

1 - Agenda

2 - Liquor License Renewal

3a - CDOT Grant Award Letter

3b - Tobacco Grant Application

3c - Agreement with Concrete Conservation

3d - City of Gunnison Grant App

4a - Draft 2023 BOCC Schedule

4b - Upcoming Meetings

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA – REVISION #1

DATE: Tuesday, November 1, 2022

Page 1 of 1

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

- 8:30 am
- Call to Order
 - Alcohol Beverage License; Red Mountain Liquors, Inc., dba Red Mountain Liquors; License #15-15264-0000; Effective 12/20/2022 thru 12/20/2023
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:31 am
- Call to Order; Agenda Review
 - 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. Grant Award Letter, Summary of Grant Award Terms and Conditions; Colorado Department of Transportation, Colorado Aeronautical Board, Division of Aeronautics; General Aviation Ramp Rehabilitation – Design; \$440,000 with \$48,889 Local Match
 2. FY24-FY 26 Colorado State Tobacco Education and Prevention Partnership Program (STEPP) LHA Mini Application; \$50,000
 3. Professional Services Agreement; Concrete Conservation, LLC; Apply SpectraShield to Existing Manholes; 10/13/2022 thru 12/31/2022; \$39,000
 4. Request to Submit Grant Application; City of Gunnison; Gunnison-Hinsdale Early Childhood Council and the Multicultural Resource Office; \$20,000
 - Scheduling:
 1. Draft 2023 Gunnison County Board of County Commissioners Meeting Schedule
- 8:35
- County Manager's Reports
- 8:45
- Crested Butte RV Dump Station Discussion and Potential Correspondence
- 8:50
- ~~**DELETED:** Subdivision Application; LUC 20-00037;~~
 - ~~Resolution Approving the Application for Subdivision for LUC 20-00037, Pamela and Jay Jaynes~~
 - Unscheduled Citizens: Limit to 5 minutes per item. No formal action can be taken at this meeting.
 - Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
 - Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/meetings> no later than 6:00 pm on the Friday prior to the meeting.

ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNRVdDemZjdC91aVBlZz09>

Meeting ID: 827 5365 7556; Passcode: 471302

One tap mobile

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

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

*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.*

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License; Red Mountain Liquors, In

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Liquor License renewal for Red Mountain Liquors Inc DBA Red Mountain Liquors

Fiscal Impact:

Submitted by: Kathy Simillion

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 10/27/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 11/1/2022



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #15-15264-0000
to sell/serve malt, vinous, spirituous liquor for (off the)-premises
consumption in the County of Gunnison, Colorado.

RED MOUNTAIN LIQUORS INC
DBA RED MOUNTAIN LIQUORS
81 GILLASPEY
CRESTED BUTTE, COLORADO 81224

Fee \$100.00

Effective Dates: 12.20.2022 - 12.20.2023

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

Katty Simillion 10-25-22
Gunnison County Clerk Date Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

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

**RED MOUNTAIN LIQUORS INC
dba RED MOUNTAIN LIQUORS
81 GILLASPEY
Crested Butte CO 81224**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 15-15264-0000	License Expires at Midnight December 20, 2023
License Type LIQUOR STORE (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 10/25/2022 CG

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

Submit to Local Licensing Authority

**RED MOUNTAIN LIQUORS
 81 GILLASPEY
 Crested Butte CO 81224**

received
 9-22-2022

Fees Due	
Renewal Fee	362.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name RED MOUNTAIN LIQUORS INC		Doing Business As Name (DBA) RED MOUNTAIN LIQUORS	
Liquor License # 15-15264-0000	License Type Liquor Store (county)		
Sales Tax License Number 15152640000	Expiration Date 12/20/2022	Due Date 11/05/2022	
Business Address 81 GILLASPEY Crested Butte CO 81224			Phone Number 9703491472
Mailing Address 81 GILLASPEY Crested Butte CO 81224		Email redmountainliquor@gmail.com	
Operating Manager MOLLY SLOAN	Date of Birth 11-25-69	Home Address 450 Lost River Lane Gunn CO 81230	Phone Number 9706410450
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

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

Affirmation & Consent		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business	Title	
MOLLY MB SLOAN	Owner	
Signature	Date	
<i>[Signature]</i>	9.19.22	
Report & Approval of City or County Licensing Authority		
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.		
Therefore this application is approved.		
Local Licensing Authority For	Date	
Gunnison County	9-22-2022	
Signature	Title	Attest
<i>[Signature]</i>	County Clerk	<i>[Signature]</i>

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Award Letter, Summary of Grant Award Terms a

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and CDOT Aeronautics Division

Term Begins: Execution Date

Term Ends:

Grant Contract #: 23-GUC-01

Summary:

CDOT Grant Award, Terms and Conditions to receive funding for the GA Ramp Rehabilitation Design.

