

- 1 - Agenda, BOCC reg meeting Mar 7 2023
- 2 - Public Hearing with LLA, Liquor Retail License Application, Sapinero Village
- 3 - GC Boards and Commissions Interview, Weed Commission. J Johnson
- 4 - Scheduling Calendar for Mar 7 2023
- 5a - DRAFT, Minutes of Jan 10 2023
- 5b - DRAFT, Minutes of Jan 24 2023
- 6 - consent 1 - MetRec appointment to STOR
- 6 - consent 2 - WCU appointment to STOR
- 6 - consent 3 - UGRWCD appointment to STOR
- 6 - consent 4 - CDEC, Intergovernmental Contract Amdmt 5, HHS
- 6 - consent 5 - CDEC grant submission for ECC
- 6 - consent 6 - NEHA grant submission, foodborne illness mitigation
- 6 - consent 7 - Prof Svcs Agreement, Dr Tarr, immunization clinic
- 6 - consent 8 - Prof Svcs Agreement, Dr Meeuwsen, Family Planning
- 6 - consent 9 - Lease Amendment, GVRHA lease 102 E Georgia
- 6 - consent 10 - Authorization of Agent, Fading West Construction for Sawtooth Phase I
- 6 - consent 11 - Aspen Valley Land Trust Letter of Support to GOCO
- 6 - consent 12 - Proposed Resolution 2023-7, Temporary Closure CR 38 Gold Basin Rd
- 6 - consent 13 - Prof Svcs Agreement, MGT of America Consulting
- 6 - consent 14 - Amendment to Contractor Agreeemt, Tr-County Health Network
- 6 - consent 15 - LENA Foundation Grant, ECC
- 6 - consent 16 - Addendum to RE1-J Contract, at risk expelled youth services
- 6 - consent 17 - CDOT grant application, GCSAPP, impaired driving prevention
- 6 - consent 18 - Prof Svcs Agreement, Professional Interpreting Services LLC
- 6 - consent 19 - Reg 10 Grant application, HHS Snr Resource Specialist
- 7 - RTA Letter of Support, Bustang service
- 8 - Subdivision Vacation, Revocation, Elk River Ranch Subd, McDermand, LUC-20-00040
- 9 - GC Boards and Commissions appointments for Mar 7

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

**DATE:** Tuesday, March 7, 2023

**Page 1 of 3**

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

**GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:**

- 8:30 am
- Call to Order
  - Public Hearing; Colorado Liquor Retail License Application; Sapinero Village, Inc., dba Sapinero Village
  - Adjourn

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:**

- 8:40 am
- Call to Order
  - Gunnison County Boards and Commissions Interviews:
    - A. Gunnison Watershed Weed Commission  
8:40 am: Jim Johnson
  - Adjourn

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

- 9:00 am
- Call to Order; Agenda Review
  - Scheduling
  - Minutes
    1. January 10, 2023 Regular Meeting
    2. January 24, 2023 Regular Meeting
  - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
    1. Acceptance of Appointments; Gunnison County Metropolitan Recreation District representative Derrick Nehrenberg to the Sustainable Tourism and Outdoor Recreation (STOR) Committee
    2. Acceptance of Appointments; Western Colorado University representative Dr. Jennifer DeBoer to the Sustainable Tourism and Outdoor Recreation (STOR) Committee
    3. Acceptance of Appointments; Upper Gunnison River Water Conservancy District representative Sonja Chavez to the Sustainable Tourism and Outdoor Recreation (STOR) Committee
    4. Approval for Colorado Department of Early Childhood Intergovernmental Contract Amendment #5; Gunnison County Health and Human services; 7/01/2020 – 6/30/2023; for budget revision only, no funding change
    5. Approval for Colorado Department of Early Childhood Grant Submission; Gunnison County; for FY 2024, maintaining an early childhood council; \$106,077, plus \$12,400
    6. Approval for National Environmental Health Association grant submission; Health and Human Services; for analysis and mitigation for foodborne illness trends; \$12,000
    7. Approval for Professional Services Agreement; Dr. John Tarr; for Immunization Clinic and Health and Human Service Department services; 1/01/2023 – 12/31/2023; up to \$1,200
    8. Approval for Professional Services Agreement; Dr. Anna Meeuwssen; for Family Planning clinic and Health and Human Service Department services; 1/01/2023 – 12/31/2023; up to \$1,200

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

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

**DATE:** Tuesday, March 7, 2023

**Page 2 of 3**

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

9. Approval for Lease Amendment; Gunnison Valley Regional Housing Authority; for 202 E. Georgia Ave. building lease; for extension of lease to 12/31/2023; \$1,180 monthly
10. Authorization of Agent; Fading West Construction; authority to submit building permit applications on behalf of Gunnison County, for Sawtooth Phase 1
11. Approval for Aspen Valley Land Trust Letter of Support to Great Outdoors Colorado (GOCO); for Outward Bound property east of Marble, Colorado
12. Approval for proposed Resolution 2023-7; A Resolution Authorizing Temporary Seasonal Closure and Weight Restriction for a Portion of County Road 38 also Known as Gold Basin Road
13. Approval Professional Services Agreement; MGT of America Consulting; for annual cost allocation calculation services; Eff date of signing – 12/31/2023; up to \$5,750
14. Approval for Amendment to Contractor Agreement; Tri-County Health Network; to increase access to COVID-19 vaccination; extended termination date of 7/30/2023; increase of funding \$23,000 (from \$127,000 to \$150,000)
15. Approval for LENA Foundation Grow Grant Funds (Daniels Fund); Gunnison Health and Human Services and Gunnison-Hinsdale Early Childhood Council; for a new program to improve infant toddler interactions in classrooms; \$19,439
16. Approval for Addendum to RE1-J School Contract 2022-23; to provide a position to serve youth who become expelled and/or are at risk of being expelled; \$101,500 total funding for 2023
17. Approval for Colorado Department of Transportation (CDOT) FY 2024-2026 Grant Application; Gunnison County Substance Abuse Prevention Project (GCSAPP); for impaired driving prevention; \$124,497.78
18. Approval for Professional Services Agreement; Professional Interpreting Services LLC; 3/1/23 – 3/1/2024; up to \$50 per hour
19. Approval for Region 10 grant application; Health and Human Services; for a Senior Resource Specialist, 26 hours/week; \$60,000

- 9:10 • Approval for RTA Letter of Support to Colorado Department of Transportation (CDOT); for expanded Bustang service
- 9:15 • Approval for Subdivision Vacation and Revocation; Elk River Ranch Subdivision Plat; Lynn McDermand; LUC-20-00040
- 9:25 • Gunnison County Boards and Commissions; Appointments
- 9:45 • 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.
  - Executive Session, pursuant to C.R.S. 24-6-402(4)(b) conference with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to litigation between State of Colorado and pharmaceutical opioid manufacturers and distributors
  - Adjourn

*See packet information and Zoom meeting details on page 3*

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

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

**DATE:** Tuesday, March 7, 2023

**Page 3 of 3**

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

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

**ZOOM MEETING DETAILS:**

Join Zoom Meeting: <https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNRVdDemZJdC91aVBIZz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

+17193594580,,82753657556#,,,,\*471302# US

+16694449171,,82753657556#,,,,\*471302# US

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

**Agenda Item:** Public Hearing; Colorado Liquor Retail License App

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

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

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

New Liquor License for Sapinero Village Inc. Sapinero Village.

**Fiscal Impact:**

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

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 2/27/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/27/2023

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 3/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 3/7/2023



Name <b>Kendal Tatum Rota</b>	Type of License	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? <span style="float:right">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span>				
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. <span style="float:right">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span>				
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? <span style="float:right">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span>				
Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>				
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <span style="float:right">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span>				
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <span style="float:right">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span>				
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? <span style="float:right">Yes <input type="checkbox"/> No <input type="checkbox"/></span>				
13 b. Are you a Colorado resident? <span style="float:right">Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></span>				
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. <span style="float:right">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span>				
15. Does the applicant, as listed on line 2 of this application, <b>have legal possession of the premises by ownership, lease or other arrangement?</b> <span style="float:right">Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></span>				
<input checked="" type="checkbox"/> Ownership <input type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease:				
Landlord	Tenant	Expires		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. <span style="float:right">Yes <input type="checkbox"/> No <input type="checkbox"/></span>				
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
<b>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</b>				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted? <span style="float:right">Yes <input type="checkbox"/> No <input type="checkbox"/></span>				
Number of additional Optional Premise areas requested. (See license fee chart) _____				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <span style="float:right">Yes <input type="checkbox"/> No <input type="checkbox"/></span> If "yes" a copy of license must be attached.				

Name	Type of License	Account Number
<p><b>20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation</b></p> <p>a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? <span style="float:right">Yes No</span>  <input type="checkbox"/> <input type="checkbox"/></p> <p>b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?  <input type="checkbox"/> <input type="checkbox"/></p> <p>c. How long has the club been incorporated?</p> <p>d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? <span style="float:right">Yes No</span>  <input type="checkbox"/> <input type="checkbox"/></p>		
<p><b>21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:</b></p> <p>a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) <span style="float:right">Yes No</span>  <input type="checkbox"/> <input type="checkbox"/></p>		
<p><b>22. Campus Liquor Complex applicants answer the following:</b></p> <p>a. Is the applicant an institution of higher education? <span style="float:right">Yes No</span>  <input type="checkbox"/> <input type="checkbox"/></p> <p>b. Is the applicant a person who contracts with the institution of higher education to provide food services?                  If "yes" please provide a copy of the contract with the institution of higher education to provide food services. <span style="float:right">Yes No</span>  <input type="checkbox"/> <input type="checkbox"/></p>		
<p><b>23. For all on-premises applicants.</b></p> <p>a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.</p> <p>b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.</p>		

Last Name of Manager	First Name of Manager
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<p><b>24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.</b> <span style="float:right">Yes No</span>  <input type="checkbox"/> <input type="checkbox"/></p>		
<p><b>25. Related Facility - Campus Liquor Complex applicants answer the following:</b></p> <p>a. Is the related facility located within the boundaries of the Campus Liquor Complex?                  If yes, please provide a map of the geographical location within the Campus Liquor Complex.                  If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex. <span style="float:right">Yes No</span>  <input type="checkbox"/> <input type="checkbox"/></p> <p>b. Designated Manager for Related Facility- Campus Liquor Complex</p>		
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Last Name of Manager</td> <td style="width:50%;">First Name of Manager</td> </tr> </table>	Last Name of Manager	First Name of Manager
Last Name of Manager	First Name of Manager	

<p><b>26. Tax Information.</b></p> <p>a. 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? <span style="float:right">Yes No</span>  <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>b. 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.? <span style="float:right">Yes No</span>  <input type="checkbox"/> <input checked="" type="checkbox"/></p>
<p><b>27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.</b></p>

Name	Home Address, City & State	DOB	Position	% Owned
Joseph D. Rota	110000 US Hwy 50 Gunnison, CO 81230	8/13/80	owner	50

\*\* If applicant is owned 100% by a parent company, please list the designated principal officer on above.  
 \*\* Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (include ownership percentage if applicable)  
 \*\* If total ownership percentage disclosed here does not total 100%, applicant must check this box:  
 Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Name <i>Kendal Tatum Rota</i>	Type of License	Account Number
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**Oath Of Applicant**

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. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature <i>Kendal Rota</i>	Printed Name and Title <i>Kendal Rota</i>	Date <i>11/10/2023</i>
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**Report and Approval of Local Licensing Authority (City/County)**

Date application filed with local authority <i>2-3-2023</i>	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <i>March 7, 2023</i>
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The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

- Fingerprinted
- Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

- (Check One)
- Date of inspection or anticipated date *2-24-2023*
  - Will conduct inspection upon approval of state licensing authority

- Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? Yes  No
  - Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? Yes  No
- NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.
- Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? Yes  No

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for <i>Lunnison County</i>		Telephone Number <i>970-641-7641</i>	<input type="checkbox"/> Town, City
Signature <i>Kathy Simillion</i>	Print <i>Kathy Simillion</i>	Title <i>County Clerk</i>	<input checked="" type="checkbox"/> County
Signature	Print	Title	Date <i>2-27-2023</i>

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

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**Agenda Item:** Gunnison County Boards and Commissions Interviews:

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**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

For your review, Jim Johnson's application for the Watershed Weed Commission interview, scheduled during a brief work session on 3/7.

