57,820.55)	35,611.70
SCHOOLS	\$	\$	\$	\$
Due from Tre-Gunn RE1J Gen	305,435.35	1,000,600.97	(313,439.87)	992,596.45
Due from Tre-Gunn RE1J Bond	67,321.78	25,382.04	(70,331.12)	22,372.70
Due from Tre-Delta 50J General	8,046.41	12,513.15	(8,047.32)	12,512.24
Due from Tre-Delta 50J Bond	247.44	68.52	(247.44)	68.52
Due from Tre-Montrose RE1J General	2,952.12	1,259.57	(2,952.80)	1,258.89
Due from Tre-Montrose RE1J Bond	275.73	34.94	(275.73)	34.94
Due from Tre-Reij 2014 Mill Override	33,586.70	12,694.77	(35,120.00)	11,161.47

SCHOOLS TOTAL	417,865.53	1,052,553.96	(430,414.28)	1,040,005.21
IMPROVEMENT DISTRICTS	\$	\$	\$	\$
Due From Tre-Gunn Rising #2	5.57	1.76	-	7.33
Due From Tre-Gunn Rising #3	-	-	-	-
Due From Tre-Gunn Rising #4	-	-	-	-
Due from Tre-CO River Water CD	7,536.59	4,754.88	(7,814.48)	4,476.99
Due from Tre-Reserve MD2	2,626.90	1,215.68	(3,197.40)	645.18
Due from Tre-Mt Crested Butte DDA	17,007.09	4,334.79	(17,137.13)	4,204.75
Due from Tre-Bostwick Park Water CD	19.24	44.67	(19.94)	43.97
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	6,131.42	3,663.48	(6,160.20)	3,634.70
Due from Tre-Mt CB Water/San	19,313.40	10,427.18	(20,285.54)	9,455.04
Due from Tre-East River Regional SD	3,481.32	1,749.18	(3,510.42)	1,720.08
Due from Tre-Cemetery	5,038.70	2,359.26	(5,242.00)	2,155.96
Due from Tre-Gunn Co Metro Rec Dist	14,360.46	8,763.49	(14,905.80)	8,218.15
Due from Tre-N Fork Water CD	128.09	136.41	(128.09)	136.41
Due from Tre-Skyland MD	12,087.21	5,897.65	(12,122.13)	5,862.73
Due from Tre-Upper Gunn Water CD	27,307.96	16,779.87	(28,368.16)	15,719.67
Due from Tre-Crested Butte Fire PD	52,125.43	36,360.12	(54,081.88)	34,403.67
Due from Tre-Gunn Co Fire PD	21,727.87	11,631.79	(22,870.98)	10,488.68
Due from Tre-Carbondale & Rural Fire PD	4,255.45	4,498.43	(4,342.49)	4,411.39
Due from Tre-Ragged Mt Fire PD	912.89	895.36	(914.44)	893.81
Due from Tre-Arrowhead Fire PD	974.67	541.61	(980.71)	535.57
Due From Tre-Library General Fund	28,581.11	18,031.81	(29,634.60)	16,978.32
Due From Tre-Reserve MD#2 BOND 2016A	7,683.19	3,849.37	(7,683.19)	3,849.37
Due From Tre-North Fork Ambulance Health Service D	1,789.51	1,768.55	(1,792.24)	1,765.82
Due From Tre-Reserve MD #2 BOND 2016B	1,021.44	472.67	(1,021.44)	472.67
Due From Tre-Reserve MD #2 BOND 2016C	894.09	413.81	(894.09)	413.81
Due From Tre-Crested Butte Fire PD Bond	28,641.57	19,978.97	(29,716.52)	18,904.02
IMPROVEMENT DISTRICTS TOTAL	263,651.17	158,570.79	(272,823.87)	149,398.09
MISC CONTROL	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	683,733.24	573,599.90	(694,984.55)	562,348.59
Due from Tre-Clerk Sales Tax	21,521.39	62,144.38	(83,665.77)	-
Due from Tre-SOT	-	352,474.98	(352,474.98)	-
Due from Tre-State Auto	-	281,959.14	(281,959.14)	-
Due from Tre-Clerk ST Domestic Abuse	-	940.00	(940.00)	-
Due from Tre-Clerk State Registrar	204.00	141.00	(345.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	1,126.00	(1,126.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	13,657.55	-	-	13,657.55
Due from Tre-Inmate Trust	30,610.38	37,135.49	(35,804.64)	31,941.23
Due from Tre-Investment Interest	-	478,553.34	(478,553.34)	-
Due from Tre-Treas Deed	3,779.25	820.90	(1,165.00)	3,435.15
Due from Tre-Unused Remittances	800,703.56	-	(793,767.36)	6,936.20
Due from Tre-Elected Official Fees Clrg	25,914.67	52,192.21	(57,273.66)	20,833.22
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	1,580,124.04	1,841,087.34	(2,782,059.44)	639,151.94
GRAND TOTALS	56,752,013.48	18,027,188.28	(19,135,439.24)	55,643,762.52

TO THE HONORABLE JONATHAN HOUCK , CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, IN THE STATE OF COLORADO:

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of September 2022.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

TREASURER'S QUARTERLY INTEREST REPORT
FOR GUNNISON COUNTY
FOR THE PERIOD OF JULY - SEPTEMBER 2022

INVESTMENT INTEREST:					
FUND	#	CURRENT QUARTER	YEAR TO DATE	BUDGETED	% OF BUDGET
COUNTY GENERAL	1	-178,334.73	(488,096.56)	120,740.00	-404.25%
ROAD & BRIDGE	2	-44,557.77	(104,519.54)	4,000.00	-2612.99%
HEALTH AND HUMAN SERVICES	3	-4,575.38	(14,285.18)	8,000.00	-178.56%
PUBLIC HEALTH AGENCY	4	-895.80	(4,263.61)	800.00	-532.95%
CONSERVATION TRUST	7	-1,430.59	(4,207.94)	500.00	-841.59%
BOND FUND	8	-8.69	(25.56)	100.00	-25.56%
AIRPORT OPERATIONS	10	-18,044.03	(66,983.13)	2,000.00	-3349.16%
SALES TAX REVENUE	12	-49,619.46	(137,579.69)	4,000.00	-3439.49%
LAND PRESERVATION	13	-13,191.71	(33,875.08)	1,500.00	-2258.34%
MOSQUITO	30	-243.67	(1,243.89)	640.00	-194.36%
SAGE GROUSE	32	-2,175.92	(5,964.83)	1,000.00	-596.48%
RISK MANAGEMENT FUND	34	-918.71	(5,915.10)	600.00	-985.85%
AIRPORT CONSTRUCTION	41	-11,134.94	(73,452.19)	-	
COUNTY CAP EXPEND	43	-31,470.82	(39,838.16)	-	
SEWER FUND	50	-13,522.79	(43,635.41)	2,000.00	-2181.77%
WATER FUND	51	-8,572.02	(25,009.78)	500.00	-5001.96%
SOLID WASTE OPERATIONS	52	-100.09	(5,296.41)	1,000.00	-529.64%
HOUSING AUTHORITY	70	-8,917.12	(25,726.80)	500.00	-5145.36%
GUNN SR HOUSING	71	-544.58	(1,072.92)	100.00	-1072.92%
ISF I	80	-22,385.65	(56,214.69)	2,000.00	-2810.73%
ISF II	82	-7,846.22	(24,694.35)	1,000.00	-2469.43%
HEALTH INS ISF-III	90	-21,472.01	(54,880.99)	1,500.00	-3658.73%
GRVL MARKETING DISTRT	91	-21,254.68	(56,487.05)	15,000.00	-376.58%
RURAL TRANSPORT AUTH	92	-61,179.25	(193,129.22)	25,000.00	-772.52%
BUILDING CONSTRUCTION RES	101	-2.35	(6.92)	-	
TERMINAL CONSTRUCTION	102	-7,349.24	(21,608.97)	1,000.00	-2160.90%
HEALTH CLAIMS	115	-685.74	(1,851.31)	-	
SOLID WASTE CLOSURE	125	-11,078.54	(31,552.43)	3,000.00	-1051.75%
SOLID WASTE CONSTRUCT. RES.	126	-10,937.40	(28,358.00)	2,000.00	-1417.90%
SEWER RESERVE	135	-957.82	(2,791.54)	-	
WATER - RESTRICTED	136	-782.07	(2,279.32)	-	
SR HOUSING DEPOSITS	140	-134.69	(396.04)	-	
WATER RESOURCES	150	-520.57	(1,643.48)	100.00	-1643.48%
WORKFORCE IMPACT FEE	155	-2,909.61	(2,909.61)	-	
TOTAL		(557,754.65)	-1,559,795.68	198,580.00	-785.47%

Gunnison County Treasurer						
Investment Report						
30-Sep-22						
CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	59,285.26			Cash	N/A
Bank of the West	1101	1,253,076.32	0.00%		Chkg	N/A
Bank of the West CC	1103	156,875.20	0.00%		Chkg	N/A
Bank of the West MM	1104	5,500,551.55	0.25%		MMA	N/A
Bank of the West Sheriff Account	1109	11,864.55	0.00%		check	N/A
Wells Fargo Warrant Clearing	1145	916,060.35	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	9,789,393.93	0.00%		Chkg	Mo
Colostr Plus	1118	1,017,053.54	2.42%		Pool	Mo
C-Safe	1121	3,630,881.84	2.64%		Pool	Mo
Community Banks of Colorado MM	1320	1,285,067.38	0.25%		MMA	Mo
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	N/A
Solera Savings	1161	1,029,715.65	0.20%		MMA	Quarterly
Investment Clearing	1199	25,090.56	0.01%		MMA	Mo
TOTAL CASH AND CHECKING		24,829,076.45			44.61%	
INVESTMENTS						
American Express AD582	1214	236,245.66	3.40%		CD	M/MAT 6/29/27 5 YRS
AXOS Bank DAH1	1275	242,665.36	1.55%		CD	M/Mat 3/27/23 3 yrs
Bank Hapoalim A2C3	1252	237,336.89	0.30%		CD	SA/ Mat 8/21/23
Bank Midwest 7928	1302	-				closed
Bank Midwest 8479	1303	-				closed
Bank of Baroda HMT7	1260	223,182.75	0.65%		CD	SA/Mat 7/22/25 5 yrs
Bankwell BCL3	1261	238,134.85	0.40%		CD	SA/Mat 7/28/23 3 yrs
BMO Harris Bank XAN0	1259	223,823.42	0.55%		CD	Qtrly/Mat 7/29/24 yrs
BMW Bank AKJ2	1343	229,992.52	2.10%		CD	SA/Mat 9/15/21 4yr
Cadence Bank RGA6	1272	241,905.40	1.30%		CD	SA/Mat 4/17/23 3yrs
Capital One Bank RPN5	1271	230,059.41	1.45%		CD	SA/Mat 4/15/25 5 yrs
Capital One Bank USA HF75	1213	237,445.91	3.45%		CD	M/Mat 6/29/27 5 YRS
Coitway Bank 9MQ5	1328	243,926.41	3.15%		CD	SA/Mat 6/8/2023 5 yrs
Coitic Bank RRH2	1304	235,761.54	1.85%		CD	SA/Mat 8/30/24 5 yr
Citibank QK40	1330	244,105.75	3.10%		CD	SA/MAT 5/4/23
Community Bank 5908	1202	252,718.92	1.30%		CD	Annually/ Mat 9/19/24
Community Bank 7784	1203	245,203.05	1.30%		CD	Annually/ Mat 9/19/24
Discover Bank 3N341	1209	239,117.55	3.45%		CD	SA/ Mat 7/29/26
East Boston Savings PDL2	1254	233,323.05	0.30%		CD	SA/ Mat 2/12/24
Enerbank TQJ2	1257	242,706.06	0.30%		CD	SA/Mat 7/24/23 3 yrs
FFCB EMZV5	1233	455,171.00	0.73%		AG	SA/Mat 5/19/25 4 yrs callable
FFCB L6U3	1251	240,997.25	0.28%		CD	SA/Mat 9/14/23 3 yrs callable
FFCB MHL9	1247	478,170.00	0.31%		AG	SA/Mat 11/30/23 3 yrs callable
FFCB MJT0	1245	436,521.89	0.60%		AG	SA/Mat 12/9/25 5 yrs callable
FHLB AMDV1	1236	446,427.00	1.00%		AG	SA/Mat 5/12/26 5 yrs callable
FHLB AMDY5	1235	445,564.50	1.00%		AG	SA/Mat 5/20/26 5 yrs callable
FHLB AMJN3	1234	445,553.00	0.55%		AG	SA/Mat 5/26/26 5yrs callable
FHLB AMTQ5	1236	321,389.25	0.50%		AG	SA/Mat 12/30/24 4.6yrs callable
FHLB AMTZ5	1235	313,643.40	0.75%		AG	SA/Mat 11/28/25 4yrs callable
FHLB AMXJ6	1234	463,465.00	0.50%		AG	SA?Mat 9/30/24 3.25 yrs callable
FHLB ANG95	1227	440,272.00	0.50%		AG	SA/Mat 8/24/26 5 yrs callable
FHLB AR6F33	1219	472,246.00	2.00%		AG	SA/MAT 3/24/25 3 yrs callable
FHLB ARC33	1220	551,959.80	2.30%		AG	SA/MAT 3/29/27 5 yrs callable
FHLB ARUR0	1217	473,794.00	3.20%		AG	SA/MAT 5/10/27 5 YRS CALLABLE
FHLB BS58	1204	488,006.00	4.00%		AG	SA/MAT 9/29/26 5 YRS CALLABLE
FHLB ANJK7	1229	879,730.00	0.875%		AG	SA/Mat 8/25/26 5 yrs callable
FHLB KWS1	1243	441,223.00	0.53%		AG	SA/Mat 2/17/26 5 yrs callable
FHLB LA53	1244	441,986.50	0.49%		AG	SA/Mat 2/25/26 5 yrs callable
FHLB LMA3	1241	449,845.50	0.75%		AG	SA/MAT 9/30/25 4 YRS CALLABLE
FHLB LMM3	1242	447,020.00	1.00%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LV48	1240	447,492.00	1.03%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LW26	1237	456,688.00	0.75%		AG	SA/MAT 4/22/25 4 YRS CALLABLE
FHLB PH406	1226	441,179.00	1.06%		AG	SA/MAT 10/21/26 5YRS CALLABLE
FHLB PLK90	1225	444,767.50	1.28%		AG	SA/MAT 10/28/26 5 YRS CALLABLE
FHLB Q5F69	1224	465,459.50	1.10%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB QFB49	1223	451,901.50	1.00%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB R7M74	1221	466,606.00	2.00%		AG	SA/MAT 9/30/25 3 1/2 YRS callable
FHLB SGP81	1215	499,934.13	4.10%		AG	SA/MAT 7/14/22 3 YRS CALLABLE
FHLB TFW25	1206	499,622.50	4.15%		AG	SA/Mat 9/30/25 3 yrs Callable
FHLB LW67	1238	447,769.00	1.10%		AG	SA/MAT 4/22/26 5 YRS CALLABLE
FHLMC 2D51	1205	487,561.00	4.15%		AG	SA/ Mat 9/29/26 4 yrs Callable
FHLMC B3F5	1246	267,638.70	0.60%		AG	SA/Mat 11/20/25 5 yrs callable
FHLMC GXN91	1207	681,871.77	4.00%		AG	SA/Mat 8/24/27 5 yrs Callable
FHLMC GXZT4	1216	489,927.50	4.00%		AG	SA/MAT 7/14/25 3 YRS CALLABLE
FLHLMC XAP9	1248	446,388.50	0.60%		AG	SA/Mat 11/12/25 5 yrs callable
FHLMC XXR08	1211	483,602.00	3.32%		AG	SA/MAT 6/30/25 3 YRS Callable
FHLMC XYD03	1212	483,075.00	3.25%		AG	SA/MAT 6/30/27 5 yrs Callable
First Natl Bank of America YUJ2	1228	214,130.00	0.85%		cd	M/Mat 9/30/26
Firststier Bank LAH1	1304	240,781.34	1.90%		CD	SA/Mat 8/23/23 4 yrs
Flagstar Bank E3X3	1256	230,267.41	0.50%		CD	SA/Mat 7/31/24 yrs
Goldman Sachs P6U6	1399	243,497.41	2.65%		CD	SA/Mat 5/1/23 4yrs
Gunnison Savings and Loan 6020	1104	500,000.00	0.50%		CD	M/Mat 1/17/22 - 5 yrs
Gunnison Savings and Loan 8721	1335	500,000.00	2.70%		CD	M/ AT 2/14/23
Gunnison Bank and Trust	1283	257,522.30	2.00%		CD	Qtrly/Mat 1/27/25
JP Morgan UNC9	1250	217,192.50	0.40%		CD	SA/Mat 9/30/25 5yrs callable
Leader Bank UHF2	1249	236,180.24	0.25%		CD	SA/Mat 10/2/23 callable
Legacy Bank 9156	1402	220,166.71	0.25%		CD	Q/Mat 7/21/23 - 24 mo
Live Oak Bank 6HN7	1284	236,253.01	1.85%		CD	SA/Mat 7/24/24
Luana Savings PHA5	1253	233,276.99	0.30%		CD	SA/ Mat 2/14/24
M Y Safra Bank JB.J0	1258	237,572.33	0.30%		CD	SA/Mat 2/14/24 4 yrs
Marlin Business Bank	1291	238,893.86	1.70%		CD	SA/ Mat 12/4/23 4 yrs
Medallion Bank dgbl	1487	243,529.02	1.60%		CD	SA/MAT 2/6/23 3 yr
Merrick Bank KEW2	1285	238,250.00	1.75%		CD	SA/Mat 1/31/24
Morgan Stanley RRB8	1338	234,168.79	1.90%		CD	SA/Mat 1/2/25
Morgan Stanley Private Bank AYA1	1316	243,919.06	2.75%		CD	SA/Mat 4/4/23 4 yr
Pacific Western Bank YRK7	1273	234,890.56	1.20%		CD	SA/Mat 4/30/24 4 yrs
Park State Bank VAB7	1265	224,697.09	0.90%		CD	M/Mat 5/22/25 5 yrs callable
Pinnacle Bank SKU4	1269	240,608.86	0.70%		CD	M/Mat 5/8/23 3 yrs
Raymond James Bank	1293	234,445.40	1.85%		CD	SA/Mat 11/26/24 5 yrs
Redstone Bank 0776	1449	259,707.26	0.40%		CD	SA/Mat 11/8/23 - 3 yrs
Sallie Mae 0TT2	1472	244,857.16	1.85%		CD	SA/Mat 10/24/22 3 yrs
State Bank of India NY 5KL4	1333	244,214.48	2.90%		CD	SA/Mat 3/29/23 5 yrs
Synchrony Bank EXB81	1208	240,401.35	2.40%		CD	SA/Mat 7/29/2025
Texas Capital Bank PLY3	1255	242,356.45	0.30%		CD	SA/Mat 2/7/23
Texas Exchange Bank THU7	1263	224,780.88	1.00%		CD	M/Mat 6/19/25 callable 5 yrs
Toyota Financial Savings MJS1	1264	224,640.25	0.80%		CD	SA/Mat 6/30/25 5 yrs
US Treasury 2CBQ3	1218	441,250.00	2.40%		AG	SA/MAT 2/28/26 4 YRS
US Treasury 8Z7B1	1222	448,437.50	1.42%		AG	SA/Mat 1/31/27
US Treasury CCF48	1210	441,718.50	3.20%		AG	SA/MAT 5-31-26 4 YRS
Wells Fargo Bank 3A48	1488	240,733.32	2.75%		CD	M/5/3/24 5 yrs
Western States Bank	1309	500,000.00	2.72%		CD	Q/Mat 7/14/24 5 yr
TOTAL INVESTMENTS		30,825,463.22			55.39%	
Cash per Treasurer's Ledger		55,654,539.67			100.00%	
Plus Pending Disbursements		(10,777.15)				
Total Due to All Funds		55,643,762.52				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: September 2022 Cash Transfer Report