Fiscal Impact: CDOT: \$440,000.00; Local: \$48,889.00

Submitted by: Stephanie Petsch

Submitter's Email Address: spetsch@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 10/28/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. Resolution will need to be recorded if signed. ASFR 10.28.22

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 10/28/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 11/1/2022

GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Colorado Department of Transportation, Colorado Aeronautical Board, Division of Aeronautics	Grant Amount State: \$440,000.00
Grantee Gunnison County	
Grant Issuance Date The Effective Date	
Grant Expiration Date June 30, 2025	Local Match Amount Local: \$48,889.00
Grant Authority Authority to enter into this Grant exists in CRS §43-10-108.5 and funds have been budgeted, appropriated and otherwise made available pursuant to CRS §§39-27-112(2)(b), 43-10-109, 43-10-102 and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance, and coordination have been accomplished from and with appropriate agencies.	
Grant Purpose Element A: General Aviation Ramp Rehabilitation - Design	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: Exhibit A, Discretionary Aviation Grant Application Exhibit B, Resolution Exhibit C, Grant Assurances Exhibit D, Sample Option Letter In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Provisions of the main body of this Grant 2. Exhibit A, Discretionary Aviation Grant Application 3. Exhibit B, Resolution 4. Exhibit C, Grant Assurances 5. Exhibit D, Sample Option Letter	

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p style="text-align: center;">GRANTEE Gunnison County</p> <hr/> <p style="text-align: center;">By: Jonathan Houck Chairperson, Board of County Commissioners</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Transportation</p> <hr/> <p style="text-align: center;">By: David R. Ulane, Aeronautics Division Director for Shoshana M. Lew, Executive Director</p> <p style="text-align: center;">Date: _____</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>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <hr/> <p style="text-align: center;">By: Department of Transportation Lori Copeland, Accounting Controller</p> <p style="text-align: center;">Effective Date: _____</p>	

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing written notice to the Grantee in a form substantially equivalent to Exhibit D.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, the Colorado Aeronautical Board or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. PURPOSE

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) “... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency...”

The Act created the Colorado Aeronautical Board (“the Board”) to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics (“the Division”) to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant’s duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division’s Programs and Procedures Manual, (“the Manual”) and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding attached hereto as Exhibit C.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. “Budget” means the budget for the Work described in Exhibit A.

- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- D. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- E. **“Exhibits”** means exhibits and attachments included with this Grant as shown on the first page of this Grant.
- F. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter.
- G. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- H. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- I. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- J. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- K. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- L. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- N. **“Manual”** means the Programs and Procedures Manual as approved by the Colorado Aeronautical board that is available on the Colorado Division of Aeronautics’ website.
- O. **“Matching Funds”** means the funds provided by Grantee as a match required to receive the Grant Funds.
- P. **“Party”** means the State or Grantee, and “Parties” means both the State and Grantee.
- Q. **“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.
- R. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter and shall include any services to be rendered by Grantee in connection with the Goods.
- S. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, 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.
- T. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

- U. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. **“State 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.
- W. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- X. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- Y. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

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

5. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

6. PAYMENTS TO GRANTEE

A. Maximum Amount.

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Increase or Decrease Quantities and Total Price - State's Option.

The State, at its discretion, shall have the option to increase or decrease the-quantity of goods/services described in Exhibit A at the same rates and under the same terms specified in this agreement. In order to exercise this option, the State shall provide written notice to Grantee in in form substantially equivalent to Exhibit D prior to the end of the current Grant term. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Agreement.

C. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. Reimbursement of Grantee Costs.

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal

modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work.

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice.

7. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §6.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

8. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

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

9. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

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

10. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

11. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

12. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant

Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

13. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, for all disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. NOTICES and REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §14.

For the State:

Scott Storie, Aviation Planner
 CDOT - Div. of Aeronautics
 5126 Front Range Parkway
 Watkins, CO 80137
 scott.storie@state.co.us

For Grantee:

Rick Lamport
 Gunnison County
 519 Rio Grande Ave
 Gunnison, CO

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

16. GOVERNMENTAL IMMUNITY

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

17. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

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

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

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

EXHIBIT A, DISCRETIONARY AVIATION GRANT APPLICATION



Colorado Division of Aeronautics Discretionary Aviation Grant Application

APPLICANT INFORMATION		
APPLICANT SPONSOR: Gunnison County	AIRPORT: Gunnison-Crested Butte Regional Airport	IDENTIFIER: GUC
PROJECT DIRECTOR: Richard Lamport		
MAILING ADDRESS: 519 Rio Grande Ave Gunnison, CO 81230	EMAIL ADDRESS:	rlamport@gunnisoncounty.org
	PHONE NUMBER:	(970) 642-7388

GRANT NAME AND TERMS		
23-GUC-01	TERMS	
	Execution Date:	Expiration Date: June 30, 2025

FUNDING SUMMARY	
Funding Source	Funding Amount
State Aviation Grant:	\$440,000.00
Local Cash:	\$48,889.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$0.00
Total Project Funding:	\$488,889.00

PROJECT SCHEDULE & BUDGET							
ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
A. GA Ramp Rehabilitation - Desgin	\$440,000.00	Up to 90.00%	\$48,889.00	10.00%	\$0.00	0.00%	\$488,889.00
TOTALS	\$440,000.00		\$48,889.00		\$0.00		\$488,889.00

EXHIBIT B, RESOLUTION

RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Program and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as Exhibit C.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **Gunnison County**, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **Gunnison County** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Agreement, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Agreement and Grant Assurances.