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 3/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/7/2023

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**Melanie Bollig**

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**From:** noreply@civicplus.com  
**Sent:** Wednesday, February 15, 2023 12:21 PM  
**To:** BOCC  
**Subject:** Online Form Submittal: Boards and Commissions Application

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

[EXTERNAL SENDER - USE CAUTION]

## Boards and Commissions Application

Board/Commission or position applying for: Watershed Weed Commission

First and Last Name: Jim Johnson

Address

City: Gunnison

Phone

Email Address

Why would you like to serve on this Board or Commission? I have a Bachelor of Science degree from Michigan State University in Crop and Soil Science and have had many years of experience with herbicides and pesticides. My main area of expertise is in Turfgrass science.

Additional Comments: *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

# Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

March 7 – April 11, 2023

(as of 3/3/2023)

## Board of County Commissioners

**1. BOCC Regular Meeting**

March 7, 2023, All Day @ BOCC Boardroom

[More Details](#)

**2. BOCC Work Session**

March 14, 2023, All Day @ BOCC Boardroom

[More Details](#)

**3. BOCC Regular Meeting**

March 21, 2023, All Day @ BOCC Boardroom

[More Details](#)

**4. Joint Work Session; Board of County Commissioners, County and City Planning Commissions, City Council, plus Public Open House**

March 21, 2023, 2:00 PM - 8:00 PM

Three Mile Plan Joint Work Session with the Board of County Commissioners, City Council and County and City Planning Commissions, and a Public Open House

[More Details](#)

**5. BOCC Work Session**

March 28, 2023, All Day @ BOCC Boardroom

[More Details](#)

**6. BOCC Regular Meeting**

April 4, 2023, All Day @ BOCC Boardroom

[More Details](#)

**7. Joint Public Hearing (cont'd): Gunnison County Board of County Commissioners and the Gunnison County Planning Commission**

April 6, 2023, 9:00 AM @ BOCC Boardroom

Cont'd Joint Public Hearing starts at 9 am - Gregory Six Lot Subdivision

[More Details](#)

**8. Mayors & Managers Meeting - Hosted by Mt. Crested Butte**

April 6, 2023, 12:00 PM - 1:30 PM

[More Details](#)

**9. BOCC Work Session**

April 11, 2023, All Day @ BOCC Boardroom

[More Details](#)

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

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**Agenda Item:** Minutes: 1. January 10, 2023 Regular Meeting; 2. J

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Two draft minutes for your review: Regular meeting minutes for both the BOCC January 10th and January 24th regular meetings.

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 3/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 3/7/2023

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
January 10, 2023**

The January 10, 2023 meeting was held in the Board of County Commissioners’ meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

- |                                     |                                     |
|-------------------------------------|-------------------------------------|
| Jonathan Houck, Chairperson         | Matthew Birnie, County Manager      |
| Liz Smith, Vice-Chairperson         | Melanie Bollig, Deputy County Clerk |
| Laura Puckett Daniels, Commissioner | Others Present as Listed in Text    |

**GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:**

**CALL TO ORDER:** Chairperson Houck called the meeting to order at 8:46 am.

**ALCOHOL BEVERAGE LICENSE #03-01981; AMIE MOUNTAIN LODGE LLC DBA INN AT ARROWHEAD; EFFECTIVE 10/15/2022 - 10/15/2023:** With no questions or concerns from the Board, it was **moved** by Commissioner Smith to approve the Alcohol Beverage License for Amie Mountain Lodge LLC, dba Inn at Arrowhead. Commissioner Puckett Daniels seconded. Motion carried unanimously.

**ALCOHOL BEVERAGE LICENSE #26-54026-0000; BLACK MESA LODGE LLC DBA BLACK MESA LODGE; EFFECTIVE 9/06/2022 - 9/6/2023:** With no questions or concerns from the Board, it was **moved** by Commissioner Smith to approve the Alcohol Beverage License for Black Mesa Lodge LLC dba Black Mesa Lodge, effective September 6, 2022 to September 6, 2023. Commissioner Puckett Daniels seconded. Motion carried unanimously.

**ALCOHOL BEVERAGE LICENSE #03-15394; HARMELS OPERATIONS LLC DBA HARMELS RANCH RESORT; EFFECTIVE 10/28/2022 - 10/28/2023:** With no questions or concerns from the Board, it was **moved** by Commissioner Smith to approve the Alcohol Beverage License for Harmels Operations LLC dba Harmels Ranch Resort. Commissioner Puckett Daniels seconded. Motion carried unanimously.

**ADJOURN:** Chairperson Houck adjourned the meeting of the Local Liquor Licensing Authority at 8:48 am.

**GUNNISON COUNTY BOARD OF EQUALIZATION:**

**CALL TO ORDER:** Chairperson Houck called the meeting to order at 8:48 am.

**MINUTES APPROVAL:** Commissioner Puckett Daniels, as she had not been present for the October 25<sup>th</sup>, 2022 meeting of the CBOE, elected to abstain from approval of these minutes.

- 1. October 25, 2022 Regular Meeting. Moved** by Commissioner Smith, seconded by Commissioner Houck, to approve the minutes for October 25<sup>th</sup>, 2022 for the Gunnison County Board of Equalization. Motion carried.

**ADJOURN:** Chairperson Houck adjourned the meeting of the Gunnison County Board of Equalization at 8:49 am.

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES:**

**CALL TO ORDER:** Chairperson Houck called the meeting to order at 8:49 am.

**CONSENT AGENDA: Moved** by Commissioner Smith to approve the consent agenda. Commissioner Levine of Hinsdale County seconded. Motion carried unanimously.

1. Approval for Department of Health Care Policy and Financing Contract Amendment #1, 22-171376A1; Hinsdale County; to create and revise performance-based benchmarks and deliverables for County departments of human/social services; State Fiscal Year 2023; \$8,011.30

Commissioner Levine then expressed his congratulations and a welcome to Commissioner Puckett Daniels and all the other newly elected officials who were sworn in just prior to the beginning of the meeting that morning.

**ADJOURN:** Chairperson Houck adjourned the meeting of the Gunnison/Hinsdale Board of Human Services at 8:51 am.

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

**CALL TO ORDER:** Chairperson Houck called the meeting to order at 8:51 am.

**AGENDA REVIEW:** No changes were needed to the agenda.

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC) BOARD REORGANIZATION AND COMMISSIONER APPOINTMENTS:**

1. Designate BOCC Chairperson and Vice Chairperson for 2022-2023. Commissioner Smith **moved** to appoint Jonathan Houck as Office Chair for the BOCC. Commissioner Puckett Daniels seconded, and the motion carried unanimously.  
Commissioner Houck **moved** to have Commissioner Liz Smith serve as the Vice-Chair of the Board of County Commissioners for the year 2023. Commissioner Puckett Daniels seconded. Motion carried unanimously.
2. Gunnison Valley Rural Transportation Authority Board (two voting members)
3. Region 10 Board (one voting member)
4. Gunnison Basin Sage-grouse Strategic Committee (one voting member, one alternate)
5. Early Childhood Council (one voting member)
6. Club 20 (one voting member)
7. Gunnison County Sick Leave Bank Board (one voting member)
8. Gunnison Chamber (one ex-officio member)
9. Gunnison Basin Roundtable (one rep; five-year term)
10. Gunnison Valley Regional Housing Authority (one elected rep)
11. Sustainable Tourism and Outdoor Recreation Committee (one BOCC rep; three-year term)
12. Rural Welcoming Committee (non-voting member/advisory)

For the remaining position items 2-12 (above), it was **moved** by Chairperson Houck to appoint: 2) Commissioner Smith and Commissioner Puckett Daniels as voting members of the Gunnison Valley Rural Transportation Authority Board; 3) Commissioner Puckett Daniels as voting member on the Region 10 Board; 4) Commissioner Smith as voting member and Commissioner Houck as alternate on the Gunnison Basin Sage-grouse Strategic Committee; 5) Commissioner Smith as voting member on the Early Childhood Council; 6) Commissioner Smith as voting member on Club 20; 7) Commissioner Puckett Daniels as voting member on the Gunnison County Sick Leave Bank Board; 8) Commissioner Smith as the ex-officio member of the Gunnison Country Chamber of Commerce; 9) Commissioner Houck as representative with a five-year term, to the Gunnison Basin Roundtable; 10) Commissioner Puckett Daniels as elected representative to the Gunnison Valley Regional Housing Authority; 11) Commissioner Puckett Daniels as the BOCC representative on the Sustainable Tourism and Outdoor Recreation (STOR) Committee; and 12) Commissioner Smith as the non-voting/advisory member on the Rural Welcoming Committee. Seconded by Commissioner Smith. Motion carried unanimously.

Commissioner Houck then reminded those present that the commissioners all serve on numerous, collaborative boards and committees; however, not all of those positions need to be appointed.

**CONSENT AGENDA:** **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels, to approve the consent agenda as presented. Motion carried unanimously.

1. Approval for Colorado Department of Human Services Certification of Compliance; Year 2023 certification; County Human Services Personnel and Merit System
2. Approval for Letter of Engagement with Kaplan Kirsch & Rockwell LLP; for legal services regarding the Charter Operating Agreement and Lease of Airport Facilities with Delux Public Charter, LLC dba JSX; Effective Date December 7, 2022
3. Approval for the Colorado Division of Homeland Security & Emergency Management's 2023 Gunnison County Emergency Management Performance Grant (EMPG) Application; 50% match, \$197,605.40
4. Acknowledgment of County Manager's approval to submit; Health Resources and Services Administration (HRSA) Network Planning Grant Application; for the Health Coalition's shared data system; \$100,000; deadline 1/05/2023
5. Approval for the 2023 Addendum to the (Medical) Claims Administration Agreement; Imagine360 Administrators, LLC; Effective January 1, 2023
6. Approval for Behavioral Health Administration Grant Application; Gunnison County Health and Human Services; for Health Navigation Services related to Behavioral Health services, Health Care services and basic needs; \$216,000, deadline 1/15/2023
7. Approval for Professional Services Agreement; Willow Bay Counseling, LLC; for Psychoeducation and substance abuse prevention support to youth and families; Effective at signing date to 12/30/2023; \$6,400
8. Approval for the Department of Health Care Policy Amendment #2; to create and revise performance-based benchmarks and deliverables for County departments of human/social services; State Fiscal Year 2023; \$24,420.22
9. Acknowledgment of County Manager's Signature; Memorandum of Agreement Between the BOCC, Mountain Express, and Regional Transportation Authority (RTA) Regarding Senior Transportation; 1/01/2023 - 12/31/2023; up to \$55,000

10. Approval for Behavioral Health Administration Grant application; for Juvenile Services/ Criminal Diversion; \$1,569,986; deadline 1/15/2023

**SCHEDULING:** Chairperson Houck noted that the Joint Public Hearing set for January 19<sup>th</sup> would start at 9:00 am, and that there would be two public hearings in the same day – to be held in the BOCC Boardroom for greater seating capacity.