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

September 2022 Cash Transfer

Fiscal Impact: \$9,739,203.45

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 10/13/2022

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/14/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 10/18/2022



GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
September-22

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	1,654,629.84	0.00
130	95 11122	General - Payroll Account	770,842.34	0.00
150	01 11102	General - Water Resources	0.00	(7,589.50)
155	01 11103	General - Workforce Impact Fee	379,641.64	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(3,895,974.21)
002	02 11900	Road & Bridge	0.00	(103,738.53)
003	03 11900	Human Services	0.00	(70,357.12)
004	04 11900	Public Health Agency	0.00	(74,356.81)
007	07 11900	Conservation Trust	0.00	(11,974.85)
008	08 11900	Bond Fund	0.00	0.00
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	0.00	(33,111.96)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	440,753.40	0.00
013	13 11900	Land Preservation	62,210.61	0.00
030	30 11900	Mosquito Control	0.00	(15,449.61)
032	32 11900	Sage Grouse Trust	33,190.67	0.00
034	34 11900	Risk Management	0.00	(81,867.02)
041	41 11900	Airport Construction	0.00	(4,481,175.20)
043	43 11900	Capital Expenditures	1,651,271.48	0.00
050	50 11900	Gunnison County Sewer	0.00	(180,812.83)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	39,186.47	0.00
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(257,845.84)
125	52 11101	Solid Waste - Landfill Closure	29,682.44	0.00
126	52 11102	Solid Waste - Landfill Const	110,429.94	0.00
070	70 11900	Housing Authority	3,798.03	0.00
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
142	70 11102	Housing Authority Restricted Cash	0.00	0.00
071	71 11900	Senior Housing - Operating	0.00	(17,794.61)
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	0.00	(131,865.47)
082	82 11900	ISF-II	10,113.60	0.00
090	90 11900	Health Insurance Trust	79,179.60	0.00
115	90 11101	Health Insurance Claims	76,577.22	0.00
091	91 11900	Local Marketing District	0.00	(62,230.48)
092	92 11900	Transportation Authority	0.00	(313,059.41)
093	93 11900	Public Trustee Agency	15,028.28	0.00
145	95 11121	Accounts Payable Clearing	4,382,667.89	0.00
TOTALS			\$ 9,739,203.45	\$ (9,739,203.45)

TRANSFER FOR JOURNAL ENTRIES:

209034, 209035, 209036, 209037, 209038, 201333, 203419, 207390, 207393, 208292, 208377, 208378, 208379, 208382, 209039, 209126, 209144, 209161, 209162, 209165, 209166, 209167, 209168, 209183, 209182, 209205, 209206, 209173, 209159, PRJ, AP, GBI, ADJ,

PREPARED BY: 
 AUTHORIZED BY: 
 RECEIVED BY TREASURER: 

DATE: 10/10/22
 DATE: 10/10/22
 DATE: 10-10-22

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
September-22

Balance	JE's	Description	Finance Business Date	01	01	01	01	01	02	03
				General Fund 01 11900	Water Resource Prot. 01 11102	Workforce Impact Fees 01 11103	Courthouse Renovation 01 11105	Revenue Clearing 01 11106	Road & Bridge 02 11900	Human Services 03 11900
-	209034,	STND1: VEHICLE/EQUIPMENT RENT	9/30/2022	(20,262.96)						(315.41)
-	209035,	STND2: BUDGETED INTERFUND TRANSF	9/30/2022	47,476.65					(6,947.50)	
-	209036,	STND3: MAPPING SYSTEM CHARGES	9/30/2022	(11,863.41)					(1,675.91)	(22.08)
-	209037,	STND4: TELEPHONE/FAX SYSTEM CHARGES	9/30/2022	(3,503.33)					(300.00)	(510.00)
-	209038,	STND5: COMPUTER SYSTEM CHARGES	9/30/2022	(20,687.46)					(1,461.67)	(1,490.01)
-	201333,	REVERSE AUDITADJ	1/1/2022							
-	203419,	CORRECT PCARD JOURNAL	3/31/2022	(51.62)						
-	207390,	PCARDJUL	7/31/2022	31,621.85					(4,357.42)	(3,933.80)
-	207393,	FUEL TAX CLAIM 2Q 22	7/31/2022	(3,209.03)						16.94
-	208292,	PH PHOTOCOPY AUG	8/31/2022	(48.00)						
-	208377,	MOTORPOOL RENTS AUG	8/31/2022	(4,141.62)						
-	208378,	MATERIAL USAGE AUG	8/31/2022						(1,232.56)	
-	208379,	EQUIPMENT USAGE AUG	8/31/2022	(459.00)					(135,087.66)	
-	208382,	RECLASS FROM FUND 41 TO 10	8/31/2022							
-	209039,	WEED SEP	9/30/2022	(765.00)						
-	209126,	REC MED/DEN/FLEX/Rx CHECKS SEP	9/30/2022	(1,111.04)						
-	209144,	CORRECT STANDARD01 JE	9/30/2022							
-	209161,	RECORD PW COMP EARNED SEP	9/30/2022						508.88	
-	209162,	RECORD RETIREMENT FORFEITURES	9/30/2022	(794.11)						794.11
-	209165,	COPIES BLACK SEP 2022	9/30/2022	(871.36)					(3.40)	(1.68)
-	209166,	COPIES COLOR SEP 2022	9/30/2022	(721.80)					(1.80)	(0.90)
-	209167,	DUE TO/FROMS AIRPORT TO GF	9/30/2022	4,251,000.00						
-	209168,	POSTAGE USE SEP 2022	9/30/2022	(1,181.22)						
-	209183,	LANDFILL ALLOCATION SEP	9/30/2022							
-	209182,	RECLASS REV CLEARING	9/30/2022	1,275.39						
-	209205,	DHS ATTORNEY TIME 3RD QTR	9/30/2022	21,314.75						(21,314.75)
-	209206,	CASH TRANSFER	9/30/2022	(85,000.00)					(60,000.00)	
-	209173,	REVENUE CLEARING ACTIVITY SEP	9/30/2022	161,747.03				(3,895,974.21)	311,107.53	102,589.57
-	209159,	NET PAYROLL TRANSFER	9/30/2022	(770,842.34)						
-	PRJ,	Payroll Journals	9/30/2022	432,654.11					(184,859.62)	(122,819.68)
-	AP,	AP CLEARING SEPTEMBER	9/30/2022	(348,513.30)					(17,950.96)	(23,600.70)
-	GBI,	LANDFILL INTERFUND CHARGES	9/30/2022	(26.95)						
-	ADJ,	Cash Transfer adjustments	8/31/2022	(2,018,406.39)	(7,589.50)	379,641.64	-	-	(1,476.44)	251.27
-		TOTALS		1,654,629.84	(7,589.50)	379,641.64	-	(3,895,974.21)	(103,738.53)	(70,357.12)

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
September-22**

JE's	Description	Finance Business Date	04	07	08	08	08	10	10	12
			Public Health 04 11900	Conservation Trust 07 11900	Bond Fund 08 11900	Series 2010 Bond Reserve 08 11101	Series 2013 Bond Reserve 08 11102	Airport Operations 10 11900	Terminal Construction 10 11101	Sales Tax 12 11900
209034,	STND1: VEHICLE/EQUIPMENT RENT	9/30/2022						(502.25)		
209035,	STND2: BUDGETED INTERFUND TRANSF	9/30/2022	(5,185.83)					(4,635.00)		(10,935.00)
209036,	STND3: MAPPING SYSTEM CHARGES	9/30/2022	(22.08)					(22.08)		
209037,	STND4: TELEPHONE/FAX SYSTEM CHARGES	9/30/2022	(720.00)					(246.67)		
209038,	STND5: COMPUTER SYSTEM CHARGES	9/30/2022	(3,898.32)					(1,250.00)		
201333,	REVERSE AUDITADJ	1/1/2022						4,223,418.45		
203419,	CORRECT PCARD JOURNAL	3/31/2022	51.62							
207390,	PCARDJUL	7/31/2022	(5,620.26)					(757.20)		
207393,	FUEL TAX CLAIM 2Q 22	7/31/2022	1.17					7.79		
208292,	PH PHOTOCOPY AUG	8/31/2022	(513.44)							
208377,	MOTORPOOL RENTS AUG	8/31/2022	(286.02)							
208378,	MATERIAL USAGE AUG	8/31/2022								
208379,	EQUIPMENT USAGE AUG	8/31/2022								
208382,	RECLASS FROM FUND 41 TO 10	8/31/2022						238,734.62		
209039,	WEED SEP	9/30/2022						765.00		
209126,	REC MED/DEN/FLEX/Rx CHECKS SEP	9/30/2022								
209144,	CORRECT STANDARD01 JE	9/30/2022								
209161,	RECORD PW COMP EARNED SEP	9/30/2022								
209162,	RECORD RETIREMENT FORFEITURES	9/30/2022								
209165,	COPIES BLACK SEP 2022	9/30/2022	(36.16)					(1.13)		
209166,	COPIES COLOR SEP 2022	9/30/2022	(76.50)							
209167,	DUE TO/FROMS AIRPORT TO GF	9/30/2022						(4,251,000.00)		
209168,	POSTAGE USE SEP 2022	9/30/2022								
209183,	LANDFILL ALLOCATION SEP	9/30/2022								
209182,	RECLASS REV CLEARING	9/30/2022	(1,275.39)							
209205,	DHS ATTORNEY TIME 3RD QTR	9/30/2022								
209206,	CASH TRANSFER	9/30/2022								
209173,	REVENUE CLEARING ACTIVITY SEP	9/30/2022	115,535.60	11,646.82				1,111,209.70		701,221.87
209159,	NET PAYROLL TRANSFER	9/30/2022								
PRJ,	Payroll Journals	9/30/2022	(114,982.62)					(70,233.76)		
AP,	AP CLEARING SEPTEMBER	9/30/2022	(47,151.89)					(1,357,621.56)		(249,533.47)
GBI,	LANDFILL INTERFUND CHARGES	9/30/2022								
ADJ,	Cash Transfer adjustments	8/31/2022	(10,176.69)	(23,621.67)	-	-	-	79,022.13	-	-
TOTALS			(74,356.81)	(11,974.85)	-	-	-	(33,111.96)	-	440,753.40