FURTHER BE IT RESOLVED:

That the **Gunnison County** hereby designates **Rick Lampert** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application in its behalf, including executions of the Grant Agreement and any amendments.

FURTHER:

The **Gunnison County** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the Applicant under the terms and conditions of the Grant Agreement.

FINALLY:

The **Gunnison County** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the Grant Agreement submitted by the State, including all terms and conditions contained therein.

By: Jonathan Houck, Chairperson, Board of County

Date: _____

Commissioners **ATTEST** (if needed)

By: Melanie Bolling, Clerk to the Board of County Commissioners

EXHIBIT C, GRANT ASSURANCES

Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

I. APPLICABILITY

- a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.
- b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

II. DURATION

- a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

III. COMPLIANCE

- a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.
- b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

IV. AIRPORT SPONSOR GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
2. **On-Airport Hazard Removal and Mitigation.** The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.
4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

- a. Operating the airport's aeronautical facilities whenever required;
 - b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.
6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.
7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

TABLE 1

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. Navigational Aids	15 years
h. Buildings	40 years
i. Land	Unlimited

EXHIBIT D, SAMPLE OPTION LETTER

State Agency Colorado Department of Transportation, Colorado Aeronautical Board, Division of Aeronautics	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Contract Number of the Original Contract
Current Agreement Maximum Amount Initial Funding State: \$0.00 Modifications Option Letter 1 \$0.00 Option Letter 2 \$0.00 Option Letter 3 \$0.00 Option Letter 4 \$0.00	Option Agreement Number Insert CMS number or Other Contract Number of this Option
Modified Agreement Maximum Amount \$0.00	Agreement Performance Beginning Date The later of the Effective Date or Month Day, Year
	Current Agreement Expiration Date Month Day, Year

1. **OPTIONS:**

Option to extend for an Extension Term and/or add additional funds.

2. **REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the grant maximum amount for a change in services as stated in the Original Agreement, as amended.
- C. **For use with all Option Letters:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above and Exhibit A is hereby deleted and replaced with Exhibit A-# incorporated and attached hereto.

3. **OPTION EFFECTIVE DATE:**

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

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD
By: David R. Ulane, Aeronautics Division Director For Shoshana M. Lew, Executive Director	By: _____ Department of Transportation Lori Copeland, Accounting Controller
Date: _____	Option Effective Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: FY24-FY 26 Colorado State Tobacco Education and Pr

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Department of Public Health and Environment

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Mini grant to continue the tobacco control work for FY24-FY26.

Fiscal Impact: \$50,000

Submitted by: Emily Mirza

Submitter's Email Address: emirza@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 10/28/2022

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. ASFR 10.28.22

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 10/28/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 11/1/2022

FY24-FY26 Tobacco Control Mini-Application Form for LHAs

Applications, signature authority forms, and any letters of support are due on November 4th, 2022 by 5:00PM.

emirza@gunnisoncounty.org [Switch account](#)

* Required

Email *

emirza@gunnisoncounty.org

What is the name of your agency? *

Gunnison County Health and Human Services

Does your agency currently receive Colorado STEPP funding? *

Yes

No

Does your agency intend to work on commercial tobacco control using STEPP funding? *

Yes

No

8:37 AM

No

Does your agency intend to work on commercial tobacco control using STEPP funding? *

Yes

No

Does your agency intend to apply as part of a cross-jurisdictional/multi-agency collaborative? (multiple agencies working together under the same contract) *

Please note that agencies will not be receiving any additional or administrative financial incentives for participating in a collaboration.

Yes

No

If applying as part of a collaboration, please indicate the lead agency on this contract.

Your answer _____

If applying as part of a cross-jurisdictional collaboration, please list all the counties which will be represented as part of this cross-jurisdictional collaborative.

*Reminder to submit letters of support from all entities included in the collaboration, including names of all participating entities and their key roles.

Your answer _____

8:39 AM
10/2/2022

docs.google.com/forms/d/e/1FAIpQLStm3c615AGVWE6AWWwvOXNlYrGoaroF15XdSpvQhC6rg/formResponse

Your answer

Based on the stated STEPP 2030 Strategic Plan goals for commercial tobacco control work in Colorado, please briefly describe the following in 300 words or less:

- Your current agency and program infrastructure and capacity to implement a commercial tobacco control program.
- Your plan to hire and retain qualified commercial tobacco control staff, representative of the community's racial and cultural diversity.

Gunnison County Health and Human Services embeds local tobacco prevention control efforts within our substance use prevention coalition, The Gunnison County Substances Abuse Prevention Project (GCSAPP). The county is the backbone agency for GCSAPP. GCSAPP utilizes the Communities that Care framework by reducing risk factors and increasing protective factors for youth and families in Gunnison County. In addition, GCSAPP utilizes public health lens to prevention efforts but working across the social ecological model from data collection and sharing, youth and adult education, retailer education, cessation support, community partnerships, and tobacco policy efforts.