1. **2023 Board of County Commissioners Meeting Agenda Posting Locations** – Chairperson Houck briefly explained the traditional posting location. CA Hoyt did note that a physical location is not obligatory anymore; however, the Board elected to keep the physical location. **Moved** by Commissioner Houck to designate the bulleting board outside the BOCC Boardroom as an official posting spot, as well as our electronic postings, for the Board of County Commissioners meeting schedules and their events. Seconded by Commissioner Smith. Motion carried unanimously.

**COUNTY MANAGER’S REPORTS:** County Manager Matthew Birnie was present in the room for his report.

1. Reminder that the Airport Celebration will be January 20<sup>th</sup>, from 4:00 – 6:00 pm. CM Birnie noted that they had been a little nervous about this date and time because of all the recent disruptions in airline flight schedules; however, he did expect it to be a great event.
2. Participation in helping Colorado State University with the recruitment of their new extension agent. CM Birnie explained that locating a new extension director has so far been a struggle, with a second failed search just declared. He stated that, for the next search, they would be eliminating the Master’s degree requirement in hopes this would open the eligibility up to local applicants who would otherwise be good candidates. For now, Perry Pelletier was serving as the interim director.

**APPROVAL FOR SUBMISSION; STATE OF COLORADO INNOVATIVE AFFORDABLE HOUSING STRATEGIES IHOI GRANT APPLICATION; PHASE 2 OF SAWTOOTH PROJECT; \$1,000,000:** Assistant County Manager for Operations & Sustainability, John Cattles, was present in room for discussion and to answer any questions the Board might have.

ACM Cattles outlined for the Board that he had submitted a letter of interest in November 2022 for this DOLA grant, and they had then worked to prove that they met threshold requirements for supporting affordable housing. Once this was accomplished, they were then invited to apply. He stated that the would be applying for \$1 million to go towards Phase 2 of the Sawtooth project.

The Board asked about some of the application process and about the specifics of what the grantors are looking for, as well as what we are asking for. ACM Cattles answered that this grant is focused on projects utilizing existing infrastructure, as well as equity in projects that reinvest in neighborhoods or provide housing for a population which has been disproportionately affected. He outlined that the location in the 500 block was a good choice, being located ¼ mile from the bus stop, located on routes to school sites, and with open space nearby. ACM Cattles also explained that they were looking for how the project met energy efficiency and climate change goals, to which he felt that Phase 2 checked off many boxes: 1) the project planned for all electric; 2) the opportunity to create zero energy ready homes was being looked at, and 3) Phase 1 of the project had met the latest energy and climate change goal requirements in their contract with Fading West, and they were continuing to carry those improved efficiencies into Phase 2.

When requested by Commissioner Puckett Daniels, ACM Cattles briefly went over with the Board what Phase 2 would look like, explaining that the area was currently zoned commercial-industrial; they would be requesting a zone change with the City of Gunnison to R-3.

Assistant County Manager for Commercial and Economic Development, Cathie Pagano, who was also present in the room, added that they had applied for planning funds from the State and were able to receive \$150,000 towards comprehensive planning on the project, as well.

With no further questions from the Board, it was **moved** by Commissioner Smith to approve the submission of the Innovative Affordable Housing Strategies IHOI Grant Application. Commissioner Puckett Daniels seconded. Motion carried unanimously.

**CHANGE OF AGENDA:** As the presenter for the next agenda item, “Lot Cluster; Lot 2, Block 3, Crystal Meadows Subdivision...” was not currently present in the room, Chairperson Houck elected to go to the item after that, “Snowbound Subdivision Plat...,” and come back to the skipped Lot Cluster item later.

**SNOWBOUND SUBDIVISION PLAT; VACATION AND REVOCATION; MARBLE, COLORADO; JEFFE HALL; LUC-22-00047:** Community and Economic Development Planner Rachel Sabbato was present in the room for discussion and to answer any questions the Board might have. Also present via Zoom was Attorney Kendall Burgemeister, representing the applicant, Jeffe Hall.

Planner Rachel Sabbato outlined for the Board that the subdivision was located in Marble, Colorado, and the applicant wished to vacate all the inner subdivision lines to make a single 31-acre residential parcel. CED Planner Sabbato explained that within that parcel, there had been a Marble Metropolitan District for the water system to serve Snowbound Subdivision. Gunnison County owned the easements and water system and was conveying the water system to this applicant; a Settlement Agreement between the Board of County Commissioners and Jeffe D. Hall to vacate the Snowbound Subdivision Plat had been signed by both parties in September 2022. Further, there was just the one resident in this subdivision and no one else was served by this water system.

Ms. Sabato asked the Board for termination of the covenants and the vacation. Commissioner Smith recalled that this subdivision had not been considered a viable project for housing. Planner Sabbat agreed with this, noting the geologic hazards and wildfire dangers on heavily forested lots. Commissioner Houck noted that all the components now appeared to be in place.

With no further questions from the Board, it was **moved** by Commissioner Puckett Daniels to approve and authorize the chair's signature for the vacation and revocation of the Snowbound Subdivision Plat. Seconded by Commissioner Smith. Motion carried unanimously.

**CHANGE OF AGENDA:** As the presenter for the skipped agenda item, "Lot Cluster; Lot 2, Block 3, Crystal Meadows Subdivision..." was now in the room, Chairperson Houck elected to go back to this item.

**LOT CLUSTER; LOT 2, BLOCK 3, CRYSTAL MEADOWS SUBDIVISION AND THE ADJACENT 0.44 ACRES; DOLORAS HARMS; LUC-22-00060:** Community Development Administrative Services Manager Beth Baker was present in the room for discussion and to answer any of the Board's questions.

ASM Baker outlined for the Board that this lot cluster applicant wished to combine Lot 2 with another adjacent 0.44 acres which had come from the Forest Service. This had been reviewed by the County Attorney's Office and found sufficient, the utility companies had given their approval, there were no liens or homeowner's association, and the taxes were current.

**Moved** by Commissioner Smith to approve the lot cluster for Lot 2, Block 3 of Crystal Meadows Subdivision and the adjacent 0.44 acres, LUC-22-00060. Seconded by Commissioner Puckett Daniels. Motion carried unanimously.

**APPROVAL FOR THE GUNNISON VALLEY LAND PRESERVATION FUND GRANT AGREEMENT; CRESTED BUTTE LAND TRUST; SCHUTT WETLANDS CONSERVATION EASEMENT PROJECT; \$125,000:** Present in the room for discussion and to answer any of the Board's questions were Geographic Information Systems Program Manager Mike Pelletier and CB Land Trust Executive Director Jake Jones.

Executive Director Jones explained this project as an ideal use of the land preservation fund – protecting 107 acres of critical wetlands along the Slate River in its last meanders before it channelizes and goes on into the East River. He highlighted that much wildlife would be protected as well as really important public access - a ski trail, the Deli trail, and a small part of the CB South Trail were included in the area. Funding was coming from the Town of Crested Butte, Great Outdoors Colorado, 1% for Open Space, as well as a significant amount from the CB Land Trust itself.

GIS Program Mngr Mike Pelletier added that the agreement has been reviewed and approved by the County Attorney's Office, and they were scheduled to close the next day, January 11<sup>th</sup>.

Commissioner Houck expressed his and the Board's appreciation for this contribution by the Schutt family. **Moved** by Commissioner Smith to approve the Gunnison Valley Land Preservation Fund Grant Agreement between Crested Butte Land Trust, Schutt Wetlands Conservation Easement Project, and Gunnison County's contribution of \$125,000. Seconded by Commissioner Puckett Daniels. Motion carried unanimously.

**LETTER TO GOVERNOR POLIS REGARDING BROADBAND SERVICES FOR RURAL AND REMOTE AREAS OF COLORADO:** Commissioner Houck thanked Commissioner Smith for bringing this letter and subject to the BOCC agenda, and reminded the group when this issue was brought up at the recent CCI Winter Conference in December.

Commissioner Smith explained that it was important for rural communities to be added to the statewide broadband network. She noted that Gunnison County has been one of the last areas to be focused on, and she felt the letter was important to help ensure that connectivity was possible for rural communities as the larger infrastructure gets put in across the state.

Commissioner Houck noted that there had been strong support for the letter among the 16 counties in the Western District at CCI, and Commissioner Smith added that Gunnison County's approval would consist of sending the county logo to be included with all other supporting counties' logos on a single, final letter to the governor.

**Moved** by Commissioner Houck, that the Board of County Commissioners authorized the signature of the full board – three individual commissioners for the county as a whole – to sign onto the letter to Governor Polis regarding broadband services for rural and remote areas of Colorado. Seconded by Commissioner Smith. Motion carried unanimously.

**COMMENTS REGARDING PROPOSED MINERAL WITHDRAW BY BUREAU OF LAND MANAGEMENT AND UNITED STATES FOREST SERVICE IN THOMPSON DIVIDE AREA:** County Attorney Matthew Hoyt outlined for the Board the history of the CORE Act and recent acceptance by the President and present administration to pursue a federal mineral withdrawal. He explained that included in this withdrawal of mineral rights was the area around the Mt. Emmons mine site – not only the federal mineral withdrawal at the site itself, but also all of the unpatented federal mining claims that surround the area – so that no one would have the opportunity to get to the ore behind this area. He cautioned that administrative withdrawals are not permanent, but they do give time to help ensure a more permanent withdrawal for the future. CA Hoyt also went over the BLM and Federal processes for noticing comment before the withdrawal, and recommended to the Board that they submit comments regarding language changes which might be necessary, so that there would be no possible impediment to a proposed land exchange which the county was currently working toward.

Commissioner Houck then summarized CA Hoyt's comments for the Board by highlighting that all the parties involved in the land exchange and mineral withdrawal were still on the same page and that they were now making sure they did not miss any technical pieces which would prohibit/inhibit any of the actions they were going to take for the full process of the withdrawal.

The Board also briefly discussed with CA Hoyt the wording needed and the due date for submission of final comments.

**Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels, to approve the comments regarding the proposed mineral withdrawal by the BLM and U.S. Forest Service in the Thompson Divide area, capturing the nature of this conversation in any amendments that County Attorney Hoyt might make, to approve the chair's signature, and to delegate to Commissioner Houck the authority on behalf of the Board to execute the final comment submission. Motion carried unanimously.