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
September-22**

JE's	Description	Finance Business Date	13	30	32	34	41	43	50	50
			Land Preservation	Mosquito Control	Sage Grouse	Risk Management	Airport Construction	Capital Expenditures	Sewer Fund	Sewer Bond Reserve
209034,	STND1: VEHICLE/EQUIPMENT RENT	9/30/2022							(397.12)	
209035,	STND2: BUDGETED INTERFUND TRANSF	9/30/2022		1,315.00					(4,216.64)	
209036,	STND3: MAPPING SYSTEM CHARGES	9/30/2022								
209037,	STND4: TELEPHONE/FAX SYSTEM CHARGES	9/30/2022								
209038,	STND5: COMPUTER SYSTEM CHARGES	9/30/2022								
201333,	REVERSE AUDITADJ	1/1/2022					(4,223,418.45)			
203419,	CORRECT PCARD JOURNAL	3/31/2022								
207390,	PCARDJUL	7/31/2022						(451.23)		
207393,	FUEL TAX CLAIM 2Q 22	7/31/2022								
208292,	PH PHOTOCOPY AUG	8/31/2022								
208377,	MOTORPOOL RENTS AUG	8/31/2022								
208378,	MATERIAL USAGE AUG	8/31/2022								
208379,	EQUIPMENT USAGE AUG	8/31/2022								
208382,	RECLASS FROM FUND 41 TO 10	8/31/2022					(238,734.62)			
209039,	WEED SEP	9/30/2022								
209126,	REC MED/DEN/FLEX/Rx CHECKS SEP	9/30/2022								
209144,	CORRECT STANDARD01 JE	9/30/2022								
209161,	RECORD PW COMP EARNED SEP	9/30/2022								
209162,	RECORD RETIREMENT FORFEITURES	9/30/2022								
209165,	COPIES BLACK SEP 2022	9/30/2022								
209166,	COPIES COLOR SEP 2022	9/30/2022								
209167,	DUE TO/FROMS AIRPORT TO GF	9/30/2022								
209168,	POSTAGE USE SEP 2022	9/30/2022								
209183,	LANDFILL ALLOCATION SEP	9/30/2022			39,895.84					
209182,	RECLASS REV CLEARING	9/30/2022								
209205,	DHS ATTORNEY TIME 3RD QTR	9/30/2022								
209206,	CASH TRANSFER	9/30/2022					60,000.00			
209173,	REVENUE CLEARING ACTIVITY SEP	9/30/2022	62,210.61						613.40	
209159,	NET PAYROLL TRANSFER	9/30/2022								
PRJ,	Payroll Journals	9/30/2022							(2,342.06)	
AP,	AP CLEARING SEPTEMBER	9/30/2022		(16,764.61)	(6,705.17)	(81,867.02)		(43,981.49)	(91,799.99)	
GBI,	LANDFILL INTERFUND CHARGES	9/30/2022								
ADJ,	Cash Transfer adjustments	8/31/2022	-	-	-	-	(79,022.13)	1,695,704.20	(82,670.42)	-
TOTALS			62,210.61	(15,449.61)	33,190.67	(81,867.02)	(4,481,175.20)	1,651,271.48	(180,812.83)	-

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
September-22**

JE's	Description	Finance Business Date	51	51	52	52	52	70	70	70
			Water Fund	Water Bond Reserve	Solid Waste	Landfill Closure	Landfill Construction	Housing Authority	Hsg Auth Deposits	Hsg Auth Hsg Sales
			51 11900	51 11101	52 11900	52 11101	52 11102	70 11900	70 11101	70 11102
209034,	STND1: VEHICLE/EQUIPMENT RENT	9/30/2022	(576.68)		(12,618.14)					
209035,	STND2: BUDGETED INTERFUND TRANSF	9/30/2022	1,558.31		(6,092.49)			(810.00)		
209036,	STND3: MAPPING SYSTEM CHARGES	9/30/2022	(661.50)					(22.08)		
209037,	STND4: TELEPHONE/FAX SYSTEM CHARGES	9/30/2022			(30.00)					
209038,	STND5: COMPUTER SYSTEM CHARGES	9/30/2022	(84.17)		(256.66)					
201333,	REVERSE AUDITADJ	1/1/2022								
203419,	CORRECT PCARD JOURNAL	3/31/2022								
207390,	PCARDJUL	7/31/2022			(5,656.45)					
207393,	FUEL TAX CLAIM 2Q 22	7/31/2022	34.34		356.16					
208292,	PH PHOTOCOPY AUG	8/31/2022								
208377,	MOTORPOOL RENTS AUG	8/31/2022								
208378,	MATERIAL USAGE AUG	8/31/2022								
208379,	EQUIPMENT USAGE AUG	8/31/2022			(4,081.17)					
208382,	RECLASS FROM FUND 41 TO 10	8/31/2022								
209039,	WEED SEP	9/30/2022								
209126,	REC MED/DEN/FLEX/Rx CHECKS SEP	9/30/2022								
209144,	CORRECT STANDARD01 JE	9/30/2022								
209161,	RECORD PW COMP EARNED SEP	9/30/2022	(483.24)		(25.64)					
209162,	RECORD RETIREMENT FORFEITURES	9/30/2022								
209165,	COPIES BLACK SEP 2022	9/30/2022								
209166,	COPIES COLOR SEP 2022	9/30/2022								
209167,	DUE TO/FROMS AIRPORT TO GF	9/30/2022								
209168,	POSTAGE USE SEP 2022	9/30/2022								
209183,	LANDFILL ALLOCATION SEP	9/30/2022			(180,008.22)	29,682.44	110,429.94			
209182,	RECLASS REV CLEARING	9/30/2022								
209205,	DHS ATTORNEY TIME 3RD QTR	9/30/2022								
209206,	CASH TRANSFER	9/30/2022			60,000.00					
209173,	REVENUE CLEARING ACTIVITY SEP	9/30/2022			24.75					
209159,	NET PAYROLL TRANSFER	9/30/2022								
PRJ,	Payroll Journals	9/30/2022	(11,325.59)		(48,586.81)					
AP,	AP CLEARING SEPTEMBER	9/30/2022	(13,228.77)		(176,755.41)			(3,190.72)		
GBI,	LANDFILL INTERFUND CHARGES	9/30/2022			26.95					
ADJ,	Cash Transfer adjustments	8/31/2022	63,953.77	-	115,857.29	-	-	7,820.83	-	-
TOTALS			39,186.47	-	(257,845.84)	29,682.44	110,429.94	3,798.03	-	-

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
September-22**

JE's	Description	Finance Business Date	71	71	72	80	82	90	90	91
			Senior Housing 71 11900	Senior Hsg. Deposits 71 11101	Assisted Living 72 11900	Internal Service I 80 11900	Internal Service II 82 11900	Health Insurance 90 11900	Health Claims Clearing 90 11101	Marketing District 91 11900
209034,	STND1: VEHICLE/EQUIPMENT RENT	9/30/2022				34,672.56				
209035,	STND2: BUDGETED INTERFUND TRANSF	9/30/2022				3,106.66	(5,305.00)	(4,888.33)		(3,465.83)
209036,	STND3: MAPPING SYSTEM CHARGES	9/30/2022					14,289.14			
209037,	STND4: TELEPHONE/FAX SYSTEM CHARGES	9/30/2022				(30.00)	5,370.00			
209038,	STND5: COMPUTER SYSTEM CHARGES	9/30/2022				(84.17)	29,412.46			
201333,	REVERSE AUDITADJ	1/1/2022								
203419,	CORRECT PCARD JOURNAL	3/31/2022								
207390,	PCARDJUL	7/31/2022				(4,384.06)	(5,417.35)	(1,004.08)		
207393,	FUEL TAX CLAIM 2Q 22	7/31/2022				2,792.63				
208292,	PH PHOTOCOPY AUG	8/31/2022					561.44			
208377,	MOTORPOOL RENTS AUG	8/31/2022				4,470.12	(42.48)			
208378,	MATERIAL USAGE AUG	8/31/2022				1,232.56				
208379,	EQUIPMENT USAGE AUG	8/31/2022				139,627.83				
208382,	RECLASS FROM FUND 41 TO 10	8/31/2022								
209039,	WEED SEP	9/30/2022								
209126,	REC MED/DEN/FLEX/Rx CHECKS SEP	9/30/2022						(75,466.18)	76,577.22	
209144,	CORRECT STANDARD01 JE	9/30/2022				802.06	(802.06)			
209161,	RECORD PW COMP EARNED SEP	9/30/2022								
209162,	RECORD RETIREMENT FORFEITURES	9/30/2022								
209165,	COPIES BLACK SEP 2022	9/30/2022					913.73			
209166,	COPIES COLOR SEP 2022	9/30/2022					801.00			
209167,	DUE TO/FROMS AIRPORT TO GF	9/30/2022								
209168,	POSTAGE USE SEP 2022	9/30/2022					1,181.22			
209183,	LANDFILL ALLOCATION SEP	9/30/2022								
209182,	RECLASS REV CLEARING	9/30/2022								
209205,	DHS ATTORNEY TIME 3RD QTR	9/30/2022								
209206,	CASH TRANSFER	9/30/2022								
209173,	REVENUE CLEARING ACTIVITY SEP	9/30/2022	9,027.00							474,568.69
209159,	NET PAYROLL TRANSFER	9/30/2022								
PRJ,	Payroll Journals	9/30/2022				(46,068.78)	(31,523.13)	204,789.66		
AP,	AP CLEARING SEPTEMBER	9/30/2022	(19,000.78)			(152,102.81)	(8,776.38)	(44,233.47)		(533,333.34)
GBI,	LANDFILL INTERFUND CHARGES	9/30/2022								
ADJ,	Cash Transfer adjustments	8/31/2022	(7,820.83)	-	-	(115,900.07)	9,451.01	(18.00)	-	-
TOTALS			(17,794.61)	-	-	(131,865.47)	10,113.60	79,179.60	76,577.22	(62,230.48)

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
September-22**

JE's	Description	Finance Business Date	92	93	95	95
			Transportation Authority 92 11900	Public Trustee 93 11900	Accounts Pay Clearing 95 11121	Payroll Clearing 95 11122
209034,	STND1: VEHICLE/EQUIPMENT RENT	9/30/2022				
209035,	STND2: BUDGETED INTERFUND TRANSF	9/30/2022	(975.00)			
209036,	STND3: MAPPING SYSTEM CHARGES	9/30/2022				
209037,	STND4: TELEPHONE/FAX SYSTEM CHARGES	9/30/2022		(30.00)		
209038,	STND5: COMPUTER SYSTEM CHARGES	9/30/2022		(200.00)		
201333,	REVERSE AUDITADJ	1/1/2022				
203419,	CORRECT PCARD JOURNAL	3/31/2022				
207390,	PCARDJUL	7/31/2022		(40.00)		
207393,	FUEL TAX CLAIM 2Q 22	7/31/2022				
208292,	PH PHOTOCOPY AUG	8/31/2022				
208377,	MOTORPOOL RENTS AUG	8/31/2022				
208378,	MATERIAL USAGE AUG	8/31/2022				
208379,	EQUIPMENT USAGE AUG	8/31/2022				
208382,	RECLASS FROM FUND 41 TO 10	8/31/2022				
209039,	WEED SEP	9/30/2022				
209126,	REC MED/DEN/FLEX/Rx CHECKS SEP	9/30/2022				
209144,	CORRECT STANDARD01 JE	9/30/2022				
209161,	RECORD PW COMP EARNED SEP	9/30/2022				
209162,	RECORD RETIREMENT FORFEITURES	9/30/2022				
209165,	COPIES BLACK SEP 2022	9/30/2022				
209166,	COPIES COLOR SEP 2022	9/30/2022				
209167,	DUE TO/FROMS AIRPORT TO GF	9/30/2022				
209168,	POSTAGE USE SEP 2022	9/30/2022				
209183,	LANDFILL ALLOCATION SEP	9/30/2022				
209182,	RECLASS REV CLEARING	9/30/2022				
209205,	DHS ATTORNEY TIME 3RD QTR	9/30/2022				
209206,	CASH TRANSFER	9/30/2022		25,000.00		
209173,	REVENUE CLEARING ACTIVITY SEP	9/30/2022	834,471.64			
209159,	NET PAYROLL TRANSFER	9/30/2022				770,842.34
PRJ,	Payroll Journals	9/30/2022		(4,701.72)		
AP,	AP CLEARING SEPTEMBER	9/30/2022	(1,146,556.05)		4,382,667.89	
GBI,	LANDFILL INTERFUND CHARGES	9/30/2022				
ADJ,	Cash Transfer adjustments	8/31/2022	-	(5,000.00)	-	-
TOTALS			(313,059.41)	15,028.28	4,382,667.89	770,842.34

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Sales Tax - LMD Reports

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

August 2022 Sales Tax and Local Marketing District Tax Reports

Fiscal Impact: See reports.