Current coalition staff are trained in tobacco control and substance use prevention education with no intention of leaving their position. GCSAPP has a full-time interpreter/translator trained in tobacco control who primarily connects with and advocates for our growing Latinx population. This position works to increase equitable access, education and services to diverse populations in our community. Current staff have been working for the coalition anywhere from 7 to 3 years. GCSAPP works to retain staff through continued opportunities for professional development, sharing power in decision making, and celebrating our staff for their efforts.

Next Page 1 of 4 Clear form

Never submit passwords through Google Forms.

This form was created inside of State of us Executive Branch. [Report Abuse](#)

Google Forms

FY24-FY26 Tobacco Control Mini-Application Form for LHAs

emirza@gunnisoncounty.org [Switch account](#)

* Required

In the following section, use the scale below to indicate your confidence and comfort level working in the following strategic goal areas, 1 being the lowest and 5 being the highest.

Tobacco-free schools *

1 2 3 4 5

Local community-level policy *

1 2 3 4 5

Multunit housing policies to reduce secondhand smoke and vapor exposure *

1 2 3 4 5

8:40 AM

FY24-FY26 Tobacco Control Mini-Application Form for LHAs

docs.google.com/forms/d/e/1FAIpQL5fm3c616AGVWE6AWWvCkXNirGoarof15Xd5pvQhCfgrg/form/Response

UMB Commercial C... Choice Pass SurveyMonkey Anal... Current Plans - Zoom CP Signup Forms [...] Google Accounts Files - Changing Fil... Choice Pass Comm...

Multitunit housing policies to reduce secondhand smoke and vapor exposure *

1 2 3 4 5

Strategies to reduce tobacco product waste *

1 2 3 4 5

Promoting tobacco treatment resources *

1 2 3 4 5

Systems change across health neighborhoods *

1 2 3 4 5

Back Next Page 2 of 4 Clear form

Never submit passwords through Google Forms.

This form was created inside of State.co.us Executive Branch [Report Abuse](#)

Google Forms

8:41 AM 10/28/2022

FY24-FY26 Tobacco Control Mini-Application Form for LHAs

docs.google.com/forms/d/e/1FAIpQL5fm3c616AGVWE6AWWvCkXNirGoarof15Xd5pvQhCfgrg/form/Response

UMB Commercial C... Choice Pass SurveyMonkey Anal... Current Plans - Zoom CP Signup Forms [...] Google Accounts Files - Changing Fil... Choice Pass Comm...

FY24-FY26 Tobacco Control Mini-Application Form for LHAs

emirza@gunnisoncounty.org [Switch account](#)

* Required

Describe the scope of community support and identified or potential challenges * for the program and the agency as the lead organization in its implementation. (Describe in 300 words or less)

GCSAPP is a coalition made of up 30 active community members from the school district, youth serving organizations, mental health professionals, law enforcement, Western Colorado University, municipalities, the health system, parents, youth and more. We utilize community mobilization, evidenced based strategies and a multi-system approach to substance use prevention. This diverse group of coalition members share in decision making, providing program staff connections to different groups in the community, bringing community voice back to the work, and increasing community support and buy-in for tobacco control and prevention efforts.

At this time HHS and GCSAPP has strong community partnerships to move forward tobacco control work, dedicated personnel, and sustained funding for prevention work. Buy-in from certain populations in rural communities is always a challenge. For example, tobacco use is a part of the ranching culture and reaching that population has been and will continue to be a challenge. Overall, we do not foresee any major challenges with the agency and program.

Back Next Page 3 of 4 Clear form

Never submit passwords through Google Forms.

This form was created inside of State.co.us Executive Branch [Report Abuse](#)

Google Forms

8:41 AM 10/28/2022

Signature Authority Form

By signing this form, the assigned or appointed Signature Authority confirms that they have reviewed and approved the submission of all required materials for the FY24-FY26 Colorado State Tobacco Education and Prevention Partnership Program (STEPP) LHA mini-application.

Organization/agency name: _____

**Signature of authorized agency representative: _____

**If not an apparent authority, the applicant will need to provide a Signature Authority letter.

Date: _____

Applicants must submit this form via email to cdphe_stepp_pg@state.co.us no later than 5:00pm MDT on November 4th, 2022.



COLORADO
Department of Public
Health & Environment

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Concrete Conserva

Action Requested: County Manager Signature

Parties to the Agreement: Concrete Conservation, LLC

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This contract is for 12 manhole rehabilitations that will reduce I&I and prolong the life of the manholes. This work is going to occur in the Dos Rios area with little impact to the surrounding properties. This process is "no-dig" and lines the inside of the manhole with a special sealant.

Fiscal Impact: 39,000

Submitted by: Martin Schmidt

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 10/28/2022

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 10/27/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 11/1/2022

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 13th 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 Concrete Conservation LLC, whose address is 6300E 58th Ave Unit D Commerce City CO 80022 (herein “Contractor”).

RECITALS

The Contractor desires to provide professional services regarding Sewer Manhole Rehabilitation. (“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 December 31st, 2022, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Sewer Main Infiltration Reduction 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 thirty-nine thousand and No/100 U. S. Dollars (\$39,000.00). 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.