CA Hoyt asked for additional direction from the Board with regard to appointing a representative of the Board at future meetings with Mt. Emmons Mining Company and the Forest Service, the Town of Crested Butte and other stakeholders. He stated that the full Board would be involved for any policy decisions, but that they needed the presence of a board member to take the lead on this project.

Commissioner Houck noted that he had started doing this, but that it had eventually gone to Commissioner Mason because he had been on the CB Town Council and was familiar with the issues.

Commissioner Smith stated that she supported either Commissioner Houck or Commissioner Puckett Daniels, as she represented the northern District 3. Commissioner Puckett Daniels requested that Commissioner Houck be the one to attend the meetings for now, while she got up to speed.

Commissioner Houck agreed to be the representative for the Board at this time.

**UNSCHEDULED CITIZENS:** There was no one present in the room or via Zoom who wished to make comment.

#### **COMMISSIONER ITEMS:**

##### **Commissioner Smith:**

1. Attended the Southwest Colorado Opioid Regional Council meeting on Monday January 9th. Commissioner Smith reported that the council was looking at hiring a person already in the consortium who would be able to work half-time with the six-county region; they were also considering how to establish connections within each of the other five communities. Currently, the council was in the process of holding informal meetings with regional organizations who might be qualified to fill those positions, and were also putting out an RFP for anyone who might want to apply. Commissioner Smith noted that the council was feeling the urgency to get people hired so that the region did not miss out on grant opportunities. Commissioner Smith also stated that she was continuing statewide data infrastructure talks with the State Attorney General's office, and she felt they were beginning to see the value and necessity of having a common data system that regions could be incentivized to opt into.
2. Developments with Universal Pre-Kindergarten. Commissioner Smith explained that there had been some misunderstanding that came out of the panel held at Colorado Counties Inc (CCI), from the Colorado Department of Early Childhood. Gunnison County is found to be in a strange gap where the state's cut-off date for attending Kindergarten is October 1<sup>st</sup>, but the county's is an earlier cut-off date of August 1<sup>st</sup>. This would leave children perhaps not qualified for the Universal Pre-K program the year before, because of differing cut-off dates - in Gunnison County and in communities across the state. Commissioner Smith stated that she was working with the Early Childhood Council and with commissioners in other communities to see if they might be able to develop a waiver.
3. Attended the Behavioral Health Administration (BHA) check in with CCI. Smith reported that the way in which the BHA was rolling out its new structure was not quite maintaining the separation of provider relationships and organizational structure suggested by its consultants. She explained that, as they are currently concerned with equity across the state, she could see rural communities on edge to see how the new procedures could be executed in an equitable manner.
4. Update on Cheatgrass mitigation and habitat restoration. Commissioner Smith highlighted that they were moving forward with monthly meetings with the key stakeholders, and they were now in a really good position to do some good work.

##### **Commissioner Puckett Daniels**

1. Headed to the CCI new commissioner training. Commissioner Puckett Daniels explained she would be headed to this orientation next Wednesday through Friday, January 11-13.
2. Onboarding yesterday, January 9<sup>th</sup>, with CM Matthew Birnie. Commissioner Puckett Daniels reported that in addition to her initial onboarding, she was also developing a plan for herself to learn about the different departments and to meet with county staff. She also invited further suggestions for topics she might want to learn more about.

##### **Commissioner Houck**

1. Monday January 9<sup>th</sup> attended the monthly National Association of Counties (NACo) Public Lands meeting. Commissioner Houck informed those present that he would not be at the February 14<sup>th</sup> BOCC meeting, as he would be attending the annual NACo meeting in Washington D.C. He also

stated that he was on the board of the Public Lands Steering Committee for Colorado, and there was a strong chance he would be chairing that for the next year. Commissioner Houck then reported from the meeting that in 2023, a new option when you renew your car registration would be the \$29 state parks pass. This option needs to be declined in order to not receive the pass which gets you into all the state parks. Commissioner Houck highlighted that this new option would increase how many people travel to state parks even more; the issue was that the state parks are often accessed by county roads. From this, how would counties bear the brunt on increased maintenance? He added that, though this issue did not affect Gunnison County right now, there was also discussion that they would add wildlife areas, which could affect the county. He promised to keep everyone updated with new developments.

- 2. Met with Assistant County Manager for Health, Human, and Safety Services Joni Reynolds. Commissioner Houck informed the board that he met with ACM Reynolds to discuss CCI legislative voting stances for Health and Human Services issues, as she had been given a proxy to vote for Gunnison and Hinsdale Counties on these matters. Commissioner Houck reported that ACM Reynolds had been able to give him a good run-down and direction on some of the bills coming through this year for health and human services.
- 3. Continued participation with County Attorney Matt Hoyt regarding wildlife issues. Commissioner Houck explained that he and CA Hoyt continued to work with the Gunnison Basin Sage-grouse issues, adding that there were two sides to these issues – the litigation side and the Resource Management Plan (RMP) amendments being contemplated by the BLM. CA Hoyt briefly went over the litigation regarding a federal district court judge’s consideration of closing the case, putting the case on pause while the RMP amendment process goes forward.  
 Commissioner Houck stated that there was nothing really new to report for the Sage-grouse RMP amendment, but he did want to inform the Board that scoping comments for the big game wildlife corridor RMP amendment and Environmental Impact Statement (EIS) had now come out; the report was available on the BLM website.
- 4. Participated in a Southwest Counties call last night. Commissioner Houck explained that this was originally a weekly call initiated by commissioners from Gunnison, Hinsdale, Ouray, San Miguel, San Juan, Archuleta, Montrose and La Plata Counties during the COVID pandemic, and they had decided to continue on a monthly basis. During last night’s call, he reported that one item which had really come forward involved how the counties were struggling with being fully staffed. Commissioner Houck stated that our county’s staffing and policies were in a much better place than those of some of the neighboring counties. He let CM Birnie know that he appreciated all the work of county staff that went into both acquiring and retaining personnel in Gunnison County.
- 5. The state’s legislative season started yesterday. Commissioner Houck reminded his fellow commissioners to make sure that they communicate regularly, are familiar with all the bills coming through, are together on positions (if not, then why not), and that their stances are well represented

**ADJOURN:** Chairperson Houck adjourned the Gunnison County Board of County Commissioners regular meeting at 10:32 am.

\_\_\_\_\_  
Jonathan Houck, Chairperson

\_\_\_\_\_  
Roland Mason, Vice-Chairperson

\_\_\_\_\_  
Liz Smith, Commissioner

Minutes Prepared By:

\_\_\_\_\_  
Melanie Bollig, Deputy County Clerk

Attest:

\_\_\_\_\_  
Kathy Simillion, County Clerk

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

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**Agenda Item:** Minutes: 1. January 10, 2023 Regular Meeting; 2. J

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Two draft minutes for your review: Regular meeting minutes for both the BOCC January 10th and January 24th regular meetings.

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 3/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 3/7/2023

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
January 24, 2023**

The January 24, 2023 meeting was held in the Board of County Commissioners’ meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

- |                                      |                                     |
|--------------------------------------|-------------------------------------|
| Jonathan Houck, Chairperson          | Matthew Birnie, County Manager      |
| Liz Smith, Vice-Chairperson          | Melanie Bollig, Deputy County Clerk |
| Lauran Puckett Daniels, Commissioner | Others Present as Listed in Text    |

**GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT:**

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

**CONSENT AGENDA:** **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels, to approve the consent Agenda as presented. Motion carried unanimously.

1. Approval of Professional Services Agreement; For Tourism and Prosperity Partnership (TAPP) services; Effective upon date of signing until 12/31/2023; up to \$3,390,000

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

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

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

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

**SCHEDULING:** Chairperson Houck noted the joint public hearing on Thursday February 2<sup>nd</sup>. Commissioner Puckett Daniels had questions about Mayors & Managers, asking who usually goes. County Manager Birnie noted it had usually been one commissioner in the past – often the Chair – but had lately been two to three commissioners attending, though they did not need more than one in attendance. Commissioner Smith noted she may need that meeting off as she has a possible ongoing meeting conflict with the Mayors & Managers meeting times.

Commissioner Houck noted that he will be in Washington D.C. on February 14<sup>th</sup> and unable to attend the scheduled work session meeting.

The Board also discussed if the joint public hearing would be done by noon on Feb 2<sup>nd</sup>, as that was set for the same day as Mayors & Managers. Assistant County Manager for Community and Economic Development Cathie Pagano (present remotely via Zoom) stated that she hoped so.

**MINUTES APPROVAL:** **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the October 18, 2022 regular meeting minutes and the November 1, 2022 Regular Meeting minutes. Motion carried. Commissioner Puckett Daniels abstained as she had not been at these meetings.

1. **October 18, 2022 Regular Meeting**
2. **November 1, 2022 Regular Meeting**

**CONSENT AGENDA:** Commissioner Puckett Daniels had a question about Item #1 on the consent agenda; therefore, Item #1 was pulled for further discussion.

**Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith, to approve Items #2 and #3 on the consent agenda. Motion carried unanimously.

1. PULLED FOR FURTHER DISCUSSION - Approval for Amendment to Gunnison County Operating Plan 2023
2. Approval for Release of Development Improvements Agreement; For Colorado State University – Wilson Subdivision
3. Approval of Agreement for Consulting Services; Gunnison Conservation District; for Wildlife Biologist services; 1/01/2023 – 12/31/2023; up to \$12,000

**PULLED FOR FURTHER DISCUSSION – Consent Agenda Item #1: Approval for Amendment to Gunnison County Operating Plan 2023:** County Manager Birnie gave explanation by stating that this amendment will allow the county to be reimbursed with state funding; mutual coordination has been already done in the past. He noted that in Colorado the Sheriff is also the Fire Marshall, so this allows mutual aid and delegation of authority.

**Moved** by Commissioner Daniels, seconded by Commissioner Smith, to approve the consent agenda Item #1, after its discussion and clarification. Motion carried unanimously.

**COUNTY MANAGER’S REPORTS:**

1. Airport Celebration. CM Birnie thanked his team and more specifically, County Attorney Matt Hoyt, Chief Financial Officer Perry Solheim, Assistant County Manager for Operations & Sustainability John Cattles and Assistant County Manager for Community and Economic Development Cathie Pagano for all their help throughout the process. The Board discussed the event briefly, noting that it had been a great celebration. Commissioner Smith asked what the grant total for the airport renovation had been. CM Birnie estimated \$29 to \$30 million, highlighting that the county had started saving for this project in his third year here.
2. Whetstone Project updates. CM Birnie reported that they were in the land use process stage, with a public hearing having been completed last Thursday, January 19<sup>th</sup>.
3. Working with Gunnison Valley Health. CM Birnie explained that he was working presently with GVH regarding their property and housing transactions. GVH would be purchasing Lazy K units for affordable housing, and CM Birnie and ACM Cattles would also be sitting on a selection committee for the emergency medical services building project manager and general contractor. He further noted helping GVH to explore different financing option for other upcoming projects. The Board then briefly discussed the county’s process for building projects as well as a projected deed restriction yet to come for the Lazy K units.