Submitted by: Kelly Weal

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 10/13/2022

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/14/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 10/18/2022

Gunnison County, Colorado
County Taxable Sales
For the Year Ended 12/31/22

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	18,967,548	18,062,071	20,438,936	17,890,614	20,669,031	25,796,768	28,196,350	31,629,842	0	0	0	0	181,651,160
Crested Butte	14,992,677	16,681,498	17,221,472	7,933,378	8,726,989	15,911,249	20,921,043	18,437,867	0	0	0	0	120,826,173
Mt. Crested Butte	6,535,099	8,287,717	12,249,117	2,144,364	1,548,296	4,216,835	6,653,868	4,611,501	0	0	0	0	46,246,797
Marble	102,381	141,319	148,498	113,763	262,147	534,477	468,330	450,330	0	0	0	0	2,221,245
Pitkin	16,078	57,347	54,260	93,995	64,328	160,633	481,740	328,952	0	0	0	0	1,257,333
Unincorporated	11,167,071	10,312,892	13,338,354	11,108,839	13,524,789	21,307,219	20,393,061	19,704,387	0	0	0	0	120,856,612
TOTAL TAXABLE SALES	51,780,854	53,542,844	63,450,637	39,284,953	44,795,580	67,927,181	77,114,392	75,162,879	0	0	0	0	473,059,320
Computed 1% Sales Tax	517,808.54	535,428.44	634,506.37	392,849.53	447,955.80	679,271.81	771,143.92	751,628.79	0.00	0.00	0.00	0.00	4,730,593.20
% Incr(Decr) of 2022 over 2021	22.44%	16.01%	22.41%	10.51%	11.23%	12.32%	9.24%	20.70%					

For the Year Ended 12/31/21

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	16,592,456	17,005,091	17,498,356	17,802,918	19,214,279	24,686,272	27,342,687	25,690,327	28,897,715	21,293,379	19,815,858	20,077,443	255,916,781
Crested Butte	12,513,507	13,017,048	16,540,802	7,696,158	9,230,655	16,590,751	21,120,859	17,427,006	16,891,778	11,762,498	9,192,482	15,932,227	167,915,771
Mt. Crested Butte	4,990,371	6,986,247	7,855,129	2,046,403	1,593,221	3,321,433	6,366,186	4,286,626	3,622,579	2,451,522	1,780,870	6,108,786	51,409,373
Marble	134,091	110,204	163,848	95,749	262,325	495,547	512,659	388,561	530,582	347,595	89,599	150,251	3,281,011
Pitkin	60,157	74,791	61,971	51,597	114,822	254,657	292,045	275,076	175,385	76,561	191,747	80,553	1,709,362
Unincorporated	7,999,252	8,959,136	9,714,171	7,854,839	9,857,208	15,130,334	14,954,200	14,206,055	13,942,015	11,130,388	11,297,526	13,232,335	138,277,459
TOTAL TAXABLE SALES	42,289,834	46,152,517	51,834,277	35,547,664	40,272,510	60,478,994	70,588,636	62,273,651	64,060,054	47,061,943	42,368,082	55,581,595	618,509,757
Computed 1% Sales Tax	422,898.34	461,525.17	518,342.77	355,476.64	402,725.10	604,789.94	705,886.36	622,736.51	640,600.54	470,619.43	423,680.82	555,815.95	6,185,097.57
% Incr(Decr) of 2021 over 2020	11.54%	21.90%	67.66%	39.42%	34.53%	40.95%	22.20%	17.97%	12.51%	12.30%	19.99%	10.12%	23.65%

	Y-T-D 2021 TOTAL	Y-T-D 2022 TOTAL	Difference	%
City of Gunnison	165,832,386	181,651,160	15,818,774	9.54%
Crested Butte	114,136,786	120,826,173	6,689,387	5.86%
Mt. Crested Butte	37,445,616	46,246,797	8,801,181	23.50%
Marble	2,162,984	2,221,245	58,261	2.69%
Pitkin	1,185,116	1,257,333	72,217	6.09%
Unincorporated	88,675,195	120,856,612	32,181,417	36.29%
TOTAL TAXABLE SALES	409,438,083	473,059,320	63,621,237	15.54%
TOTAL COUNTY REVENUE	2,349,118	2,828,132	479,013	20.39%

	Y-T-D 2020 TOTAL	Y-T-D 2021 TOTAL	Difference	%
City of Gunnison	136,286,240	165,832,386	29,546,146	21.68%
Crested Butte	81,286,770	114,136,786	32,850,016	40.41%
Mt. Crested Butte	25,009,438	37,445,616	12,436,178	49.73%
Marble	1,747,853	2,162,984	415,131	23.75%
Pitkin	755,473	1,185,116	429,643	56.87%
Unincorporated	70,499,236	88,675,195	18,175,959	25.78%
TOTAL TAXABLE SALES	315,585,010	409,438,083	93,853,073	29.74%
TOTAL COUNTY REVENUE	1,801,109	2,349,118	548,009	30.43%

PREVIOUS YEARS FOR COMPARISON

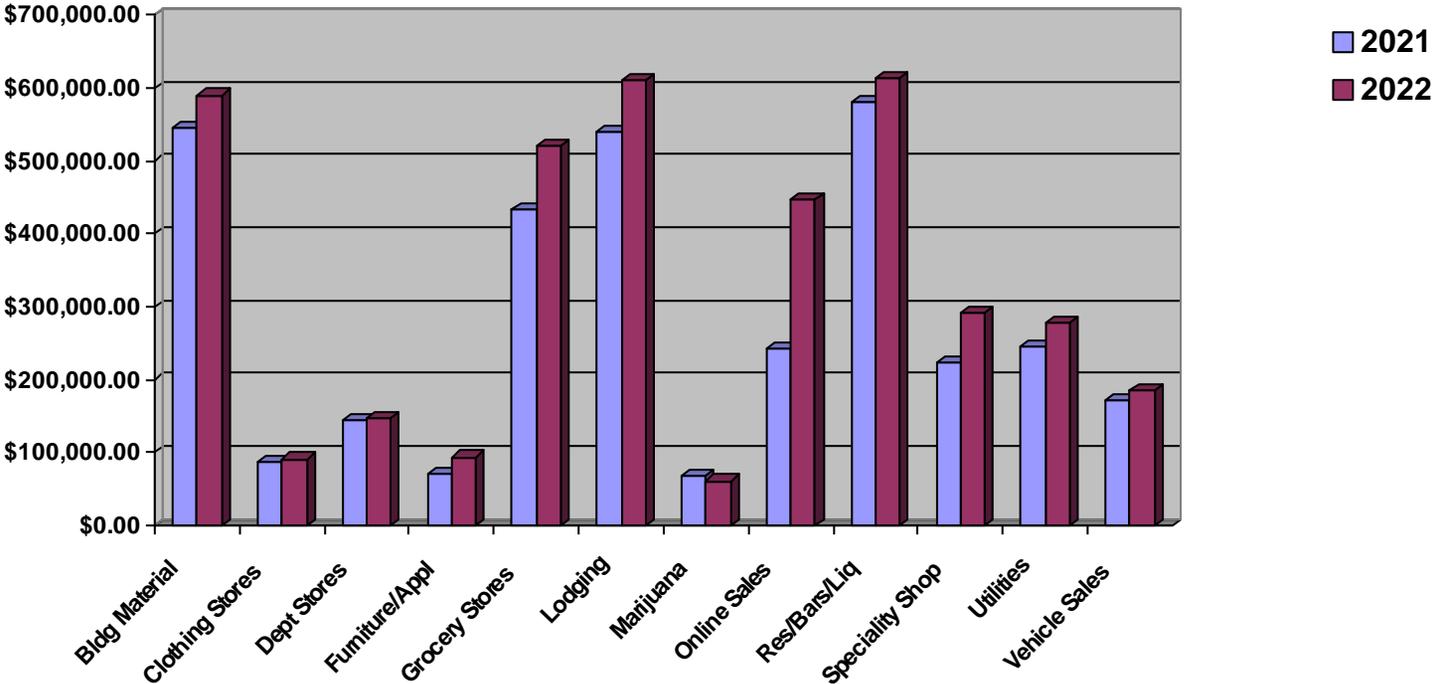
	2019 TOTAL	2020 TOTAL	Difference	%
City of Gunnison	208,654,907	217,223,917	8,569,010	4.11%
Crested Butte	124,011,858	129,700,628	5,688,770	4.59%
Mt. Crested Butte	41,690,589	36,716,482	(4,974,107)	-11.93%
Marble	2,611,538	2,857,002	245,464	9.40%
Pitkin	1,485,301	1,278,152	(207,149)	-13.95%
Unincorporated	78,846,346	112,437,436	33,591,090	42.60%
TOTAL TAXABLE SALES	457,300,539	500,213,617	42,913,078	9.38%

	2018 TOTAL	2019 TOTAL	Difference	%
City of Gunnison	190,666,769	208,654,907	17,988,138	9.43%
Crested Butte	126,866,234	124,011,858	(2,854,376)	-2.25%
Mt. Crested Butte	40,815,057	41,690,589	875,532	2.15%
Marble	2,157,469	2,611,538	454,069	21.05%
Pitkin	1,069,451	1,485,301	415,850	38.88%
Unincorporated	57,515,834	78,846,346	21,330,512	37.09%
TOTAL TAXABLE SALES	419,090,814	457,300,539	38,209,725	9.12%

SALES TAX REVENUE COMPARISONS

YEAR													Total	Year to Date	Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
2022	Current Month TOTAL COUNTY REVENUE	\$ 297,058.63	\$ 301,597.68	\$ 366,263.96	\$ 234,287.96	\$ 273,920.85	\$ 428,491.00	\$ 469,856.27	\$ 456,655.33					\$ 2,828,131.68	\$ 2,828,131.68	\$ 3,406,600.00
	% Change over previous year (monthly)	27.08%	16.95%	26.27%	17.54%	17.58%	18.90%	14.59%	25.21%						20.39%	83.02%
2021	Current Month TOTAL COUNTY REVENUE	\$ 233,764.43	\$ 257,877.27	\$ 290,061.24	\$ 199,331.52	\$ 232,967.59	\$ 360,365.64	\$ 410,033.18	\$ 364,717.53	\$ 372,329.35	\$ 273,280.66	\$ 250,647.04	\$ 326,388.65	\$ 3,571,764.10	\$ 2,349,118.40	\$ 3,406,600.00
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%	19.85%	14.40%	14.65%	22.07%	9.15%		30.43%	68.96%
2020	Current Month TOTAL COUNTY REVENUE	\$ 211,645.49	\$ 216,060.62	\$ 168,955.20	\$ 143,088.55	\$ 170,460.34	\$ 251,543.96	\$ 335,046.12	\$ 304,308.97	\$ 325,464.58	\$ 238,366.46	\$ 205,331.59	\$ 299,015.41	\$ 2,869,287.29	\$ 1,801,109.25	\$ 2,364,672.12
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		11.64%	76.17%
2019	Current Month TOTAL COUNTY REVENUE	\$ 170,067.96	\$ 166,941.31	\$ 175,741.46	\$ 132,172.13	\$ 142,697.59	\$ 237,026.29	\$ 315,888.42	\$ 272,815.87	\$ 247,730.77	\$ 201,759.56	\$ 179,763.86	\$ 260,373.24	\$ 2,502,978.46	\$ 1,613,351.03	\$ 2,110,144.44
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		9.86%	76.46%
2018	Current Month TOTAL COUNTY REVENUE	\$ 158,998.15	\$ 147,877.26	\$ 168,534.55	\$ 120,215.15	\$ 143,035.31	\$ 214,044.30	\$ 282,456.83	\$ 233,447.74	\$ 276,580.27	\$ 159,001.17	\$ 125,310.95	\$ 194,759.60	\$ 2,224,261.28	\$ 1,468,609.29	\$ 1,924,050.00
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		11.12%	76.33%
2017	Current Month TOTAL COUNTY REVENUE	\$ 139,392.05	\$ 147,046.94	\$ 175,494.85	\$ 96,225.07	\$ 115,278.76	\$ 183,923.35	\$ 225,051.99	\$ 239,240.43	\$ 200,934.31	\$ 141,366.34	\$ 116,835.75	\$ 182,355.98	\$ 1,963,145.82	\$ 1,321,653.44	\$ 1,838,400.00
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		1.24%	71.89%
2016	Current Month TOTAL COUNTY REVENUE	\$ 125,157.30	\$ 162,978.56	\$ 157,480.34	\$ 104,370.28	\$ 109,392.20	\$ 180,729.23	\$ 236,844.80	\$ 228,536.23	\$ 188,023.92	\$ 120,347.56	\$ 95,627.52	\$ 172,116.30	\$ 1,881,604.24	\$ 1,305,488.94	\$ 1,838,000.00
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		10.36%	71.03%
2015	Current Month TOTAL COUNTY REVENUE	\$ 126,678.67	\$ 125,794.53	\$ 150,379.22	\$ 85,651.79	\$ 102,663.54	\$ 165,070.67	\$ 230,768.25	\$ 195,967.70	\$ 196,937.46	\$ 113,087.50	\$ 100,454.29	\$ 165,122.68	\$ 1,758,576.30	\$ 1,182,974.37	\$ 1,590,000.00
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		8.90%	74.40%
2014	Current Month TOTAL COUNTY REVENUE	\$ 111,193.82	\$ 111,264.35	\$ 135,936.02	\$ 79,959.58	\$ 99,519.75	\$ 148,591.26	\$ 217,271.71	\$ 182,557.86	\$ 181,452.74	\$ 107,834.56	\$ 96,183.39	\$ 151,915.60	\$ 1,623,680.64	\$ 1,086,294.35	\$ 1,472,000.00
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%		5.95%	73.80%
2013	Current Month TOTAL COUNTY REVENUE	\$ 110,323.53	\$ 106,514.20	\$ 130,684.01	\$ 75,428.71	\$ 91,528.08	\$ 141,300.06	\$ 202,862.92	\$ 166,649.18	\$ 147,508.85	\$ 108,616.50	\$ 90,259.56	\$ 138,427.93	\$ 1,510,103.53	\$ 1,025,290.69	\$ 1,425,560.00
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		6.83%	71.92%
2012	Current Month TOTAL COUNTY REVENUE	\$ 92,940.69	\$ 110,678.57	\$ 116,280.84	\$ 77,835.01	\$ 94,048.48	\$ 145,374.41	\$ 181,344.11	\$ 141,276.47	\$ 132,636.58	\$ 96,095.54	\$ 88,302.36	\$ 131,131.54	\$ 1,407,944.60	\$ 959,778.58	\$ 1,329,266.00
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%		3.93%	72.20%
2011	Current Month TOTAL COUNTY REVENUE	\$ 98,483.50	\$ 99,062.88	\$ 119,211.37	\$ 71,571.55	\$ 81,077.59	\$ 119,386.11	\$ 177,639.68	\$ 157,047.23	\$ 131,749.00	\$ 91,514.44	\$ 85,637.00	\$ 141,760.78	\$ 1,374,141.13	\$ 923,479.91	\$ 1,314,611.00
	% Change over previous year (monthly)	0.08%	2.33%	-6.44%	6.03%	5.34%	-4.07%	4.40%	1.19%	9.97%	-2.08%	3.07%	4.34%		0.72%	70.25%
2010	Current Month TOTAL COUNTY REVENUE	\$ 98,400.27	\$ 96,807.67	\$ 127,414.83	\$ 67,498.88	\$ 76,966.39	\$ 124,445.99	\$ 170,158.18	\$ 155,201.21	\$ 119,801.59	\$ 93,460.15	\$ 83,089.19	\$ 135,867.11	\$ 1,349,111.46	\$ 916,893.42	\$ 1,448,152.00