[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: Concrete Conservation LLC
6300E 58th Ave Unit D
Commerce City CO 80022

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.

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

SEE ATTACHED -
CONCRETE CONSERVATION QUOTE # 20-2197

pa

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: *J. Reynolds*
CONCRETE CONSERVATION, LLC

gc



October 10, 2022

Robyn Zimmerman
Gunnison County
38130 Highway 50
Gunnison, CO 81230

Re: Gunnison County 2022 Manhole Rehabilitation Project
Quote Number: 20-2197

Robyn,

Concrete Conservation, LLC is pleased to provide the following quotation for the above referenced project.

Apply SpectraShield to the following:

(12) Existing 4' Diameter Manholes (Approximately 91 Vertical Feet) – Line at \$375/VF – Mobilization at \$2,500/Lump Sum. Minor Leak Mitigation Included in Price.

- Should significant leak mitigation be necessary, pressure grouting using SpectraGrout® is available at the installed cost of \$350/gallon of material consumed

~~This quote is subject to the Terms and Conditions attached hereto as Exhibit A.~~ ^{R2} The quote for the Work does not include provisions for, or costs associated with, field measurements, bypassing, night work, flow control, M.O.T., site restoration, water supply, vector services, debris removal site, permits, temporary roads, access to manholes beyond 65 feet, or any state and local taxes or fees that may be applicable to the Work.

This quote is valid for 90 days. The return of this quote signed by an authorized representative shall constitute acceptance of our offer and the terms and conditions attached hereto.

Invoices will be based on actual field measurements. Payment on invoices shall be made on the terms of net 30 days, and there shall be no retainage. Invoices remaining unpaid for thirty (30) days will bear interest of one and one-half percent (1.5%) per month. All claims for money due or to become due from Purchaser shall not be subject to deduction by Purchaser for any setoff or counterclaim.

CONCRETE CONSERVATION, LLC,

PURCHASER,

By: Daniel Sundvick

Company: _____

Phone: 303-378-1101

By: _____

Email: dsundvick@spectrashield.com

Its: _____

Date: 10/10/2022

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Request to Submit Grant Application; City of Gunnison

Action Requested: Other City of Gunnison Grant Approval for HHS

Parties to the Agreement:

Term Begins: 1/1/2023

Term Ends:

Grant Contract #:

Summary:

HHS would like to apply to the City of Gunnison grants for the ECC and MRS staff to increase access to child care.

Fiscal Impact: \$20,000

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 10/28/2022

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: 10/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 11/1/2022

Organization Name

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

Contact

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

Mailing Address

220 N. Pine Street, Gunnison, CO 81230

Provide a brief description of the program or service:

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

The lack of affordable, quality child care has continued to be an issue for many families with young children in our community. The opening of Wonderland Nature School has eased some of the need for care, however GHECC continues to hear from families on a weekly basis that are struggling to find affordable full day care for their children ages 0-5 and others who are having difficulty finding after-school care for their school aged children.

In our 2020 community grant application to the City of Gunnison, we cited the need for greater early childhood workforce supports in order to help increase the availability of childcare. This continues to be a huge need in our community as child care providers struggle to retain and recruit staff. Without the necessary staff in place sites end up closing classrooms and the community loses licensed child care slots. The early childhood workforce is the foundation of early childhood care and education.

In October 2021 the Council surveyed the early childhood workforce and the responses we received were alarming. The survey captured the responses of 70% of our early childhood workforce, 21% of respondents stated that they considered leaving their position in the year prior to the COVID19 pandemic, and 38% said they considered leaving their position in the last year. One early childhood center stated that they have gone through approximately 15 employees in the last year to fill their 6 current teaching positions. Another center stated they had employed 22 teachers in 2020 in order to fill the 9 positions within their early childhood program. Respondents were asked to rate which benefits were most important to them on a scale of 1 to 5 (with 1 being least

important and 5 most important), 76% rated a salary supplement as a 4 or 5, 79% rated locally offered Early Childhood Education courses as a 4 or 5, and 90% rated availability of paid sick leave as a 4 or 5. The Council stepped into action, applying for and being awarded the Early Milestones Colorado Workforce Innovation grant in 2021 and the CIRCLE grant in 2022. Each of the grants has supported the GHECC in scaling up the EC Educator Stipend Program (the City of Gunnison contributed \$10,000 and the Town of Crested Butte contributed \$10,000 to this program for 2022). The grants also provided additional funding for the sick leave program that was developed in August of 2020 with generous funding from the Community Foundation of the Gunnison Valley's COVID relief funding. The program provides paid sick leave to early childhood educators, up to \$1,000 a year. The program was established due to the lack of paid leave that early childhood centers are able to offer to their staff, with many unable to provide any paid leave.