**CHANGE IN AGENDA:** As County Treasurer Debbie Dunbar was not present either in the room or remotely via Zoom, Chairperson Houck elected to come back to the agenda item “Treasurer’s Reports” after Vouchers and Transfers, as Treasurer Dunbar might be able to join remotely by the later time.

**VOUCHERS AND TRANSFERS:**

1. January 2023 Accounts Payable Report. **Moved** by Commissioner Smith to approve the vouchers in the amount of \$4,211,650.02. Commissioner Puckett Daniels seconded. Motion carried unanimously.
2. December 2022 Cash Transfer Report. **Moved** by Commissioner Smith to approve the cash transfer in the amount of \$5,016,603.93. Commissioner Puckett Daniels seconded, and the motion carried unanimously.
3. Sales Tax - LMD Reports. Commissioner Smith noted that looking back over years 2018 up to 2022, that the county’s efforts to identify more online sales had risen from \$57 million in 2018 to over \$173 million in 2022. CFO Perry Solheim noted that this will continue to improve as his staff continues to look over and identify more areas of online sales.

**TREASURER’S REPORTS:** County Treasurer Debbie Dunbar was still not present; however, Chairperson Houck elected to go ahead and review without her, noting that he would check in with her later to make sure there was nothing of note that she had wished to report.

With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Daniels to approve the Treasurer’s reports and authorize the chair’s signature. Motion carried unanimously.

**APPROVAL FOR GUNNISON COUNTY ASSESSOR’S 2023 ALTERNATE APPEAL SCHEDULE:**

Assessor’s Office Communications Manager William Spicer was present in the room for discussion and questions from the Board.

Mr. Spicer went over the appeals process for Gunnison County, as the Board had a new commissioner present, and then highlighted the dates they were asking for in the alternative appeals process for 2023. He explained that it gave more time for preparation of appeals and for more meaningful presentations.

Comm Mgr Spicer also reminded the Board that they had elected to hire a hearing officer in 2023. He briefly went over what the appeals process would look like with a hearing officer involved, noting that it worked well for both the Assessor’s Officer and the taxpayers. He let the Board know that the county may expect a heavy appeals season in the fall.

CA Hoyt wished to clarify the Board’s memo in their meeting packet, stating that the first deadline date was to be corrected from June 10 to June 8.

The Board briefly discussed the timing this year for the County Board of Equalization (CBOE) appeals and determinations, as guided by the alternate schedule. Also discussed was the slowness of the postal service to deliver notices to those out of state.

CA Hoyt let the Board know that if a taxpayer was not happy with the decision of the CBOE, they have three further ways to appeal: 1) to the district court; 2) to the State Board of Assessment Appeals, or; 3) they can submit the appeal to binding arbitration.

Comm Mrg Spicer extended the invitation for Commissioner Daniels and any of the commissioners to feel free to come over to the Assessor’s Office, where they can go over any additional information desired.

Commissioner Puckett Daniels **moved** to approve the Assessor’s alternate appeal schedule, with dates as set in statute. Commissioner Smith seconded. Motion carried unanimously.

Commissioner Houck then expressed interest in generating a contract with the hearing officer the county had used for the last two years. CM Birnie affirmed that they would get a contract together and get back to the Board for their approval.

**GUNNISON COUNTY BOARDS AND COMMISSIONS, REGULAR-CYCLE SEARCH DISCUSSION:**

Chairperson Houck went over the process for filling vacancies on the County’s boards and commissions. He let those present know that, for future help to the Board in making appointment determinations, he wanted the applicant to have to provide more detail. He also wished to go over the way that they considered those

applicants who were re-applying while fulfilling their duties already. Commissioner Houck stated that he was inclined to interview only those new to the position and not those already on a board.

Commissioner Smith stated that had not heard all of those who were in positions already, and felt she would like the option to still re-interview. Commissioner Puckett Daniels also felt that the re-applications should be vetted in competitive cases, in order to make fair decisions.

The Board deliberated for several minutes over this process and how best to choose applicants. CM Birnie added that some of the boards do rely on their members in order to function properly, and he felt that the advantage of an interview vs a large paper application was that you would get more applicants. A large application may turn some away from the process.

Commissioner Houck added that a letter of intent would be helpful to vet individuals before the actual interview process. Commissioner Smith added that more specific questions might be better, as a letter of intent can be a struggle for people to understand what is wanted. Commissioner Puckett Daniels noted further that a well-written letter does not need to be a qualification for several of the boards, in order for an applicant to become an important part of the board or commission; she cautioned about erecting barriers to entry.

Chairperson Houck then noted that this could be discussed more at a later date. He asked the commissioners to then look at how to lay out the interviews for the applications that have come in by the January 17<sup>th</sup> deadline. The Board then discussed for several minutes their meeting schedules and the timing needed for all the interviews. They also made decisions on who would be interviewed, as designated by each Board or Commission:

1. Board of Adjustments and Board of Appeals, 3 positions: No need to interview Bill Barvitski and Andrew Tocke, as they were both re-applying. Jeff Wilkinson to be interviewed
2. Environmental Health Board, 1 position + 2 alternates: no need to interview Shea Earley, as she was the one applicant re-applying. To continue the search for two alternates.
3. Extension Advisory Board, 2 positions: To continue the search, as the two members whose terms had expired did not re-apply
4. Gunnison Basin Sage-grouse Strategic Committee, 2 At-large Alternate positions: Ron Crews to be interviewed.
5. Gunnison Valley Board of Trustees, 4 positions: All four applicants to be interviewed – Bob Schutt, Marla Crockett, Stephens Mundy, and Polly Oberosler
6. Gunnison Valley Regional Housing Authority, 1 position: To continue the search, as there had been no applicants
7. Gunnison Valley Land Preservation Board, 1 Alternate position: No need to interview Les White, as he was the one applicant who re-applied.
8. Gunnison Watershed Weed Commission, 3 positions: No need to interview Lorraine Rup, as she was the one applicant who re-applied. To continue the search for two more members.
9. Historic Preservation Commission, 1 position: Al Caniff to be interviewed.
10. Library Board of Trustees, 2 positions: All six applicants to be interviewed – Sally Hays, Barth Hague, Susan Wold, Janet Farmer, Matthew Feier, Cheryl Crews
11. Planning Commission, 1 position: To interview Catherine McBreen and Roland Mason.
12. Region 10, 4 positions: No need to interview the three who re-applied – Vincent Rogalski, David Assad, and Shane McGuinness. To interview Colleen Hannon as the one new applicant.
13. Sustainable Tourism and Outdoor Recreation (STOR), 4 positions: To interview all seven applicants – Tim Kugler, Jake Jones, Chris Parmeter, Kate Guibert, Jeremy Johndrow, Geoffrey Heller, Gabriela Zaldumbide
14. Tourism and Prosperity Partnership (TAPP), 3 positions: To interview all six applicants – Jennifer Barvitski, Kelly Osness, Erica Rasmussen, Bill Miller, Celeste Helminski, Kendal Rota. Interviews to take place as the LMD Board, with the WCU and CBMR reps in attendance.
15. Veteran Services Officer, 1 position: No need to interview Steve Otero, as he was the one applicant who re-applied. Further, they had recently received reports of his outstanding work.

After a consensus by all the commissioners on who they would be interviewing, Chairperson Houck directed CM Birnie Birnie to look at February 7<sup>th</sup> for holding the first interviews, noting that the interviews could be held right after the regular meeting on February 7<sup>th</sup> and continue all afternoon, with interviews lasting 20 minutes each. As there would be too many interviews for one meeting, it was decided that Chairperson Houck and CM Birnie would meet later to decide the date for the second round of interviews.

**UNSCHEDULED CITIZENS:** There was no one present in the room or remotely via Zoom for comment.

**COMMISSIONER ITEMS:**

**Commissioner Smith**

1. Participating in Broadband workshop. Commissioner Smith let the Board know that Colorado Attorney General Phil Weiser would be there next Monday for the workshop, and he was wanting to talk with the Commissioners. She asked the Board to put this on their radar if they were available.
2. Anonymous donor grant received by the Hispanic Affairs Project. Commissioner Smith reported that a \$120,000 grant had been received, to advance the immigration work and partnership with the City of Gunnison's Rural Welcoming Initiative. She also advised that the City of Gunnison also received a second grant to continue with the Rural Welcoming Initiative, and they will be acting

in more of a mentor capacity to some of the new groups coming on board. Commissioner Smith added that she was still part of that process and then noted that it was really becoming more organized and expanding outward for greater collective impact. She also stated that the City would be hiring a facilitator for help in moving initiatives forward.

3. Universal Pre-Kindergarten update. Commissioner Smith stated that she was happy to report that Gunnison County and the school district have really led on the early date gap issues with the state. Gunnison was granted the ability to accommodate children that fall in the enrollment date gap from August 1 to October 1 through a manual process. The state was asking Gunnison to be a pilot for this and to figure out how to implement a workable process. She noted further that some school districts had already voted to change their cut-off dates because they had been worried about this very issue.
4. Attended land use group meetings with both Colorado Counties Inc (CCI) and Counties and Commissioners Acting Together (CCAT). Commissioner Smith explained that these had been very productive meetings and noted that staff will be conversing with the Governor's office shortly regarding concerns around CDOT and affordable housing.
5. Attended a Fentanyl Town Hall meeting hosted by Colorado Attorney General Phil Weiser. Commissioner Smith highlighted that the town hall meeting had focused on social media, and the way that regions need to create education and outreach about fentanyl. She let the Board know that social media was playing a significant role in how adolescents are accessing some of these drugs.
6. Attended a community meet and greet for Brian Berger, the Gunnison City Manager candidate. Commissioner Smith explained that Brian was now the sole candidate due to a couple of recent withdrawals.
7. Met that morning with John Whitney from Senator Bennet's office. Commissioner Smith stated that this meeting had centered on updates for John. She informed the Board that she had brought up some of the difficult issues they were continuing to experience with County Road 3's exemption of OHVs near Marble. She had stressed that progress has been made in the Lead King Loop stakeholder group, but that she didn't want the point that had been made a couple of years ago to the White River National Forest (WRNF) to be lost – when considering qualifications for a permitting system, they needed to look at more than just the numbers, they also needed to consider the impacts to the community and the lack of infrastructure to support the activity which their forest was attracting, and which Marble was not able to support. She reported that John Whitney has expressed willingness to reach out again to the WRNF. She asked the other Board members to let them know also if they had differing or additional opinions from hers.
8. One "go back" regarding Rural Welcoming Initiative with the City of Gunnison. Commissioner Smith advised that, because they are continuing the grant process, there would be a Welcoming Interactive this year in San José, California on April 26<sup>th</sup> - 28<sup>th</sup>. She asked CM Birnie about sending one of the county staff to the interactive in order to help get a better perspective and sense of the program, and to see how the county might better interface with the City of Gunnison on this initiative. She also expressed that she would like to join the site team again this year. CM Birnie stated that they could meet about this.