2021/2022 YTD INDUSTRY COMPARISON AS OF AUGUST



August 2022 ***Taxes by Industry***

Amusement & Entertainment	\$24,702.87
Bldg Material & Trades	\$86,437.37
Clothing Stores	\$11,787.16
Department Stores	\$20,678.01
Furniture & Appliance Stores	\$8,531.45
Gas/Convenience Stores	\$11,396.38
Grocery Stores	\$122,522.83
Lodging	\$86,955.26
Manufacturing	\$16,333.58
Marijuana	\$8,966.70
Miscellaneous Services	\$79,500.77
Online Sales	\$79,251.76
Ranching & Agriculture	\$315.42
Restaurant/Bars/Liquor Stores	\$95,484.80
Specialty Shops	\$42,897.50
Utilities	\$26,703.18
Vehicle Sales/Parts/Services	\$29,163.75
<i>GRAND TOTAL:</i>	\$751,628.79

Taxes by Industry and Jurisdiction

August 2022

Amusement & Entertainment

<i>Almont</i>	1580.39
<i>Crested Butte</i>	6839.43
<i>Gunnison</i>	9085.07
<i>Marble</i>	5.78
<i>Mt. Crested Butte</i>	3020.96
<i>Ohio City</i>	0.67
<i>Parlin</i>	42.40
<i>Pitkin</i>	7.29
<i>Rem of Cnty</i>	4120.88

Grand Total By Industry: \$24,702.87

Bldg Material & Trades

<i>Crested Butte</i>	26937.47
<i>Gunnison</i>	40559.84
<i>Marble</i>	407.47
<i>Mt. Crested Butte</i>	587.22
<i>Ohio City</i>	129.11
<i>Pitkin</i>	486.36
<i>Rem of Cnty</i>	17068.27
<i>Somerset</i>	261.63

Grand Total By Industry: \$86,437.37

Clothing Stores

<i>Almont</i>	2.70
<i>Crested Butte</i>	7548.78
<i>Gunnison</i>	3168.00
<i>Marble</i>	6.57
<i>Mt. Crested Butte</i>	822.50
<i>Ohio City</i>	54.66
<i>Pitkin</i>	3.38
<i>Powderhorn</i>	1.78
<i>Rem of Cnty</i>	177.80
<i>Tincup</i>	0.99

Grand Total By Industry: \$11,787.16

Department Stores

<i>Crested Butte</i>	62.13
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<i>Gunnison</i>	20466.61
<i>Marble</i>	2.54
<i>Mt. Crested Butte</i>	3.66
<i>Pitkin</i>	6.48
<i>Rem of Cnty</i>	136.59

Grand Total By Industry: \$20,678.01

Furniture & Appliance Stores

<i>Almont</i>	55.69
<i>Crested Butte</i>	2399.49
<i>Gunnison</i>	2614.08
<i>Marble</i>	104.52
<i>Mt. Crested Butte</i>	1020.20
<i>Ohio City</i>	0.18
<i>Pitkin</i>	19.97
<i>Rem of Cnty</i>	2314.87
<i>Somerset</i>	2.45

Grand Total By Industry: \$8,531.45

Gas/Convenience Stores

<i>Almont</i>	5.26
<i>Crested Butte</i>	1891.81
<i>Gunnison</i>	8123.18
<i>Pitkin</i>	711.09
<i>Rem of Cnty</i>	17.88
<i>Somerset</i>	647.16

Grand Total By Industry: \$11,396.38

Grocery Stores

<i>Almont</i>	34.95
<i>Crested Butte</i>	16399.74
<i>Gunnison</i>	105646.30
<i>Marble</i>	50.35
<i>Mt. Crested Butte</i>	84.11
<i>Ohio City</i>	8.20
<i>Rem of Cnty</i>	284.07
<i>Somerset</i>	15.11

Grand Total By Industry: \$122,522.83

Lodging

<i>Almont</i>	5841.35
<i>Crested Butte</i>	19517.97
<i>Gunnison</i>	16742.05

<i>Marble</i>	717.21
<i>Mt. Crested Butte</i>	23748.74
<i>Ohio City</i>	54.02
<i>Pitkin</i>	562.42
<i>Powderhorn</i>	243.08
<i>Rem of Cnty</i>	19361.41
<i>Somerset</i>	167.01

Grand Total By Industry: \$86,955.26

Manufacturing

<i>Almont</i>	4.45
<i>Crested Butte</i>	7770.83
<i>Gunnison</i>	3751.98
<i>Marble</i>	15.07
<i>Mt. Crested Butte</i>	500.76
<i>Ohio City</i>	710.67
<i>Pitkin</i>	3.55
<i>Powderhorn</i>	0.99
<i>Rem of Cnty</i>	2002.94
<i>Somerset</i>	1572.34

Grand Total By Industry: \$16,333.58

Marijuana

<i>Crested Butte</i>	3346.49
<i>Gunnison</i>	5620.21

Grand Total By Industry: \$8,966.70

Miscellaneous Services

<i>Almont</i>	5004.31
<i>Crested Butte</i>	24034.90
<i>Gunnison</i>	21275.48
<i>Marble</i>	82.22
<i>Mt. Crested Butte</i>	11261.15
<i>Ohio City</i>	480.29
<i>Pitkin</i>	667.40
<i>Powderhorn</i>	1.32
<i>Rem of Cnty</i>	14899.69
<i>Somerset</i>	1794.01

Grand Total By Industry: \$79,500.77

Online Sales

<i>Rem of Cnty</i>	79251.76
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Grand Total By Industry: \$79,251.76

Ranching & Agriculture

<i>Marble</i>	80.85
<i>Rem of Cnty</i>	234.57
<i>Grand Total By Industry:</i>	\$315.42

Restaurant/Bars/Liquor Stores

<i>Crested Butte</i>	49168.58
<i>Gunnison</i>	35855.75
<i>Marble</i>	2645.75
<i>Mt. Crested Butte</i>	1149.68
<i>Pitkin</i>	247.67
<i>Rem of Cnty</i>	6417.37
<i>Grand Total By Industry:</i>	\$95,484.80

Specialty Shops

<i>Almont</i>	36.89
<i>Crested Butte</i>	10618.37
<i>Gunnison</i>	17028.38
<i>Marble</i>	174.19
<i>Mt. Crested Butte</i>	287.75
<i>Ohio City</i>	13.14
<i>Parlin</i>	7.07
<i>Pitkin</i>	14.10
<i>Powderhorn</i>	1.68
<i>Rem of Cnty</i>	9535.03
<i>Somerset</i>	5180.90
<i>Grand Total By Industry:</i>	\$42,897.50

Utilities

<i>Almont</i>	1054.23
<i>Crested Butte</i>	3380.81
<i>Gunnison</i>	6491.53
<i>Marble</i>	177.56
<i>Mt. Crested Butte</i>	3486.01
<i>Ohio City</i>	48.83
<i>Parlin</i>	0.27
<i>Pitkin</i>	245.22
<i>Rem of Cnty</i>	11722.11
<i>Somerset</i>	96.61
<i>Grand Total By Industry:</i>	\$26,703.18

Vehicle Sales/Parts/Services

<i>Crested Butte</i>	4461.87
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<i>Gunnison</i>	19869.96
<i>Marble</i>	33.22
<i>Mt. Crested Butte</i>	142.27
<i>Parlin</i>	3.03
<i>Pitkin</i>	314.59
<i>Rem of Cnty</i>	4016.52
<i>Somerset</i>	322.29
<i>Grand Total By Industry:</i>	\$29,163.75
	\$751,628.79

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2022	Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10	121,610.00	339,371.96	479,361.88	358,736.24						
	Interest Credit	35.00	199.00	11.00	-	1.00	14.00	0.43	64.00						
	Program Cost	142.12	151.65	226.31	233.30	283.10	(11,062.93)	-	680.39						
	Current Total Distribution	\$ 327,433.99	\$ 342,067.65	\$ 577,958.31	\$ 87,289.40	\$ 121,894.10	\$ 328,323.03	\$ 479,362.31	\$ 359,480.63					\$ 2,623,809.42	\$ 2,623,809.42
	% Change over previous year (cumulative)	28.01%	15.91%	27.14%	24.01%	22.46%	14.20%	10.90%	8.92%						
2021	Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
	Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
	Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
	Current Total Distribution	\$ 255,793.86	\$ 321,802.16	\$ 403,591.57	\$ 95,161.04	\$ 113,119.09	\$ 373,494.58	\$ 478,803.13	\$ 367,144.34	\$ 430,845.10	\$ 170,090.37	\$ 144,541.99	\$ 335,612.28	\$ 3,489,999.51	\$ 2,408,909.77
	% Change over previous year (cumulative)	32.88%	40.50%	64.94%	60.58%	70.92%	78.01%	65.77%	56.82%	49.45%	46.60%	46.37%	43.19%	43.19%	
2020	Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
	Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
	Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
	Current Total Distribution	\$ 192,500.17	\$ 218,603.53	\$ 183,757.74	\$ 75,416.30	\$ 25,651.18	\$ 182,097.76	\$ 353,688.55	\$ 304,421.93	\$ 364,005.62	\$ 152,900.68	\$ 102,034.07	\$ 282,197.01	\$ 2,437,274.54	\$ 1,536,137.16
	% Change over previous year (cumulative)	5.75%	14.23%	4.43%	-0.06%	-6.11%	-7.23%	-1.96%	1.44%	6.08%	8.70%	9.33%	11.38%	11.38%	
2019	Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
	Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
	Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
	Current Total Distribution	\$ 182,039.77	\$ 177,839.06	\$ 209,741.18	\$ 101,064.11	\$ 70,528.24	\$ 205,251.69	\$ 309,873.15	\$ 258,026.69	\$ 276,903.79	\$ 97,483.25	\$ 82,406.90	\$ 217,147.56	\$ 2,188,305.39	\$ 1,514,363.89
	% Change over previous year (cumulative)	20.51%	18.14%	7.37%	14.17%	10.98%	1.14%	0.56%	1.54%	0.29%	0.63%	1.63%	2.63%	2.63%	
2018	Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
	Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
	Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
	Current Total Distribution	\$ 151,063.95	\$ 153,562.48	\$ 225,891.35	\$ 56,935.50	\$ 80,398.66	\$ 267,971.63	\$ 313,473.14	\$ 242,085.43	\$ 294,660.46	\$ 90,869.56	\$ 62,626.33	\$ 192,678.64	\$ 2,132,217.13	\$ 1,491,382.14
	% Change over previous year (cumulative)	15.06%	8.18%	12.14%	-1.92%	1.85%	14.14%	14.88%	13.40%	14.18%	11.43%	12.48%	11.68%	11.68%	
2017	Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
	Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
	Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
	Current Total Distribution	\$ 131,290.57	\$ 150,312.93	\$ 191,482.05	\$ 125,862.00	\$ 56,778.43	\$ 164,148.89	\$ 267,632.86	\$ 227,618.97	\$ 249,060.13	\$ 120,135.29	\$ 40,050.89	\$ 184,856.73	\$ 1,909,229.74	\$ 1,315,126.70
	% Change over previous year (cumulative)	-14.99%	-11.93%	-2.37%	1.95%	3.02%	6.33%	4.67%	6.62%	7.27%	10.32%	9.96%	10.28%	10.28%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2016														
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$ 194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 1,233,440.97
% Change over previous year (cumulative)	48.61%	40.79%	10.92%	24.08%	22.90%	18.62%	17.77%	13.06%	12.09%	11.70%	11.88%	14.85%	14.85%	
2015														
Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
Current Total Distribution	\$ 103,919.20	\$ 123,193.98	\$ 209,737.84	\$ 36,620.72	\$ 44,462.69	\$ 132,076.38	\$ 232,173.30	\$ 208,740.06	\$ 209,908.23	\$ 66,030.97	\$ 34,801.84	\$ 105,804.86	\$ 1,507,470.07	\$ 1,090,924.17
% Change over previous year (cumulative)	452.10%	608.71%	31.93%	39.95%	48.15%	17.49%	18.74%	20.42%	13.00%	13.44%	13.37%	8.87%	8.87%	
2014														
Current Month Net Collection	18,792.00	13,080.60	299,068.76	7,142.00	11,227.36	205,225.14	189,618.00	163,004.00	245,097.00	53,500.77	31,347.96	148,224.44		
Interest Credit	7.00	105.00	-	29.00	15.00	53.00	57.00	15.00	74.08	41.92	112.44	32.00		
Program Cost	23.43	38.18	3.75	26.39	54.58	(1,640.70)	-	-	78.29	136.22	59.23	41.57		
Current Total Distribution	\$ 18,822.43	\$ 13,223.78	\$ 299,072.51	\$ 7,197.39	\$ 11,296.94	\$ 203,637.44	\$ 189,675.00	\$ 163,019.00	\$ 245,249.37	\$ 53,678.91	\$ 31,519.63	\$ 148,298.01	\$ 1,384,690.41	\$ 905,944.49
% Change over previous year (cumulative)	-0.02%	47.41%	8.74%	3.28%	6.57%	17.43%	48.17%	78.33%	20.71%	22.48%	25.45%	22.07%	22.07%	
2013														
Current Month Net Collection	17,797.00	2,867.00	282,694.00	22,960.06	444.44	144,450.39	30,240.40	6,574.45	445,564.73	29,978.12	1,731.00	148,722.92		
Interest Credit	1,003.00	10.00	54.00	76.77	0.85	145.16	7.00	1.00	60.00	48.00	2.00	-		
Program Cost	26.17	36.03	4.41	32.95	60.91	(1,531.60)	31.01	37.97	10.38	68.74	85.05	6.87		
Current Total Distribution	\$ 18,826.17	\$ 2,913.03	\$ 282,752.41	\$ 23,069.78	\$ 506.20	\$ 143,063.95	\$ 30,278.41	\$ 6,613.42	\$ 445,635.11	\$ 30,094.86	\$ 1,818.05	\$ 148,729.79	\$ 1,134,301.18	\$ 508,023.37
% Change over previous year (cumulative)	-14.52%	-16.80%	14.02%	9.81%	5.99%	8.67%	6.42%	7.09%	6.98%	4.82%	4.27%	3.60%	3.60%	
2012														
Current Month Net Collection	21,800.00	3,937.80	240,894.00	31,236.91	10,986.00	125,479.23	37,160.27	2,935.00	416,480.80	46,892.73	6,153.00	149,692.99		
Interest Credit	191.04	102.51	5.00	0.05	137.00	5.00	404.00	296.00	492.00	89.35	456.00	3.00		
Program Cost	33.14	64.89	17.14	27.61	89.58	(1,444.94)	33.43	(6.09)	76.83	96.51	96.78	10.30		
Current Total Distribution	\$ 22,024.18	\$ 4,105.20	\$ 240,916.14	\$ 31,264.57	\$ 11,212.58	\$ 124,039.29	\$ 37,597.70	\$ 3,224.91	\$ 417,049.63	\$ 47,078.59	\$ 6,705.78	\$ 149,706.29	\$ 1,094,924.86	\$ 474,384.57
% Change over previous year (cumulative)	16.10%	29.82%	-8.20%	-7.24%	-3.98%	-2.94%	3.28%	3.23%	8.23%	10.52%	11.11%	8.30%	8.30%	
2011														
Current Month Net Collection	18,937.12	1,104.76	270,773.23	30,367.37	663.36	125,580.61	9,481.00	3,191.13	363,759.45	25,523.22	1,388.00	160,304.38		
Interest Credit	33.13	52.32	3.31	381.87	113.77	16.87	4.00	115.06	334.46	(82.22)	8.00	6.22		
Program Cost	-	-	-	(72.08)	(22.09)	(1,244.91)	31.75	29.68	20.18	97.63	133.81	15.17		
Current Total Distribution	\$ 18,970.25	\$ 1,157.08	\$ 270,776.54	\$ 30,677.16	\$ 755.04	\$ 124,352.57	\$ 9,516.75	\$ 3,335.87	\$ 364,114.09	\$ 25,538.63	\$ 1,529.81	\$ 160,325.77	\$ 1,011,049.56	\$ 459,541.26