Early childhood workforce turnover in the last year has strained the early childhood education system in our community, especially infant/toddler care. Even with the additional slots added by Wonderland Nature School, accessing infant and toddler care is still difficult for many families. The COVID19 pandemic exacerbated these issues making it increasingly harder for our local childcare centers and licensed family childcare home providers to maintain operations. Child care providers have been pushed towards operating at reduced hours or close certain classrooms due to staffing issues. The stimulus funding for early childhood programs that rolled out later in 2021 has provided some relief to licensed providers and the families that they serve allowing for some stabilization and reduction in tuition for many families. However, the monthly payments for the child care stabilization grants can only provide support for nine months. The GHECC is requesting this funding from the City of Gunnison so we can continue to build local supports for our early childhood workforce and families in our community and strengthen our local early childhood system. Ultimately, this will create a stronger and more resilient community.

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

- increase access to affordable quality care and education -provide tuition assistance for families utilizing family, friend, and neighbor care
- provide greater supports to our local early childhood workforce, in turn reducing turnover and increasing childcare availability
- raise awareness around the issues facing early childhood care and education programs in our valley
- improve collaboration among organizations that have the potential to remedy this situation and develop solutions that can meet the needs of our community.

- Increase the voice of Spanish-speaking community members in creating solutions for childcare needs, and providing training opportunities for Family, Friend and Neighbor caregivers
- Coordinating and partnering with the City of Gunnison on Spanish Outreach services to better provide inclusive events and services

Funding Impact*

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

Should the funding for this service not be approved, the GHECC and MRS would continue to work on the tasks outlined in the program description. However, with a limited amount of staff hours dedicated specifically to these efforts the development of promising outcomes could advance slowly.

The early childhood workforce is a unique and vulnerable population. The majority of the early childhood providers in our community operate on razor-thin margins and rely heavily on the tuition paid by families as their primary and often sole source of revenue to cover payroll and additional operating expenses. Early childhood centers are in a unique space of providing quality care at an affordable price to families and attempting to appropriately compensate a workforce with the tuition received. The nature of childcare as a business is that tuition is typically a financial stretch for families, centers struggle to pay their teachers living wages, and the ends just barely meet for the center, the families it serves, and the people it employs. This system has resulted in an early childhood workforce that is underpaid and with little or no access to benefits.

The GHECC believes that it is critical to work on this initiative. Our community must come to the realization that quality, affordable child care cannot continue without investment from the community. Without outside support we will continue to see families struggling to find quality, trusted care for their young children and a greater number of childcare providers struggling to maintain operations and keep their workforce intact. This is very concerning for our community members, increasing the amounts of toxic stress experienced by a large number of families in the community and having a lasting effect on the overall function of our community and the healthy development of children.

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

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

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

Quality early childhood care and education plays a vital role in the health and well-being of children, families, and the community. The efforts outlined in this proposal will strengthen our local early childhood system. Licensed provider's continue to operate on razor thin margins, we continue to see high rates of early childhood workforce turnover, and families continue to struggle to afford tuition. Continued support from the City of Gunnison would help to ensure that the early childhood workforce feels appreciated and supported. Local families will be able to remain employed and have the opportunity to access quality care for their children. Efforts to better support the early childhood system and increase access to quality early childhood care and education is a protective factor that buffers against the toxic stress and supports the healthy development of young children.

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

Objective #1

- Continue the GHECC and MRS work to raise community awareness around the issues facing early childhood education in the following ways:
 - Community presentations on the current early childhood landscape
 - Community Planning meetings in preparation for Universal Preschool
- Continue surveying the Early Childhood Workforce and Parents in the Community regarding their needs for early childhood care and education.
- Increase Latinx community's awareness around resources available through the City of Gunnison as well as support the City of Gunnison in communications to the Latinx community in emergency situations.

Objective #1 Measurement

- At least 3 community presentations on the current early childhood landscape will be completed during the grant period
- At least 2 community planning meetings for preparation for Universal Preschool will be conducted before September 2023
- A parent survey will be released in January or February 2022
- Another EC workforce Survey will be conducted
- MRS will coordinate and partner with the City of Gunnison Spanish Outreach services to do outreach and increase capacity for inclusive events and programs

Objective #2

Increase access to quality early childhood care and education.

- The GHECC and MRS staff, in collaboration with the Gunnison County Libraries, will be responsible for organizing Family Friend and Neighbor (FFN) (non-licensed caregivers) trainings and pre-licensing. These trainings will be for individuals currently providing care in their homes and those interested in becoming licensed child care providers in our area. Trainings will include many of the pre-licensing courses necessary for an individual to become a licensed childcare provider, such as First Aid, CPR, Standard Precautions, and Medication Administration. Outreach to Spanish speaking providers will be a priority area. Spanish interpretation will be provided at each training or trainings will be offered in Spanish.
- The GHECC and MRS staff will plan the 2023 Nurturing the Young Child Conference, which provides 6 hours of continuing education as well as the opportunity for attendees to earn a CEU through Western Colorado University. Spanish interpretation will be provided at the conference or some sessions will be offered in Spanish.
- The GHECC staff will continue to work closely with Western Colorado University offer the newly developed ECE 101 and 103 equivalent courses through WCU.

Objective #2 Measurement

At least 6 FFN and/or pre-licensing trainings will be offered throughout the year.