#### **Commissioner Puckett Daniels**

1. Contacting the Boards she has been newly appointed to. Commissioner Puckett Daniels reported that contacting each of the Boards was currently a main focus of hers, so that she could acquaint herself with the people and the topics important to each Board and get herself "up to speed." She informed the commissioners that she had met with Andy Kadlec at the Regional Housing Authority last week, and this week she would be meeting with Joe Lavorini and Jake Jones with STOR, and Scott Truex with RTA to see where they are all at presently.
2. Met with the Town of Crested Butte last week for an introductory meeting. Commissioner Puckett Daniels stated that she had gotten the chance to tell them a little about herself and what her priorities were, and then had also been able to ask questions and find out their perspectives and see how they would like the commissioners to interact with them.
3. Planning to attend the Region 10 Broadband workshop next Sunday and Monday. Commissioner Puckett Daniels advised those present that this would be a policy rather than a technical workshop and she was scheduled to make some comments welcoming people and then to attend the workshop.

#### **Commissioner Houck**

1. Attended a Roundtable HB1177 meeting last week. Commissioner Houck explained that he would give more details about this meeting at the next work session water updates.
2. Work on the BLM Resource Management Plan amendments for both Gunnison Sage-grouse and the Big Game wildlife corridors. Commissioner Houck outlined that he had been working extensively on the Gunnison Sage-grouse RMP with Wildlife Biologist Jim Cochran, and on the wildlife corridors RMP with CA Hoyt.
3. Work on the Grand Mesa-Uncompahgre-Gunnison National Forest Plan. Commissioner Houck reported that the finalization was still in process, and he would be traveling to Delta or Montrose to meet with GMUG Forest Supervisor Chad Stewart and go over some concerns.
4. Traveling to Denver tomorrow for a CCI legislative meeting. Commissioner Houck stated that he anticipated a robust legislative season to look forward to, and noted that Assistant County Manager

for Health, Human, and Safety Services Joni Reynolds was the county's proxy vote for Health and Human Services as well.

- 5. **Reminder for Colorado Parks and Wildlife wolf reintroduction meeting.** Commissioner Houck let those present know that the meeting would take place on Wednesday at Western Colorado University, and not at the Fairgrounds' Fred R. Field Western Heritage Center; meeting details were posted on the CPW website.

**BREAK:** Chairperson Houck elected to take a break in the meeting from 10:01 am to 10:11 am.

**CHANGE OF AGENDA:** Chairperson Houck proposed that they did not need to enter into Executive Session for the topics being discussed by County Attorney Hoyt with the commissioners. Chairperson Houck did note that, if there was any topic that happened to come up during the presentation and which CA Hoyt felt would be attorney-client privilege, then they could at that point recess and go into an executive session.

**EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402(4)(B): CONFERENCE WITH COUNTY ATTORNEY, DEPUTY COUNTY ATTORNEY, OR ASSISTANT COUNTY ATTORNEY; ATTORNEY-CLIENT PRIVILEGED COMMUNICATION, DISCUSSION AND LEGAL ADVICE REGARDING: (A) EX PARTE COMMUNICATIONS IN QUASI-JUDICIAL PROCEEDINGS; (B) COLORADO OPEN MEETING LAW; AND (C) CONFLICTS OF INTEREST:** CA Matt Hoyt went over several topics that would be relevant to functioning as a county commissioner. These topics included: Colorado Sunshine Law – Open Meetings Law, *Ex Parte* Communications and Conflicts of interest (timeliness, transparency and openness, private vs public meetings, procedural due process, how to avoid *ex parte* communications or to recuse yourself from voting, and steps for resolving any conflict of interest).

The Board then was asked if they had questions, or if they would like to go into Executive Session. Chairperson Houck advised the Board that they could go into Executive Session if they desired to ask about anything specific, since it was already noted on the agenda.

CA Houck stated he had nothing specific, but he always found this review very helpful for knowing what the expectations were, and to give clarity to what the commissioners – as representatives of the County – do before the public. CA Hoyt also reminded the Board that it is not just what the law states, but what is perceived by the public; it was his desire that all are able to feel that they are above board and transparent in how the county does business.

Commissioner Smith and Commissioner Puckett Daniels then asked several general clarifying questions, questions about executive sessions for personnel matters, and what might be considered *ex parte* communication with members of the public.

CA Hoyt worked through examples of potential *ex parte* communication and demonstrated examples of how to stop or avoid these types of inadvertent communication.

Chairperson Houck thanked CA Hoyt for his presentation and added that they also always had him or his staff available for support when they might need it.

**ADJOURN:** Chairperson Houck adjourned the Gunnison County Board of County Commissioners regular meeting at 11:06 am.

\_\_\_\_\_  
Jonathan Houck, Chairperson

\_\_\_\_\_  
Liz Smith, Vice-Chairperson

\_\_\_\_\_  
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

\_\_\_\_\_  
Melanie Bollig, Deputy County Clerk

Attest:

\_\_\_\_\_  
Kathy Simillion, County Clerk

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

**Agenda Item:** Acceptance of Appointments; Gunnison County Metrop

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

For your review, the MetRec request to appoint Derrick Nehrenberg as their representative to the STOR Committee

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 3/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/7/2023



metrec

January 16, 2023

Joe Lavorini  
Southwest Colorado Program Manager – National Forest

Dear Joe:

MetRec seeks to have Derrick Nehrenberg, its district manager, appointed to the Sustainable Tourism and Outdoor Recreation Committee (STOR) for another three-year term as an agency and municipality appointee (technically, MetRec is a local government).

Derrick is a firm believer and long-time supporter of STOR. Derrick helped MetRec's budget roughly double twice via two ballot issues since 2016 when Derrick joined MetRec's board of directors. Derrick was term-limited in May of 2022 and came off the MetRec board. He became the interim district manager in September of 2022 and became Hedda Peterson's replacement as MetRec's STOR appointee. In November of 2023, he became MetRec's permanent district manager.

One of MetRec's primary goals is to ensure that its budget is leveraged to create vital recreation benefits for citizens within the district. The STOR is an ideal venue to gauge, vet, and fund its strategic priorities, thanks to its members' success and you, Joe. MetRec strives to be a strong team player supporting the ongoing success and future of STOR.

I appreciate your consideration.

Sincerely,

Derrick Nehrenberg (on behalf of MetRec)  
District Manager  
MetRec  
(719) 221-9125

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

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**Agenda Item:** Acceptance of Appointments; Western Colorado Unive

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

For your review, the WCU request to appoint Dr DeBoer as their representative to the STOR Committee

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 3/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/7/2023

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OFFICE | President Brad Baca

PHONE | 970.943.2114

EMAIL | [president@western.edu](mailto:president@western.edu)

January 17<sup>th</sup>, 2023

To Whom It May Concern,

I'm writing this letter to recommend the appointment of Dr. Jennifer DeBoer to the Gunnison County Sustainable Tourism & Outdoor Recreation (STOR) committee. Jennifer is the new Director of the Outdoor Industry MBA (OIMBA) program at Western. She's been a professor, advisor, and mentor in the OIMBA program for nearly three years. She has considerable professional experience related to tourism and recreation; she's held positions at The Ahwahnee Hotel in Yosemite National Park and The Wapiti Lodge outside Yellowstone National Park. Additionally, Jennifer has a Ph.D. in Sustainable Business Management and has published research related to sustainable tourism. Finally, she enjoys numerous outdoor recreation activities in and around the Gunnison Valley and is very interested in and excited about joining this committee.

Please feel free to reach out to Jennifer at [jdebeoer@western.edu](mailto:jdebeoer@western.edu) if you have any questions and/or need any additional information.

Sincerely,

A handwritten signature in black ink that reads 'Brad Baca'.

Brad Baca

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

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**Agenda Item:** Acceptance of Appointments; Upper Gunnison River W

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

For your review, the Upper Gunnison River Water Conservancy District request to appoint Sonja Chavez as their representative to the STOR Committee

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 3/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/7/2023

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## Upper Gunnison River Water Conservancy District

October 26, 2022

To: Gunnison County Board of Commissioners

Re: UGRWCD Letter of Appointment for STOR Committee

Dear Board of County Commissioners,

This letter is being written to inform you that the Board of Directors of the Upper Gunnison River Water Conservancy District (UGRWCD) was informed by Director Joellen Fonken that she would step down as UGRWCD representative to the STOR Committee, effective immediately. In her place, the District is appointing our General Manager, Sonja Chavez, to the seat.

If you should have any questions, please feel free to contact me at:

[michellepierce@centurytel.net](mailto:michellepierce@centurytel.net) or 970-209-9164 (mobile).

Sincerely,

A handwritten signature in cursive script, appearing to read 'Michelle Pierce'.

Michelle Pierce,  
President

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

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**Agenda Item:** Approval for Colorado Department of Early Childhood

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**Action Requested:** Other County Manager Signature by DocuSign

**Parties to the Agreement:** CDEC

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

HHS and CDEC are amending current contract for a budget revision. Funding remains the same total amount.

**Fiscal Impact:**

**Submitted by:** Margaret Wacker

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 2/23/2023

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 2/23/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/23/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/24/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/7/2023

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## INTERGOVERNMENTAL CONTRACT AMENDMENT #5

### SIGNATURE AND COVER PAGE

<p><b>State Agency</b> Colorado Department of Early Childhood 1575 Sherman Street, 1<sup>st</sup> Floor Denver, CO 80203</p>	<p><b>Original Contract Number</b> 21 IHIA 159833</p>
<p><b>Contractor</b> Gunnison County 220 North Spruce Street Gunnison, CO 81230</p>	<p><b>Amendment Contract Number</b> 23 QAAA 181231</p>
<p><b>Current Contract Maximum Amount</b> Initial Term</p> <p style="padding-left: 40px;">State Fiscal Year 2021 <span style="float: right;">\$63,450*</span></p> <p>*Three General Accounting Encumbrances (GAE) have been appropriated and added to this contract for:</p> <ul style="list-style-type: none"> <li>• Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed \$5,506,000</li> <li>• Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed \$511,134</li> <li>• Micro Grant (MG) – the maximum amount payable for MG-GAE is subject to appropriated funds, not to exceed \$424,096</li> </ul> <p>The QI-GAE, EQIT-GAE, and MG-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).</p> <p>Extension Terms</p> <p style="padding-left: 40px;">State Fiscal Year 2022 <span style="float: right;">\$89,280*</span></p> <p>*Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for:</p> <ul style="list-style-type: none"> <li>• Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed \$6,283,201</li> <li>• Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed \$505,000</li> </ul> <p>The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).</p> <p style="padding-left: 40px;">State Fiscal Year 2023 <span style="float: right;">\$108,040*</span></p> <p>*Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for:</p> <ul style="list-style-type: none"> <li>• Quality Improvement (QI) – in the amount of \$7,640,801, is subject to appropriated funds,</li> <li>• Expanding Quality in Infant Toddler Care (EQIT) – in the amount of \$647,000 is subject to appropriated funds</li> </ul> <p>The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).</p> <p>Total for All State Fiscal Years <span style="float: right;">\$260,770*</span></p>	<p><b>Contract Performance Beginning Date</b> July 1, 2020</p> <hr/> <p><b>Current Contract Expiration Date</b> June 30, 2023</p>

**Signature Page begins on next page →**



**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

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

<p><b>CONTRACTOR</b> Gunnison County</p> <hr/> <p>By: Matthew Birnie, County Manager</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b> Jared Polis, Governor Colorado Department of Early Childhood Lisa Roy, Ed.D., Executive Director</p> <hr/> <p>By: Lisa Castiglia, Director of Finance Operations</p> <p>Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

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

By: \_\_\_\_\_  
Andrea Eurich / Toni Williamson / Telly Belton

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

**-- Signature and Cover Pages End --**

## 1. PARTIES

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

## 2. TERMINOLOGY

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

## 3. AMENDMENT EFFECTIVE DATE AND TERM

### A. Amendment Effective Date

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

### B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

## 4. PURPOSE

Gunnison County shall serve as the fiscal agent for Gunnison Hinsdale Early Childhood Council. Statutorily Early Childhood Councils (ECC) support the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. ECCs increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. ECCs provide local level supports for licensed programs required to participate in Colorado Shines by offering technical assistance and quality improvement supports to programs pursuing higher quality levels. This amendment amends Exhibits B and F.