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; Street Vacation Request for a port

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is a Street Vacation Request in Tincup for a section of road known as Oak Street. Some of Oak Street that laid in a wetland was vacated in the past. This section is currently used to access the three properties that are co-applicants for this vacation. The owners have provided a letter of support

Fiscal Impact:

Submitted by: Martin Schmidt

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Resolution appears legally sufficient for the Board's consideration. If possible, I recommend placing a space between "Block" and "1" and "2" in street description. ASFR 10.13.22

Reviewed by: GUNCOUNTY1\dbishop

Discharge Date: 10/14/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/14/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 10/18/2022

Street Vacation Checklist PWD Review

Public Works recommends the findings as follows:

#1.	Public Notice	Work with Admin & set Public Hearing Date & Time		
		(2x in local newspaper)	Yes	No N/A
		County Website	Yes	No N/A
		Notice to Utility Companies	Yes	No N/A
		Notice to County Departments	Yes	No N/A
#2	Compliance with <u>Road Standards</u> Section 2.9.2			
2-1	Compliance with C.R.S. 43-2-301 et.seq		Yes	No N/A
2-2	Consistency with comp plan		Yes	No N/A
2-3	Restricts or makes difficult access to any parcel <i>Isolates 264 Oak St.</i>		Yes	No N/A
2-4	Disruptive to existing travel modes		Yes	No N/A
2-5	Changes conditions in traffic or development plans		Yes	No N/A
2-6	Anticipates changes or conditions in traffic or developments		Yes	No N/A
2-7	Adverse impacts to natural environment		Yes	No N/A
2-8	Impacts to community needs		Yes	No N/A

2-9	Impact on public health, safety or welfare	Yes	No	N/A
2-10	Conflicts with other established County roads or public Roads under County jurisdiction	Yes	No	N/A
2-11	Increased risk to emergency services personnel	Yes	No	N/A
2-12	Benefits outweigh detriments	Yes	No	N/A
2-13	Public Benefits (may include a benefit not on this list)			
	Lot Cluster	Yes	No	N/A
	OWTS build or improvement	Yes	No	N/A
	Increased safety of route	Yes	No	N/A
	Unbuildable route	Yes	No	N/A
	Unreasonable scar on landscape	Yes	No	N/A
2-14	Impacts on maintenance of structures deemed Necessary by the County	Yes	no	N/A

Electric
-GCEA

Street Vacation Checklist Items from the Applicant

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

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

A. Purpose.

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

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

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

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

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

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

B. Application Process.

The applicant shall complete and file with the Director of Public Works three copies of an application in the form required by the Director with ten copies of all attachments.

At a minimum the request must contain:

1. Applicant's name, address and phone number.

2. Legal description if not a platted street or alley.
3. Name, address, phone number for person or firm authorized to represent the applicant.
4. Map showing location of section to be vacated which also shows names and addresses of all owners of property adjacent to the section or street or alley to be vacated.
5. If any portion of the street or alley is within a subdivision or is adjacent to a subdivision lot the applicant must provide the names and addresses of all property owners within the subdivision.
6. Survey by a Colorado licensed surveyor of adjacent properties and street right-of-way.

The Director of Public Works will forward copies of all information to the County Attorney and the County Planning Director and other County Departments that might have an interest.

The applicant for the vacation must notify all property owners adjacent to the road, postmarked no later than fourteen days before the hearing, by mailing to each of them, by certified mail, return receipt requested, a complete copy of the request for a vacation and a copy of the notice of the public hearing; the applicant must provide proof of such notification to the Director of Public Works at least seven days prior to the public hearing.

As applicable, letters of consent to the vacation from utility companies whose facilities are located in legal easements in or adjacent to the proposed vacation, and a copy of the easement agreements, if such agreements exist, must be provided to the Director of Public works at least seven days prior to the public hearing.

A staff recommendation based on information available will be prepared for the Board before a public hearing is held (the recommendation may change based on public input).

The County Attorney's office will finalize the necessary documentation if the street vacation is approved by the Board.

Any condition required by the Board must be completed before the vacation shall be made effective.

A precondition to granting any vacation shall be the granting and recording of perpetual easements for all existing and proposed utilities on the right-of-way being vacated.

The applicant for a vacation shall will be required to prepay all estimated costs, including but not limited to administrative costs, costs of publication of legal notice of public hearing, travel time and cost of certified and regular mailings, pertinent to application, whether or not the application is granted.

To: Gunnison County Public Works Department
195 Basin Park Drive, Gunnison, CO 81230

From: Lyle & Toni Johnston, 259/261 Oak St, TinCup, Almont, CO 81201 ph 970-641-5157
Frank Anderson, 264 Oak St, TinCup, Almont, CO 81201 ph 760-403-2506 cell
Albert Blake, 270 Oak St, TinCup, Almont, CO 81201 ph 970-641-2432

We the owners of properties adjacent to Oak Street in TinCup, Colorado, would like to submit our request and application to vacate and abandon the remaining non abandoned portion of Oak Street. The South portion of Oak has been vacated/abandoned and we, property owners, would like the remaining North portion abutting our properties to be vacated/abandoned. This will not have any negative effects nor impact to any environmental, community, county, or utility entities.

The partially vacated road is perceived as a private drive for property owners, but used for the general public as a dead end, non outlet turn around in all owners property yards.

Attached, please find all necessary signatures of all parties, property warranty deeds, survey plats, legal descriptions, photos, maps and fees.

Property owners will assume all rules, regulations, taxes and obligations of the vacated property.

Respectfully,
Lyle & Toni Johnston
Authorized signatory persons submitting
[Redacted]
[Redacted]



Jerry Greene, P.E.
Consulting Engineer
28 Quartz Street
Gunnison, CO 81230
970-641-3342
970-209-9989 cell



**LOT CLUSTER AGREEMENT AND DECLARATION
GUNNISON COUNTY, COLORADO**

THIS Lot Cluster AGREEMENT AND DECLARATION is made this 18th day of September, 2011 by and between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County") and _____ (jointly and severally) (hereinafter "Owner").
LYLE B. JOHNSTON and TONI K. JOHNSTON

RECITALS:

1. The undersigned (are) the owner of the following described properties; Parcel No. 1, Lots 1 thru 5 and 20 thru 24, both inclusive of Block 1, Town of Tincup, per Plat thereof recorded December 12, 1889 @ Reception No. 54310, Gunnison County, and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado
2. This Lot Cluster Agreement and Declaration is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, it is agreed that:

1. Gunnison County and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.
2. This Agreement does not independently change or amend any fee, assessment or charge regarding any service to such real property.
3. This Lot Cluster Agreement And Declaration is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this Agreement is or shall be construed to be a waiver of applicable County building, sanitary or other permit requirements.
4. This Agreement and Declaration shall not have effect until it is recorded, at the cost of the applicant, with the Clerk and Recorder of Gunnison County, Gunnison Colorado.
5. This Lot Cluster approval does not result in a guarantee of approval of an Individual Septic System variance approval.
6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action; the companies' comments are attached to, and are hereby incorporated as part of this Agreement and Declaration.

S Dominguez Gunnison County, CO 608918
10/18/2011 11:02 AM Pg: 1 of 2
502 R: \$16.00 D: \$0.00



**LOT CLUSTER AGREEMENT AND DECLARATION
GUNNISON COUNTY, COLORADO**

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made this 18th day of October, 2011 by and between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County") and _____ (jointly and severally) (hereinafter "Owner").
LYLE B. JOHNSTON and TONI K. JOHNSTON

RECITALS:

1. The undersigned (are) the owner of the following described properties; Parcel No. 2, Lots 6 thru 19 inclusive of Block 1, Town of Tincup, according to the Plat thereof recorded December 12, 1889 @ Reception No. 54310, Gunnison County, and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado
2. This Lot Cluster Agreement and Declaration is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, it is agreed that:

1. Gunnison County and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.
2. This Agreement does not independently change or amend any fee, assessment or charge regarding any service to such real property.
3. This Lot Cluster Agreement And Declaration is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this Agreement is or shall be construed to be a waiver of applicable County building, sanitary or other permit requirements.
4. This Agreement and Declaration shall not have effect until it is recorded, at the cost of the applicant, with the Clerk and Recorder of Gunnison County, Gunnison Colorado.
5. This Lot Cluster approval does not result in a guarantee of approval of an Individual Septic System variance approval.
6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action; the companies' comments are attached to, and are hereby incorporated as part of this Agreement and Declaration.

S Dominguez Gunnison County, CO 608919
10/18/2011 11:02 AM Pg: 1 of 2
502 R: \$16.00 D: \$0.00


GENERAL WARRANTY DEED

BOOK 679 PAGE 642

STEPHEN R. CARRICATO and JULIA A. CARRICATO, whose address is P. O. Box 397, Buena Vista, Colorado 81211, for the consideration of forty five thousand dollars and other valuable consideration in hand paid, hereby sell and convey to LYLE B. JOHNSTON and TONI K. JOHNSTON, in joint tenancy, whose address is 104 Cottonwood Lane, Rocky Ford, Colorado 81067, the following real property in the County of Gunnison and State of Colorado, to wit:

Lots 1, 2, 3 and the North 1/2 of Lot 4, Block 1, TOWN OF TINCUP,
County of Gunnison,
State of Colorado,

STATE DOCUMENTARY FEE
DATE 6/27/90
4.50

with all appurtenances, and warrant the title to the same, subject to the terms, conditions, and reservations contained in the United States Patent in Book 115 at page 353, an easement and right of way for an existing water line reserved in Book 569 at page 578, easements in place, and real property taxes for 1990 payable in 1991.

Signed as of June 25, 1990.

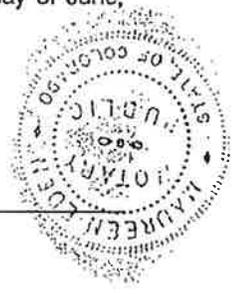
Stephen R. Carricato
STEPHEN R. CARRICATO

Julia A. Carricato
JULIA A. CARRICATO

STATE OF COLORADO)
County of Gunnison) ss.

The foregoing instrument was acknowledged before me this 26th day of June, 1990 by STEPHEN R. CARRICATO and JULIA A. CARRICATO.

Witness my hand and official seal.
My commission expires: 9-15-93, 1993



Maureen Eder
Notary Public
Address: 221 S. Main St.
Gunnison CO 81230
Telephone: (303) 641-2171

450

Prepared by Russell & Wright, P.C.
P.O. Box 179
Gunnison, Colorado 81230
Carricato-Johnston.GWD



SPECIAL WARRANTY DEED

Gene Dodd and Kathleen Dodd, for good and valuable consideration, hereby sell and convey to Lyle B. Johnston and Toni K. Johnston, as joint tenants, whose address is 19158 Farallon Road, Madera, California 93638, the following real property and water and water rights in the County of Gunnison and State of Colorado, to wit:

The South 1/2 of Lot 4 and all of Lots 5 through 24, both inclusive, Block 1, TOWN OF TINCUP, according to the plat thereof recorded December 12, 1889 at Reception No. 54310,

TOGETHER WITH an undivided one half interest in a septic system located on the south one half of Lot 4,

TOGETHER WITH all right, title and interest in all water and water rights, ditches, and pipelines used on or appurtenant thereto including but not limited to an undivided one half interest in the McCormick Osborn Pipeline for .10 c.f.s. of water, structure No. 26, Priority No. 529, in Water Division No. 4, in old Water District No. 59,

TOGETHER WITH an easement and right of way for a water line over Lots 1, 2 and 23, Block 2, Town of Tincup, as described in Right of Way Deed recorded September 14, 1955 in Book 598 at Page 421.

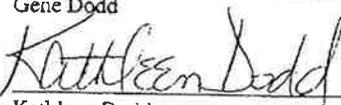
TOGETHER WITH a reserved easement for said pipeline across the easterly one-third of Lots 1-3, and the north one half of Lot 4, Block 1, Tincup, as recorded in Book 589 at Page 578 (Reception No. 361142), all of the official records of Gunnison County,

The West one half of Oak Street adjacent to Lots 7 through 12, Block 1, the East one half of vacated Willow Street between the centerline of Tenth Street to the South line of Eleventh Street, and the North one half of Tenth Street from the centerline of the alley in Block 1 to the centerline of Oak Street, Tincup, Colorado, in accordance with the Gunnison County Commissioners Resolution No. 507418, 423863, 523867 and 533303,

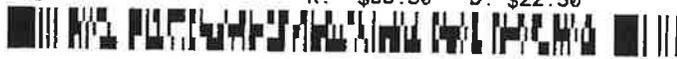
County of Gunnison,
State of Colorado,

with all its appurtenances, and warrant the title against all persons claiming under grantor, subject to reservations as set forth in United States Patent recorded in Book 115 at Page 353; those matters as disclosed on the Plat of the Town of Tin Cup recorded at Reception No. 54310, as affected by Findings of Fact, Conclusions and Determination recorded in Book 559 at Page 263 and also recorded in Book 560 at Page 355; terms, conditions and right of way as set forth in instrument recorded in Book 298 Page 421; reservations as contained in Resolution No. 2000-61 recorded at Reception No. 507418; terms and conditions as contained in Resolution No. 2001-36 recorded at Reception No. 515365; terms and conditions as contained in Resolution No. 2001-39 recorded at Reception No. 523867 and 523863; and real property taxes for 2007 due and payable in 2008.

Dated this 31st day of October, 2007.