The Nurturing the Young Child Conference will be offered in April 2023, with Spanish interpretation services offered and/or sessions presented in Spanish.

The GHECC staff will continue to meet with Western Colorado University. ECE 101 and 103 Equivalent Courses will be offered through Western Colorado University. Students will be connected to scholarship opportunities to cover the cost of the courses.

Objective #3

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

- GHECC and MRS staff will work closely with local childcare providers to encourage new and existing early childhood professionals to work towards achieving Levels 2-5 early childhood credential through the Colorado Shines Professional Development Information System. EC Professionals will receive a small stipend upon completion of each level of the early childhood credential system.
 - Stipends will be rewarded as follows:
 - Credential Level 1 \$100 Stipend (1st yr. applicants) \$200 (2nd yr. applicants)

- Credential Level 2 \$200 Stipend (1st yr. applicants) \$400 (2nd yr. applicants)
 - Credential Level 3 \$300 Stipend (1st yr. applicants) \$600 (2nd yr. applicants)
 - Credential Level 4-6 \$400 Stipend (1st yr. applicants) \$800 (2nd yr. applicants)
-
- GHECC will continue to offer the EC Educator sick leave program to licensed early childhood programs. Requests are capped at \$1,000/ employee per year. Funds will be held by the GHECC, and the center directors and home providers will request reimbursement from the GHECC for the sick leave pay.

Objective #3 Measurement

- At least 40 early childhood teachers will apply for and receive an EC credential stipend
- At least 30 teachers will receive paid sick leave through the sick leave fund

City of Gunnison Multicultural Resource Services and Early Childhood Council Grant Budget
2023

	Budget	
Multicultural Resource Services Staff	\$2,500	Staff time for translation, interpretation, and outreach activities, including events.
Early Childhood Council Staff	\$2,500	Staff time for recruitment and retention of licensed childcare providers, including providing trainings.
Stipends for EC Educators – EC Credential	\$10,000	Stipends given to EC Educators as they increase their EC Credential in Colorado Shines Professional Development System
Tuition Assistance	\$5,000	Funding for families whose children attend care with home providers, FFN caregivers that are following licensed exempt requirements, and as a back-up fund for centers
Total Requested	\$20,000	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft 2023 Gunnison County Board of County Commissioners Meeting Schedule

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review: Please see the meeting schedule with a year-at-a-glance list of meetings, along with the calendar view of the same (note: holidays approved at the last regular meeting have been added). BOCC tentative approval is needed for scheduling purposes; formal approval will occur at the

Fiscal Impact: n/a

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 10/25/2022

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: 10/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 11/1/2022

2023 Draft BOCC Meeting Schedule

January 2023

- 10th & 24th – Regular Meetings
- 17th & 31st – Work Sessions

February 2023

- 7th & 21st – Regular Meetings
- 14th & 28th – Work Sessions

March 2023

- 7th & 21st – Regular Meetings
- 14th & 28th – Work Sessions

April 2023

- 4th & 18th – Regular Meetings
- 11th & 25th – Work Sessions

May 2023

- 2nd & 16th – Regular Meetings
- 9th & 23rd – Work Sessions
- 23rd – Special Meeting (Financials)

June 2023

- 6th & 20th – Regular Meetings
- 13th & 27th – Work Sessions

July 2023

- 18th – Regular Meeting
- 11th & 25th – Work Sessions

August 2023

- 1st & 15th – Regular Meetings
- 8th & 22nd – Work Sessions
- 22nd – Special Meeting (Financials)

September 2023

- 5th and 19th – Regular Meetings
- 12th and 26th – Work Sessions

October 2023

- 3rd & 17th – Regular Meetings
- 10th & 24th – Work Sessions

November 2023

- 7th & 21st – Regular Meetings
- 14th & 28th – Work Sessions

December 2023

- 5th & 19th – Regular Meetings
- 12th – Work Sessions

January 2023

January 2023							February 2023						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28					
30	31												

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Dec 26	27	28	29	30	31	Jan 1, 23
2 New Year's Day	3	4	5	6	7	8
9	10 Regular Meeting	11	12	13	14	15
16 Martin Luther King Jr.'s Birthday	17 Work Session	18	19	20	21	22
23	24 Regular Meeting	25	26	27	28	29
30	31 Work Session	Feb 1	2	3	4	5

February 2023

February 2023							March 2023						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
6	7	1	2	3	4	5	6	7	1	2	3	4	5
13	14	8	9	10	11	12	13	14	8	9	10	11	12
20	21	15	16	17	18	19	20	21	15	16	17	18	19
27	28	22	23	24	25	26	27	28	22	23	24	25	26

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Jan 30	31	Feb 1	2	3	4	5
6	7 Regular Meeting	8	9	10	11	12
13	14 Work Session	15	16	17	18	19
20 Washington's Birthday	21 Regular Meeting	22	23	24	25	26
27	28 Work Session	Mar 1	2	3	4	5

March 2023

March 2023							April 2023						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
6	7	1	2	3	4	5	3	4	5	6	7	1	2
13	14	8	9	10	11	12	10	11	12	13	14	8	9
20	21	15	16	17	18	19	17	18	19	20	21	22	23
27	28	22	23	24	25	26	24	25	26	27	28	29	30