## 5. MODIFICATIONS

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

### A. Exhibit B – Budget

Exhibit B – Amendment #5, which is attached and incorporated by this Amendment, shall replace Exhibit B – Amendment #4 of the Original Contract.

### B. Exhibit F – Additional Provisions

Exhibit F – Amendment #5, which is attached and incorporated by this Amendment, shall replace Exhibit F – Amendment #4 of the Original Contract.

## 6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except

as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.



**Colorado Department of Early Childhood  
BUDGET WITH JUSTIFICATION FORM**

<b>Contractor Name</b>	Gunnison County
<b>Budget Period</b>	July 1, 2022 - June 30, 2023
<b>Project Name</b>	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI) Child Care Resource & Referral (CCR&R) Family Child Care Home Navigator (FCCHN)

<b>Program Contact Name and Title</b>	Margaret Wacker
<b>Phone</b>	970.641.7913
<b>Email</b>	<a href="mailto:mwacker@gunnisoncounty.org">mwacker@gunnisoncounty.org</a>
<b>Fiscal Contact Name and Title</b>	Jody Wise
<b>Phone</b>	970.641.7679
<b>Email</b>	<a href="mailto:jwise@gunnisoncounty.org">jwise@gunnisoncounty.org</a>

<b>Expenditure Categories</b>									
<b>Personnel Services - Salaried Employees</b>									<b>SFY 2023</b>
<b>Position Title</b>	<b>Description of Work and Fringe Benefits Include: SSEC, MCARE, Dental, Vision, and Health Insurance and Retirement</b>	<b>Gross or Annual Salary</b>	<b>Fringe</b>	<b>Total Percent of Time on Project</b>	<b>Cost Based on Percent of Time for (ECSB)</b>	<b>Cost Based on Percent of Time for (CSQI)</b>	<b>Child Care Resource &amp; Referral (CCR&amp;R)</b>	<b>Family Child Care Home Navigator (FCCHN)</b>	<b>Total Amount Requested from CDEC</b>
Council Co-Coordinator #1	Plans and facilitates council meetings, manages the budget and contracts, oversees Quality Improvement funding, leads planning processes, and assists in writing grants. (ECSB 11%, CSQI 9.5%, CCR&R 0%, FCCH 0%)	\$97,715	\$30,415	20.500%	\$ 14,094	\$ 12,172	\$ -	\$ -	\$ 26,266
Council Co-Coordinator #2	Coordinates council meetings, council member outreach, leads planning processes, completes quarterly reports, writes grants, and provides some quality improvement navigating. (ECSB 14.75%, CSQI 13.5%, CCR&R 0%, FCCH 0%)	\$78,458	\$28,496	28.250%	\$ 15,776	\$ 14,439	\$ -	\$ -	\$ 30,215
Coach/QI Navigator	Outreaches to childcare providers, provides direct coaching and training for childcare providers and some quality improvement navigating. (ECSB 0%, CSQI 10%, CCR&R 0%, FCCH 0%)	\$64,418	\$12,002	10.000%	\$ -	\$ 7,642	\$ -	\$ -	\$ 7,642
CCR&R & FCCH Navigator	Regularly outreaches to licensed providers to acquire information on child care slot availability. Provides support to family child care homes as well as individuals planning to begin a licensed family child care home. (ECSB 0%, CSQI 0%, CCR&R 17.312%, FCCH 26.562%)	\$45,178	\$12,584	43.874%	\$ -	\$ -	\$ 10,000	\$ 12,000	\$ 22,000
<b>Total Personnel Services (including fringe benefits)</b>					<b>\$ 29,870</b>	<b>\$ 34,253</b>	<b>\$ 10,000</b>	<b>\$ 12,000</b>	<b>\$ 86,123</b>

Contractors/Consultants (payments to third parties or entities)						SFY 2023
Name	Description of Item	ECSB	CSQI	CCR&R	FCCHN	Total Amount Requested from CDEC
BridgeCare	Platform for Availability and Outreach Work	\$ -	\$ -	\$ 600	\$ -	\$ 600
<b>Total Contractors/Consultants</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 600</b>	<b>\$ -</b>	<b>\$ 600</b>
Travel						SFY 2023
Item	Description of Item	ECSB	CSQI	CCR&R	FCCHN	Total Amount Requested from CDEC
Travel in the region and to Denver to ECCLA	Trips to Denver for ECCLA and/or RMECC. 1 trip to Lake City and 1 trip to Crested Butte. Travel within Gunnison and Hinsdale Counties for supply delivery and coaching	\$ 1,500	\$ 429	\$ -	\$ 500	\$ 2,429
<b>Total Travel</b>		<b>\$ 1,500</b>	<b>\$ 429</b>	<b>\$ -</b>	<b>\$ 500</b>	<b>\$ 2,429</b>
Supplies & Operating Expenses						SFY 2023
Item	Description of Item	ECSB	CSQI	CCR&R	FCCHN	Total Amount Requested from CDEC
Computer Cost/IT Charge	33% of 1 laptop @\$3,000/year = \$1,000. 17% of 1 laptop at \$3,000/year = \$500 per year and virtual platform @\$100 (SB and CSQI)@computer equipment and conference equipment (CCR&R and FCCH) ☐	\$ 1,000	\$ 600	\$ 655	\$ 1,500	\$ 3,755
Advertising/Education	Print media and social media, outreach materials, thank yous	\$ 583	\$ -	\$ 318	\$ 200	\$ 1,101
Office Supplies	Papers, Pen, Markers, Printer Ink	\$ 295	\$ 66	\$ -	\$ 250	\$ 611
Meeting/Event Costs	Materials, food for meetings or celebrations	\$ 500	\$ -	\$ -	\$ 312	\$ 812
Headphones	Interpretation Headphones	\$ -	\$ -	\$ -	\$ 1,250	\$ 1,250
Partial Stipends	Awards for providers to meet licensing requirements or become licensed, professional development registration, materials, or other expenses related to quality improvement.	\$ 1,254	\$ 376	\$ 3,000	\$ 1,329	\$ 5,959
Annual Conference	Space rental, speakers, materials, food, awards	\$ -	\$ -	\$ 1,000	\$ 3,000	\$ 4,000
Registration Fees	Rocky Mountain Early Childhood Conference - Other Trainings	\$ 350	\$ 350	\$ 700	\$ -	\$ 1,400
<b>Total Supplies &amp; Operating Expenses</b>		<b>\$ 3,982</b>	<b>\$ 1,392</b>	<b>\$ 5,673</b>	<b>\$ 7,841</b>	<b>\$ 18,888</b>
Items that cannot be included in Modified Total Direct Costs (MTDC)						SFY 2023
<b>Items listed in this section should not be included in other sections</b>						
Item	Description of Item	ECSB	CSQI	CCR&R	FCCHN	Total Amount Requested from CDEC
	No costs shall be reimbursed for this category.	\$ -	\$ -	\$ -	\$ -	\$ 0
<b>Total Items that cannot be included in MTDC</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 0</b>
<b>TOTAL DIRECT COSTS</b>		<b>\$ 35,352</b>	<b>\$ 36,074</b>	<b>\$ 16,273</b>	<b>\$ 20,341</b>	<b>\$ 108,040</b>
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>		<b>\$ 35,352</b>	<b>\$ 36,074</b>	<b>\$ 16,273</b>	<b>\$ 20,341</b>	<b>\$ 108,040</b>
Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000.						

Indirect Costs						SFY 2023
Item	Description of Item	ECSB	CSQI	CCR&R	FCCHN	Total Amount Requested from CDEC
	No costs shall be reimbursed for this category.	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Indirect</b>		<b>\$ -</b>				
<b>TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)</b>		<b>\$ 35,352</b>				
<b>TOTAL COLORADO SHINES QIUALITY IMPROVEMENT (CSQI)</b>			<b>\$ 36,074</b>			
<b>TOTAL CHILD CARE RESOURCE &amp; REFERRAL (CCR&amp;R)</b>				<b>\$ 16,273</b>		
<b>TOTAL FCCHN</b>					<b>\$ 20,341</b>	
<b>TOTAL AMOUNT REQUESTED FROM CDEC</b>						<b>\$ 108,040</b>
PERCENTAGE OF BUDGET BY PROJECT						SFY 2023
		ECSB	CSQI	CCR&R	FCCHN	Total Percentage
<b>PERCENTAGE OF BUDGET BY PROJECT</b>		33%	33%	15%	19%	100%

\*Figures are rounded using basic accounting standards. (0.00-0.49 = 0; 0.50-0.99 = 1.0)



## **ADDITIONAL PROVISIONS**

### **1. SERVICE PROVISIONS**

The Contractor shall provide the services according to the plans submitted in the “Statement of Work”, attached and incorporated herein by this reference as **EXHIBIT A**. In all cases, the descriptions, plans, timetables, tasks, duties, and responsibilities of the Contractor as described in the Statement of Work, shall be adhered to in the performance of the requirements of this contract. In the event of a conflict, the terms and conditions of this contract shall control over the Statement of Work. Any significant changes to the Statement of Work (SOW) require an amendment to the contract.

### **2. GOALS AND OBJECTIVES**

The Contractor shall be responsible for the achievement of any goals and objectives as specified within the Statement of Work (**EXHIBIT A**) of this contract unless written notice of any modifications are furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

### **3. COPY OF SUBCONTRACT**

The Contractor shall provide to the State a copy of any executed subcontract between the Contractor and any provider of services to fulfill any requirements of this contract. Subcontracts shall be emailed to the Contract Representative upon execution.

### **4. PAYMENT**

In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall pay to the Contractor an amount not to exceed the amount specified in the Budget (**EXHIBIT B**), of this contract.

- A.** The Contractor shall submit requests for payment to [CDEC\\_Invoicing@state.co.us](mailto:CDEC_Invoicing@state.co.us) no less than monthly on forms prescribed and provided by the State.
- B.** Payment shall be made on a cost reimbursement basis for services rendered.
- C.** It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. **ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.**
- D.** **IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC.** If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- E.** **Timely Invoicing** - Invoices shall be submitted no later than 30 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to



[CDEC\\_Invoicing@state.co.us](mailto:CDEC_Invoicing@state.co.us). Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

- F. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- G. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- H. The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor. This provision does not allow for a reduction in the rate of pay.