Gene Dodd

Kathleen Dodd

07-09-041



STATE OF Colorado)
County of Douglas) ss

The foregoing instrument was acknowledged before me this 31st day of October, 2007 by Gene Dodd and Kathleen Dodd.

Witness my hand and official seal.

My commission expires: July 6, 2008

Linda L. Pieper
Notary Public

LINDA L. PIEPER
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires July 06, 2008

GUNNISON COUNTY PUBLIC WORKS DEPARTMENT

195 Basin Park Drive
Gunnison, CO 81230

NOTICE OF PUBLIC HEARING
REGARDING PETITION TO VACATE CERTAIN STREET
IN THE TOWN OF TINCUP, COLORADO

The Board of County Commissioners of Gunnison County, Colorado, will hold a public hearing regarding the petition filed by Lyle & Toni Johnston, Frank Anderson and Albert Blake to vacate a portion of Oak Street in the Town of Tincup, Colorado. The portion of the street that the petitioners seek to have vacated is described as follows:

That portion of Oak Street lying between Lots 1-6, Block 1 and Lots 19-24, Block 2 of the Town of Tincup, Gunnison County, Colorado.

The public hearing will be held on **October 18, 2022, at 10:00 a.m. in the Commissioners Room, Gunnison County Courthouse, 200 East Virginia Avenue, Gunnison, Colorado.** The public is invited to attend and participate.

Martin Schmidt
Assistant County Manager for Public Works

Gunnison Country Times: Publish as a Legal Notice for the weeks of 10/3/22 and 10/10/22.

↑ N

Forest Service Town Bdy

Resolution 11-94

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JOHNSTON & LYLE

GENE & KATHLEEN

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DODD

EXISTING DRIVEWAY

Proposed Oak Street Vacation

ALBERT BLAKE

FRANK ANDERSON

EDNA CRANOR

EDNA CRANOR

SKOTT

NANCY TREDWAY

VACATED B 337 P 234 B 667 P 471

88.4'

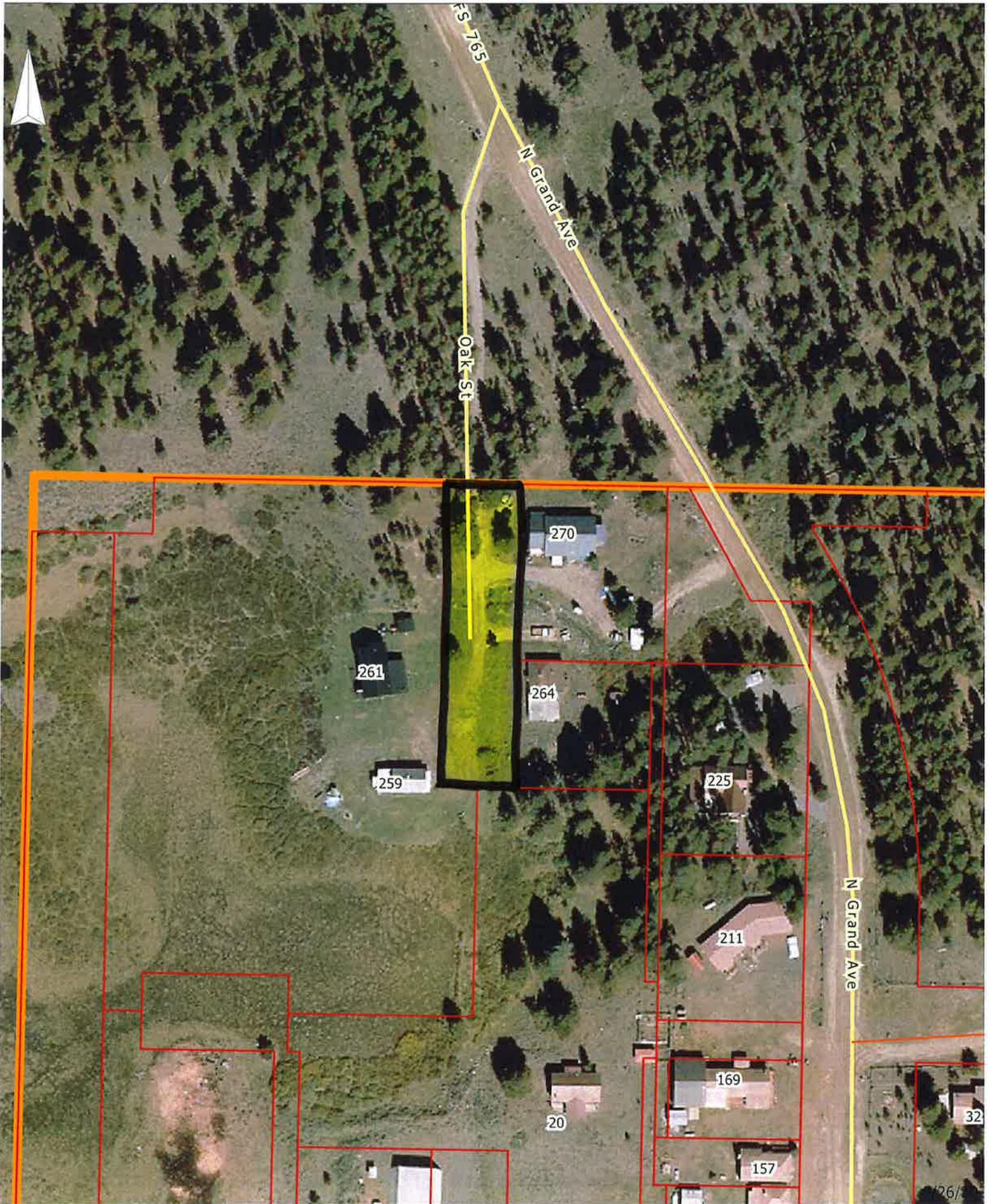
Lot Cluster Parcel #11

Lot Cluster Parcel #2

VACATED R 523863

A

PREVIOUSLY VACATED BY RESOLUTION # 507418, # 523863, # 523867, and # 533303



6th October 82 12:30 P. Joanne M. Reiting
By *Joanne Reiting* DEEDS

370033

PERSONAL REPRESENTATIVE'S DEED

STATE DOCUMENTARY FEE
DATE 10/6/82
No Fee

THIS DEED is made by Frank W. Anderson as Personal Representative of the Estate of Wanda D. McCormick, also known as Wanda D. Daily, deceased, Grantor, to Frank W. Anderson, Grantee, whose address is P.O. Box 317, Rancho Mirage, CA 92270.

WHEREAS, the above-named decedent in her lifetime made and executed her Last Will and Testament dated January 4, 1981, which Will was duly admitted to informal probate on May 27, 1981, by the Probate Court in and for the City and County of Denver, and State of Colorado, Probate No. 81 PR 806.

WHEREAS, Grantor was duly appointed Personal Representative of said Estate on May 27, 1981, and is now qualified and acting in said capacity.

NOW, THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell, convey, assign, transfer and set over unto Grantee as the person entitled to distribution of the property under the above captioned Will, the following described real property situate in the County of Gunnison, State of Colorado:

Lots 19, 20, 21 and 22, Block 2, Tincup

also known as street and number NONE
With all appurtenances, free and clear of liens and encumbrances, except NONE.

As used herein, the singular includes the plural and the masculine gender, the feminine and neuter genders as the context may require.

Executed October 1, 1982.

Frank W. Anderson

as Personal Representative of the Estate of Wanda D. McCormick, also known as Wanda D. Daily, Deceased.

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

The foregoing instrument was acknowledged before me this 1st day of October, 1982, by Frank W. Anderson as Personal Representative of the Estate of Wanda D. McCormick, also known as Wanda D. Daily, Deceased.

Witness my hand and official seal.

My commission expires: March 4, 1983.



Martha W. Grandy
Martha W. Grandy, Notary Public
2445 S. Meade St.
Denver, CO 80219

Sent: Monday, September 26, 2022 3:22 PM
To: Debbi Ferchau
Subject: RE: Street Vacation Comment Form

Hi Debbie,

Unless access easements are in place, it appears that this vacation would isolate 264 Oak St. It would also hamper access to lots owned by Tredway and Johnston. Without knowing all the information, it appears on the surface that this vacation is not advisable.

Sent: Tuesday, September 27, 2022 10:40 AM
To: Debbi Ferchau <DFerchau@gunnisoncounty.org>
Subject: RE: Street Vacation Request

[EXTERNAL SENDER - USE CAUTION]

Debbi

GCEA has power to these houses in this street right of way, to maintain and repairs in the future GCEA need this street to stay open to access the power equipment.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2022-____

A RESOLUTION VACATING A CERTAIN PORTION OF OAK STREET LYING WITHIN
THE TOWN OF TINCUP, COUNTY OF GUNNISON, STATE OF COLORADO

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

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

WHEREAS, the Board has received a request to vacate a certain portion of Oak Street lying within the Town of Tin Cup, County of Gunnison, State of Colorado described as follows:

That portion of Oak Street lying between Lots 1-6, Block 1 and Lots 19-24, Block 2 of the Town of Tin Cup, County of Gunnison, State of Colorado; and

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

WHEREAS, there will be no adverse impact to the natural environment, community needs or public health, safety and welfare from the vacation of the above described portion of Oak Street lying within the Town of Tin Cup; and

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

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

That portion of Oak Street lying between Lots 1-6, Block 1 and Lots 19-24, Block 2 of the Town of Tin Cup, County of Gunnison, State of Colorado; and

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

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

1. This Resolution.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth K. Smith, Commissioner

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Kebler Trailhead; Winter Parking Permits

Action Requested: Motion

Parties to the Agreement:

Term Begins: October 31, 2022

Term Ends:

Grant Contract #:

Summary:

The winter parking permits at the Kebler trailhead by Crested Butte is an annual task undertaken by the Public Works staff to ensure access to properties beyond the plowed roadways. Increasing demand of recreationalists and landowners make this a critical task. The history and 2022-23

Fiscal Impact:

Submitted by: Martin Schmidt

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

I plan to visit with Martin about the amount of this fee in the future. We plan to work on more precise internal costing to see if the program is financially self-sustaining at \$125. I am in support of the current fee level for the winter of 22/23.

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 10/13/2022

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\dbishop

Discharge Date: 10/12/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/14/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 10/18/2022

GUNNISON COUNTY, COLORADO
PUBLIC WORKS DEPARTMENT
195 BASIN PARK DRIVE
GUNNISON, CO 81230

MEMORANDUM

TO: BOCC and Matthew Birnie
FROM: Martin Schmidt, Assistant County Manager for Public Works
DATE: October 6, 2022
SUBJECT: Kebler Pass Trailhead Parking Permits
COMMENT:

The permitting system structure for the Kebler trailhead has been a challenge for many years. The County has long maintained a plowed parking lot on CR 12 for backcountry access. The demand for parking at this trailhead, increasing numbers of year-round residents living off grid and beyond the plowed road makes management of parking a regrettable necessity.

The issue on the agenda is specifically about the structure of the permit system for the winter of 2022-2023. Staff is working with a stakeholder group to determine the policies that the County will pursue in the future. Staff anticipates that future regulation will be closely aligned with the current system.

Public Works designates different areas for parking at the trailhead. There is a section for trailers, overnight vehicles, day use vehicles, snowmobiles (over the snow vehicles) and forest service permittees. In the winter of 2019-2020, at the direction of the Board of County Commissioners, Public Works issued one permit per property owner until all owners had a chance to purchase a permit. After December 2, 2019, a second permit was then issued to people on the waiting list. This worked, but it caused a lot of anger and frustration with people needing multiple permits. It also appeared that the trailer parking area became a storage facility for trailers not necessarily owned by property owners. Concerns were raised that extra trailer permits and snowmobiles tags were being given or sold to non-property owners.

In 2020 a stakeholder meeting was held to gather information and allow for input on the process. The 2020-2021 season procedure was informed by this meeting.

In 2020 the fee increased from \$100 to \$125 per parking permit and residents were allowed to purchase two (2) permits initially if desired. The number of trailer permits that could be issued remained the same and the number of snowmobiles tags per residence was limited to five (5). In 2021 the cost of the parking permit remained at \$125.00 and residents were able to purchase two (2) permits initially if desired. Trailer permits were not issued due to a situation with the trailer parking area and possible court action. Snowmobile tags stayed at 5 total per property owner.

Full-time residents in the Irwin Townsite will assert that they “deserve” first option at the permits because they live beyond plowed roads. Public Works staff does not have the bandwidth to determine the level of occupation, and would rather use the status of the septic permit as a qualifier for the permits. Permits are not issued to owners of vacant land or properties with pending enforcement actions. There are 56 overnight parking spots available at the trailhead and the permitted residences are checked at the time of application, not all of which apply for winter parking.

2019-2020 Permit Protocol:

\$100.00 per permit, 1 initially then 2nd after 12/2/19 / 1 Trailer tag issued / unlimited snowmobile tags

2020-2021 Permit Protocol:

\$125.00 per permit, 2 initially (max of 2) / 1 Trailer tags issued / 5 snowmobiles tags

2021-2022 Permit Protocol:

\$125 per permit, 2 initially (max of 2) / No Trailer tags issued / 5 snowmobiles tags

Winter Season	Vehicle Permits	Trailer Permits	Snowmobile Tags
2021-2022	56	0	128
2020-2021	55	38	138
2019-2020	49	26	172
2018-2019	44	23	108
2017-2018	43	24	N/A
2016-2017	36	23	N/A

Staff Recommendation:

For the 2022-2023 season the Public Works staff is recommending two (2) permits are offered per permitted residence until no spots are available, one (1) snowmobile trailer tag per vehicle permit, and up to five (5) snowmobile tags per residence. Vehicles and over the snow vehicles will be required to park in the designated spots. Permits will be issued on a first come, first served basis starting October 31st, 2022. Ticketing and towing will begin on December 9th, 2022.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Declining Participation in the FAMILI P

Action Requested: Motion

Parties to the Agreement:

Term Begins: January 1, 2023

Term Ends:

Grant Contract #:

Summary:

Please see MEMO providing notice of the recommendation to opt-out of the FAMILI program.

Fiscal Impact:

Submitted by: Lauren Trautz

Submitter's Email Address: ltrautz@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

In the time since the memo was submitted, we have determined that the cost to self-fund a short-term disability insurance program as an interim solution is very reasonable. I fully support this first step in providing a valuable benefit to our workers.

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 10/13/2022

County Attorney Review:

Required

Not Required

Comments:

Matt previously approved as legally sufficient. ASFR 10.13.22

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 10/13/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/14/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 10/18/2022



Lauren Trautz
HR Director
Gunnison County
(970) 641-7962 tel
(970) 641-7618 fax

ltrautz@gunnisoncounty.org

MEMORANDUM

TO: Gunnison County Board of County Commissioners (BOCC)
FROM: Lauren Trautz, Human Resources Director
DATE: October 12, 2022
RE: Paid Family and Medical Leave Insurance Program (FAMLI)

The purpose of this memorandum is to provide notice of the recommendation to opt-out of the FAMLI program.