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Feb 27	28	Mar 1	2	3	4	5
6	7 Regular Meeting	8	9	10	11	12
13	14 Work Session	15	16	17	18	19
20	21 Regular Meeting	22	23	24	25	26
27	28 Work Session	29	30	31	Apr 1	2

April 2023

April 2023							May 2023						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
					1	2	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30	31				

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Mar 27	28	29	30	31	Apr 1	2
3	4 Regular Meeting	5	6	7	8	9
10	11 Work Session	12	13	14	15	16
17	18 Regular Meeting	19	20	21	22	23
24	25 Work Session	26	27	28	29	30

May 2023

May 2023							June 2023						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30		

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
May 1	2 Regular Meeting	3	4	5	6	7
8	9 Work Session	10	11	12	13	14
15	16 Regular Meeting	17	18	19	20	21
22	23 Special Meeting - Financials Work Session	24	25	26	27	28
29 Washington's Birthday	30	31	Jun 1	2	3	4

June 2023

June 2023							July 2023						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							31						

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
May 29	30	31	Jun 1	2	3	4
5	6 Regular Meeting	7	8	9	10	11
12	13 Work Session	14	15	16	17	18
19 Juneteenth	20 Regular Meeting	21	22	23	24	25
26	27 Work Session	28	29	30	Jul 1	2

July 2023

July 2023							August 2023						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30	31			
31													

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Jun 26	27	28	29	30	Jul 1	2
3	4 Independence Day	5	6	7	8	9
10	11 Work Session	12	13	14	15	16
17	18 Regular Meeting	19	20	21	22	23
24	25 Work Session	26	27	28	29	30
31	Aug 1	2	3	4	5	6

August 2023

August 2023							September 2023						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
7	1	2	3	4	5	6	4	5	6	7	1	2	3
14	8	9	10	11	12	13	11	12	13	14	8	9	10
21	15	16	17	18	19	20	18	19	20	21	15	16	17
28	22	23	24	25	26	27	25	26	27	28	18	19	20
	29	30	31								22	23	24

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Jul 31	Aug 1 Regular Meeting	2	3	4	5	6
7	8 Work Session	9	10	11	12	13
14	15 Regular Meeting	16	17	18	19	20
21	22 Special Meeting - Financials Work Session	23	24	25	26	27
28	29	30	31	Sep 1	2	3

September 2023

September 2023							October 2023						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Aug 28	29	30	31	Sep 1	2	3
4 Labor Day	5 Regular Meeting	6	7	8	9	10
11	12 Work Session	13	14	15	16	17
18	19 Regular Meeting	20	21	22	23	24
25	26 Work Session	27	28	29	30	Oct 1

October 2023

October 2023							November 2023						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30			
30	31												

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Sep 25	26	27	28	29	30	Oct 1
2	3 Regular Meeting	4	5	6	7	8
9	10 Work Session	11	12	13	14	15
16	17 Regular Meeting	18	19	20	21	22
23	24 Work Session	25	26	27	28	29
30	31	Nov 1	2	3	4	5

November 2023

November 2023							December 2023						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
6	7	1	2	3	4	5	4	5	6	7	1	2	3
13	14	8	9	10	11	12	11	12	13	14	8	9	10
20	21	15	16	17	18	19	18	19	20	21	15	16	17
27	28	22	23	24	25	26	25	26	27	28	22	23	24
		29	30				27	28	29	30	29	30	31

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Oct 30	31	Nov 1	2	3	4	5
6	7 Regular Meeting	8	9	10 Veterans' Day	11	12
13	14 Work Session	15	16	17	18	19
20	21 Regular Meeting	22	23 Thanksgiving	24	25	26
27	28 Work Session	29	30	Dec 1	2	3

December 2023

December 2023							January 2024						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
				1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28
25	26	27	28	29	30	31	29	30	31				

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Nov 27	28	29	30	Dec 1	2	3
4	5 Regular Meeting	6	7	8	9	10
11	12 Work Session	13	14	15	16	17
18	19 Regular Meeting	20	21	22	23	24
25 Christmas	26	27	28	29	30	31

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 10/28/2022 through 11/30/2022

Board of County Commissioners

1. **BOCC Regular Meeting**
November 1, 2022, All Day @ BOCC Boardroom
2. **Mayors & Managers Meeting - Hosted by Town of Crested Butte**
November 3, 2022, 12:00 PM - 1:30 PM
3. **BOCC Work Session**
November 8, 2022, All Day @ BOCC Boardroom
4. **BOCC Work Session**
November 9, 2022, 5:30 PM @ Marble Community Church Fellowship Hall
5. **BOCC Regular Meeting**
November 15, 2022, All Day @ BOCC Boardroom
6. **BOCC Work Session**
November 22, 2022, All Day @ BOCC Boardroom

Gunnison County Organization

1. **Holiday - Veterans' Day - Offices Closed**
November 11, 2022, All Day
2. **Holiday - Thanksgiving - Offices Closed**
November 24, 2022 - November 25, 2022