Under the FAMLI Act, covered individuals may take *up to 12 weeks* of **paid** aggregate family/medical leave (up to 16 weeks for pregnancy complications) in a 12-month period administered by the State of Colorado for:

- Birth, adoption, placement, care of a new child during first year after birth, adoption or foster care;
- Care for a family member with a “serious health condition” (including pregnancy);
- An employee’s own serious health condition;
- Exigency leave (active duty military; post deployment or death); or
- Safe leave (employee or employee’s family member is the victim of domestic abuse, stalking or sexual assault/abuse)

For the following reasons, it is recommended that Gunnison County opt-out of the FAMLI program at this time:

- **Effective 01/01/2023, premiums would be due for all employees, whereas benefits of the program would not be payable until 01/01/2024. Therefore, no benefits would be provided to Gunnison County employees in 2023.**
- **Eligible Gunnison County employees earn 8 hours of sick time per month and are provided no limit on how much sick time they can bank.**
- If the County doesn’t decline coverage now, it must wait three years to decline. Conversely, if the County opts out now, it can opt-in in any future year.
- There will be monetary savings for both the County (approximately \$50k) and the employee will not see additional premiums for the program.
- The County provides 12 days of sick leave per year for full-time employees and 1 hour per 30 hours worked to part-time employees and therefore employees can still be responsible for saving and using their own leave. If using the Sick Leave Bank Board, the decision to grant leave is made by a committee of the employee’s peers, rather than the State of Colorado.
- In-house programs may be less administratively burdensome. Gunnison County is evaluating the 2023 budget for a self-funded short-term disability program for full-time benefit eligible employees that would pay 60% of weekly wages up to \$1,500/week, which is an increased benefit from FAMLI.

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 22- _____**

**A RESOLUTION DECLINING PARTICIPATION IN THE FAMLI PROGRAM AND
PROVIDING FOR NOTIFICATION TO THE STATE OF COLORADO OF SUCH
DECLINATION OF PARTICIPATION**

WHEREAS, the Board of County Commissioners has the authority under Colorado law, including, but not limited to C.R.S. §§ 30-11-103 and 107 to make decisions regarding the County budget, personnel benefits, and employment policies; and

WHEREAS, the Colorado General Assembly enacted legislation known as the Paid Family and Medical Leave Insurance Act (FAMLI), C.R.S. § 8-13.3-501 *et seq.*, the provisions of which become effective in 2023; and

WHEREAS, C.R.S. § 8-13.3-522 provides that a local government may decline participation in the family and medical leave insurance program pursuant to rules promulgated by the State of Colorado; and

WHEREAS, the Colorado Department of Labor and Employment, Division of FAMLI (Division) has promulgated 7 CCR 1107-2 pursuant to the foregoing authority; and

WHEREAS, pursuant to Section 2.6(A)(2) of 7 CCR 1107-2, the Board finds that public notice of this Resolution was properly provided in the same manner as notice of Board of County Commissioner meetings and actions; and

WHEREAS, pursuant to Section 2.6(A)(2) of 7 CCR 1107-2, the Board finds that the Human Resources Department has provided notification in writing to the employees of the County prior to the Board's adoption of this Resolution and informed employees of their opportunity to comment to the Board regarding this Resolution; and

WHEREAS, the Board finds that it has provided the opportunity to the public and to County employees the opportunity to be heard regarding this Resolution prior to its adoption; and

WHEREAS, the Board has reviewed and considered comments it has received, the advantages and disadvantages of participation in FAMLI, and the current benefits provided by the County to its employees; and

WHEREAS, the Board finds it in the best interests of the County, the public and County employees that Gunnison County should decline participation in FAMLI; and

WHEREAS, an employee of a local government that has declined participation in the program may elect coverage and individual participation pursuant to the laws and rules governing such election; and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Gunnison County hereby declines participation in the in the family and medical leave insurance program;
2. Pursuant to Section 2.6(A)(2) of 7 CCR 1107-2, the Gunnison County Human Resources Department is hereby directed to, within 30 days of the adoption of this Resolution provide County employees with a written individual notice of the local government's declination vote and the impact toward FAMLI, or other paid family and leave insurance coverage.
 - a. The notice shall explain the differences between benefits offered by the FAMLI program and any private plan offered by the local government.
 - b. The notice shall state which employees, if any, are eligible for job protection under the federal Family and Medical Leave Act (FMLA) benefits or other local provisions were applicable.
 - c. The notice shall contain information regarding the right of local government employees to voluntarily opt into FAMLI benefits pursuant to Section 8-13.3-514 C.R.S., and the contact information for the Division.
 - d. The notice shall be displayed in a conspicuous and accessible place in each County building or facility where County employees are employed.
3. Pursuant to Section 2.5(A) of 7 CCR 1107-2, the Gunnison County Human Resources Department is hereby directed to provide a copy of this executed and attested Resolution to the Division.
4. Pursuant to Sections 2.5(C) and 2.6(B) of 7 CCR 1107-2, the Gunnison County Human Resources Department is hereby directed to bring this Resolution before the Board no later than eight (8) years after its adoption.
5. To the extent not included above, the Human Resources Department is directed to provide county employees with information regarding the FAMLI program as is required by statute and regulation, and to provide payroll deduction processing to any employees who elect to participate in FAMLI as individuals.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and **ADOPTED AND EFFECTIVE** this _____ day of October 2022.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

:

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson

Elizabeth Smith, Commissioner

Attest:

Clerk/Deputy Clerk to the Board



Paid Family and Medical Leave Insurance Program (FAMLI)



September 2022

What is FAMLI?

What are the benefits?

up to 12 weeks paid leave

up to \$1,100 a week in wages

keep job and benefits

What absences are covered?

bonding with a new child

caring for yourself or others during a serious illness

safe leave for domestic or sexual abuse

assisting a family member called to active duty

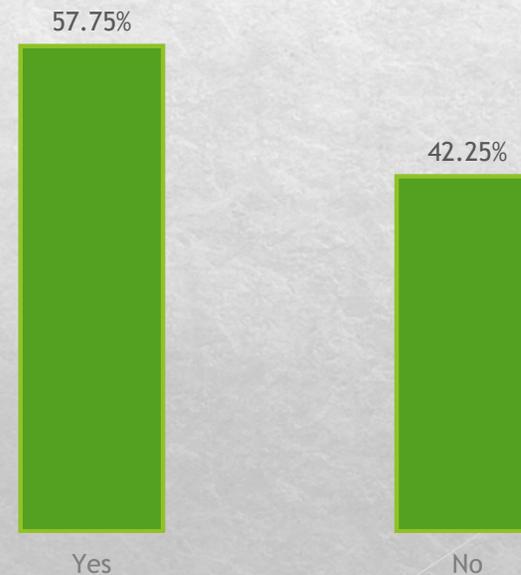
What does it cost?

0.90 percent of an employee's wage

- at least 50 percent paid by employer
- up to 50 percent paid by employee

November 2020 Proposition 118

Election Results



Proposition 118: Paid Family and Medical Leave Insurance Program

Proposition 118 proposes amending the Colorado statutes to:

- create a paid family and medical leave insurance program for Colorado employees administered by the Colorado Department of Labor and Employment;
- require employers and employees in Colorado to pay a payroll premium to finance paid family and medical leave insurance benefits beginning January 1, 2023;
- allow eligible employees up to 12 weeks of paid family and medical leave insurance benefits annually beginning January 1, 2024; and
- create job protections for employees who take paid family and medical leave.

What Your Vote Means

YES

A "yes" vote on Proposition 118 means the state will create an insurance program to provide paid family and medical leave benefits to eligible employees in Colorado funded by premiums paid by employers and employees.

NO

A "no" vote on Proposition 118 means the state will not create a paid family and medical leave insurance program.

Examples

	Admin Assistant	Senior Accountant
Annual Wages	\$43,900	\$78,000
Weekly Wage	\$844.23	\$1,500.00
Employee Premiums Paid	\$197.55	\$351
Gunnison County Premiums Paid	\$197.55	\$351
Maximum Weekly FAMI Benefit	\$844.23	\$1,100.00

\$844.23

\$844.23

\$1,500.00

\$1,100.00

Timeline



- ▶ October 27, 2022: Notify Employees at Benefits Open Enrollment
- ▶ July 1, 2023: Revisit FMLI Decision

180 days notice must be given to employees before any change regarding access to FMLI benefits is effective. This gives workers time to make arrangements and self-select coverage if they wish to do so. Benefits do not start until 2024.

Timeline

First Vote

Anytime before
January 1, 2023



180 Days Prior to Change in Benefits

Notify employees of any forthcoming changes.
This will not apply until the second half of 2023
as benefits won't begin until 2024



Within 30 Days

Notify employees of decision



3 Years

Required length of participation if a
local government chooses to opt in
after previously opting out.

8 Years

A vote to opt out of the program
must be held at least every 8 years.



Voting Timelines

Opt In

- Town of Crestone

Opting In or Out Informal Survey

Leaning Opt Out

- Alamosa County
- Town of Avon
- Town of Breckenridge
- Cañon City
- Commerce City
- Clear Creek County
- Cortez
- City of Craig
- Town of Eagle
- City of Englewood
- Town of Estes Park
- Town of Frederick
- City of Golden
- City of Grand Junction
- City of Louisville
- City of Montrose
- Town of Pritchett
- City of Pueblo
- Town of Severance
- City of Sheridan
- Town of Silverthorne
- City of Steamboat Springs
- Town of Walden
- Town of Wellington

Opting Out

- Town of Bethune
- City of Castle Pines
- Town of Castle Rock
- Chaffee County
- City of Cripple Creek
- City of Delta
- Greenwood Village City
- City of Gunnison
- El Paso County
- Jefferson County
- Town of Kersey
- Lake County
- Town of Limon
- City of Manitou Springs
- City of Monte Vista
- Town of Mountain Village
- City of Northglenn
- Town of Ordway
- Town of Parachute
- Town of Parker
- Town of Red Cliff
- Town of Telluride
- Weld County
- Town of Westcliffe

Current Paid Benefits at the County

Holidays

Full-time: 11 paid holidays per year

Sick Leave:

Full-time: 12 days of sick leave per year (8 hours per month)

Part-time: Required to provide 1 hour per 30 hours worked

FMLA: Up to 12 weeks of unpaid leave (may use other paid leave concurrently)

Sick Leave Transfers: may be granted additional sick days upon a written application to their Supervisor with the approval of the Sick Leave Bank Board.

Vacation leave

Employees Working a 40-Hour Workweek. Employees in full-time positions working a 40-hour workweek earn vacation for each full month of continuous service as follows:

Hire date through the end of year 4: 6-2/3 hours per month

Start of year 5 through the end of year 8: 8 hours per month

Start of year 9 through the end of year 15: 10 hours per month

Start of year 16 through the end of year 20: 12 hours per month

Start of year 21 through separation: 14 hours per month

Employees Working Less Than a 40-Hour Workweek. Currently, eligible employees working fewer than 40 hours per workweek earn vacation on a prorated basis according to the number of hours worked per year. Employees in scheduled (non-benefit) part-time positions, intermittent part-time positions or temporary positions shall not receive paid vacation.

Opting Out

- ▶ The County may opt-out to avoid the employer portion of the premium (estimated at \$48,000 per year for the County and \$48,000 for employees)
- ▶ Public hearing and a vote scheduled for October 18, 2022 at the Regular Session of the Board of County Commissioners Meeting.
- ▶ Within 30 days of the vote, we will provide notices with:
 - ▶ Employee eligibility for job protection under FMLA
 - ▶ Information on opt-in to FAMLI
 - ▶ Contact information
- ▶ The decision to opt out must be renewed every 8 years
- ▶ Can opt back in for coverage at the beginning of any year

Recommendation: Opt-Out of FAMLI

For the following reasons, it is recommended that Gunnison County opt-out of the FAMLI program at this time:

- ▶ **Effective 01/01/2023, premiums would be due for all employees, whereas benefits of the program would not be payable until 01/01/2024. Therefore, no benefits would be provided to Gunnison County employees in 2023.**
- ▶ Eligible Gunnison County employees earn 8 hours of sick time per month and are provided no limit on how much sick time they can bank.
- ▶ If the County doesn't decline coverage now, it must wait three years to decline. Conversely, if the County opts out now, it can opt-in in any future year.
- ▶ There will be monetary savings for both the County (approximately \$50k) and the employee will not see additional premiums for the program.
- ▶ The County provides 12 days of sick leave per year for full-time employees and 1 hour per 30 hours worked to part-time employees and therefore employees can still be responsible for saving and using their own leave. If using the Sick Leave Bank Board, the decision to grant leave is made by a committee of the employee's peers, rather than the State of Colorado.
- ▶ In-house programs may be less administratively burdensome. Gunnison County is evaluating the 2023 budget for a self-funded short-term disability program for full-time benefit eligible employees that would pay 60% of weekly wages up to \$1,500/week which is an increased benefit from FAMLI. (see example on slide 4)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft; 2023 Holiday Schedule

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached draft 2023 Holiday Calendar.

Fiscal Impact: n/a

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/14/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 10/18/2022



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

TO: Jonathan Houck, Roland Mason, Liz Smith, Matthew Birnie
DATE: October 13, 2022
SUBJECT: 2023 Holiday Schedule

All:

Please review the attached draft 2023 holiday schedule, which follows our customary practice of following Federally designated holidays. This schedule includes Juneteenth and proposes 12 total holidays (the County has averaged 11.52 days per year since 2002). The only deviations from the Federal holiday schedule are:

- The deletion of Columbus Day (October 9th; the BOCC decided years ago to forgo this holiday and add the day back to the schedule during the December holiday schedule, which is seen on this proposed calendar as Tuesday, 12/26)
- The addition of the day after Thanksgiving (a Friday – we have historically given employees this day)

If you have any questions or concerns, please let me know.

Thank you,

Katherine



2023 Holiday Schedule

Monday	January 2 nd	New Year's Day (observed)
Monday	January 16 th	Martin Luther King Jr.'s Birthday
Monday	February 20 th	Washington's Birthday
Monday	May 29 th	Memorial Day
Monday	June 19 th	Juneteenth
Tuesday	July 4 th	Independence Day
Monday	September 4 th	Labor Day
Friday	November 10 th	Veterans' Day
Thursday	November 23 rd	Thanksgiving Day
Friday	November 24 th	Business Day after Thanksgiving
Monday	December 25 th	Christmas Day
Tuesday	December 26 th	Business Day after Christmas