## **5. PARTICIPATION**

The Contractor representative(s) is required to participate in any Department of Early Childhood sponsored meetings related to this contract.

## **6. SUPPLANTING**

Payments made to the Contractor under this contract shall supplement and not supplant other state, local or federal expenditures for services associated with this contract.

## **7. BUDGET CHANGES**

Contractor may request in writing adjustments to the direct costs in the current year budget (**EXHIBIT B**) not to exceed 10% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 10%, adding new expense lines, and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.

Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee shall be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDEC. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel requires prior written approval from CDEC staff. This process shall never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDEC program staff.



## **8. TRAVEL**

- A. Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources>.
- B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>.
- C. Hotel rates cannot exceed any rate established for conference attendance.
- D. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

## **9. SUBRECIPIENT**

Contractors determined to be a Sub-recipient of federal funds shall complete the sub-recipient performance report and assessment survey at: <https://forms.gle/QTXGEabvipymdsfd8> upon contract execution. Failure to complete the performance report and assessment survey shall delay payment to the Contractor.

## **10. CRITICAL INCIDENT REPORTING**

Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Department of Early Childhood (CDEC), the agency must report in writing the details of the critical incident to the CDEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

## **11. MANDATED REPORTING**

- A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).
- B. All program staff are required to take the online mandatory reporter training on the Colorado Department of Human Services (CDHS) Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.

## **12. GENERAL ACCOUNTING ENCUMBRANCE (GAE)**

There are three types of GAE that shall be utilized for this Contract: Quality Improvement (QI), Expanding Quality in Infant and Toddler Care (EQIT); and Micro Grant (MG). All Early Childhood Councils shall have access to all GAE types. All expenditures against the GAEs require pre-approval from the Program.

### **A. QUALITY IMPROVEMENT GENERAL ACCOUNTING ENCUMBRANCE (QI-GAE)**



1. Payment for Quality Improvement (QI) to all contractors will be made as incurred, in whole or in part, from the total available funds to be utilized for Quality Improvement that includes: coaching activities and coach training, professional development of staff, purchases of program specific materials, temporary teaching funds, and capital expenditures. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to QI funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of QI funds.
  - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
3. Invoices shall be submitted separately for pre-approved QI expenditures.
  - a) The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).

**B. EXPANDING QUALITY IN INFANT TODDLER CARE GENERAL ACCOUNTING ENCUMBRANCE (EQIT-GAE)**

1. Payment for Expanding Quality in Infant Toddler Care (EQIT) to all contractors will be made as incurred, in whole or in part, from the total available funds shall be utilized to support the following quality improvement efforts: deployment of the EQ Infant Toddler Specialist Network to provide evidence-based, infant toddler specific professional development, e.g. the Expanding Quality for Infant and Toddler (EQIT) 48-hour course, EQ Relate coaching for individuals completing the EQIT course, and support for the related costs of professional development for current and new infant toddler specialists. To be utilized for EQIT as outlined in **Exhibit A – Statement of Work**. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to EQIT funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of EQIT funds.
  - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
  - b) Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
  - c) Invoices shall be submitted separately for pre-approved EQIT expenditures.



- d) The Contractor shall submit requests for payment to [CDEC\\_Invoicing@state.co.us](mailto:CDEC_Invoicing@state.co.us).
2. **UP TO RATES (direct and indirect).**  
The indirect rate should not be bundled within the direct rate of an EQIT activity (course, coaching, data and reporting, etc.). In cases where a Council or fiscal agent charges an indirect rate, these charges should be reflected within the invoice and calculated based on actual expenses. The corrected rates include:
  - a) \$4,200 per EQIT Course;
  - b) \$300 per EQIT Course to support data and reporting; and
  - c) \$27 per hour for EQ RELATE Coaching.

Because this is a cost reimbursement contract, charges for these activities should be based on actual costs, but in no case should charges exceed the amounts noted for each activity.

### 3. **PROGRAM INCOME**

In cases where an Early Childhood Council is charging fees to EQIT participants, this funding is considered program income. The program income must be documented and the agency must demonstrate how it is spent relative to the program.

## **C. MICRO GRANT GENERAL ACCOUNTING ENCUMBRANCE (MG-GAE)**

1. Payment for Micro grants to all contractors shall be made as incurred, in whole or in part, from the total available funds shall be used to support startup costs for licensed child care programs. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to Micro grant funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of Micro grant funds.
  - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
3. Invoices shall be submitted separately for pre-approved Micro Grant expenditures.
  - a) The Contractor shall submit requests for payment to [CDEC\\_Invoicing@state.co.us](mailto:CDEC_Invoicing@state.co.us).

## **13. GIFT CARDS**

The Distribution of Gift Cards, where applicable, shall adhere to the following:

- A. The contractor agency must have a written Gift Card Distribution Policy in place and this plan must be approved by the Department of Early Childhood before gift cards may be purchased. The policy



## **Exhibit F – Amendment #5**

must include maintaining an audit log of gift card purchases and disbursements and a process for routine reconciliations.

- B. The contractor agency’s gift card policy must ensure that gift cards cannot be redeemed for cash and must restrict the recipient from using gift cards for alcohol, firearms, tobacco, lottery tickets, or entertainment.
- C. Gift Cards must be distributed to recipients within five (5) business days of purchase.
- D. Gift Cards should be given at the conclusion of an event or upon completion of an activity or milestone.
- E. Contractor agency staff shall have recipients sign a form that includes the following: Date, Name of Gift Card Recipient, Purpose of Gift Card, Signature of Gift Card recipient acknowledging receipt of Gift Card and Gift Card Amount.
- F. The contractor cannot request reimbursement for the cost of gift cards until distribution of the gift cards has been made to recipients. Additionally, the contractor must maintain adequate documentation to show a record of all gift card distributions.
- G. The contractor shall be held responsible for inappropriate use of gift cards.

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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**Agenda Item:** Approval for Colorado Department of Early Childhood

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**Action Requested:** Other Grant Application Approval

**Parties to the Agreement:** CDEC

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

HHS is applying for new contract with Colorado Department of Early Childhood for FY24. Funding amount \$106,077 and \$12,400. Contract and Decision will come later.

**Fiscal Impact:**

**Submitted by:** Margaret Wacker

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

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**Finance Review:**

Required

Not Required

**Comments:**

No indirect included because of State's contention that it is not appropriate in this case. This was challenged in the past per JW

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 2/23/2023

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**County Attorney Review:**

Required

Not Required

**Comments:**

Legally sufficient. SO 2/23/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/23/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

**Comments:**

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/24/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/7/2023

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## Colorado Department of Early Childhood (CDEC) Budget Template Instructions

### **General Instructions:**

The Budget Template - Should be used to explain how an agency plans to use CDEC funds consistent with the proposed Work Plan. The Budget Template includes one worksheet for Instructions, and one worksheet for the Budget Template. Budget item requests and their associated deliverables need to be in alignment. The budget must provide a consistent, logical picture of what is to be accomplished, by whom, and how the costs are justified with the project. In the event that this alignment does not occur, applicants may be contacted with requests for clarifications and/or modifications. Additional information regarding Direct and Indirect Costs and unallowable costs can be found in 2 CFR Part 200 and the Electronic Code of Federal Regulations (e-CFR).

The budget categories in the template are provided and are not subject to change unless prior approval is obtained from the CDEC contracts unit. Contractors are not required to address each budget category. If the category is not applicable to the contract budget enter the following sentence "There are no costs to be reimbursed in this category"

The information contained in each expenditure category helps CDEC understand the budget. Please provide narrative for each category in the "Description of Work" or the "Description of Item" section.

All costs requested by the Contractor in the narrative areas of the proposal must be reflected in the budget. "Costs to be determined" shall be considered non-responsive and consequently the Contractor budget will be deemed incomplete and will delay the contract finalized date.

The form is an Excel worksheet that includes instructions in various cells that can be viewed by hovering the computer mouse over the cells. The instructions below give additional guidance.

### **Contact Information**

Complete the top portion of the form by providing Agency Name, Budget Period, Project Name, and Contact Information for both Program and Fiscal contacts.

**Agency Name:** Enter agency's name

**Budget Period:** Enter budget/ project period dates

**Project Name:** Enter the project name

**Program Contact Name, Title, Phone and Email**

Enter agency's program contact information here

**Fiscal Contact Name, Title, Phone and Email**

Enter agency's program contact information here

**Personnel Services (Salaried Employees and Hourly Employees)**

It is CDEC's expectation that agency employees included in this section will complete all of the work related to the project/contract.

**Column A: Position Title**

Example 1: Project Coordinator (salaried)

Example 2: Project Administrator (hourly)

**Column B: Description of Work**

Use the "Description of Work" column of the budget template to address the role and expected contribution of budgeted personnel. The time commitment of each individual should be justified as a reasonable estimate for the work to be performed. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, pension, etc.) must be included. For hourly employees, please include hourly rate, hourly fringe and the number of hours budgeted.

**Columns D-F (salaried employees): Gross or Annual Salary / Fringe / Percent of Time on Project**

Enter the Gross or Annual salary, Fringe, and the Percent of Time Spent on Project for each employee that will work on the project.

For example: A full-time salaried employee is paid \$60,000 a year; their fringe benefits rate is 22%; they plan to spend approximately 100% of their time on the project. Their total contribution to the Work Plan is calculated as follows:

\$	60,000	*Gross Annual Salary
	22%	Fringe %
\$	13,200	*Fringe (\$60,000 x 22%)
\$	73,200	Annual Salary + Fringe (\$60,000 + \$13,200)
	100%	*Percent of Time on Project ( <b>ENTER THE PERCENT OF TIME ON PROJECT IN COLUMNS K-L</b> )
\$	73,200	Amount Requesting from CDEC (automatically calculates)

\*Enter into the Budget Template

**Column G: Total Amount Requested from CDEC**

This column should reflect the amount the agency is requesting from CDEC for each employee working on the project.

**Total Personnel Services (including fringe benefits)**

This row should show the totals for each column and reflect the total amount of Personnel Services costs the agency is requesting from CDEC.

**Contractors/Consultants (payments to third parties or entities)**

This category should describe costs for subcontractors (persons not employed by the agency) needed to complete work on the Work Plan. This includes consulting and personal services subcontracts. The Description of Item should specify the need for the subcontractor, the selection process, the work to be performed, how costs were calculated and the expected deliverables. CDEC may request copies of contractual and grant agreements or MOU/MOA's during the contract period. Subcontractors may not be pre-paid for services. All Subcontractor contracts must follow a cost reimbursement structure.

**Column A: Item**

List the name of subcontractor

Example 1: ABC Training, Inc.

**Column B: Description of Item**

Example 1: Project Towards No Drug Abuse Trainer

A contractor will be hired to conduct Project Towards No Drug Abuse training for 2 days with up to 15 participants from 3 area high schools. The contractor will be responsible for development and facilitation of training. A Request for Proposal will be developed to elicit contractors. Applications will be scored and selected based on reasonableness of cost and ability to meet stated criteria. The program staff members do not have the necessary skills to carry out the proposed work required as training skills are very specialized. Hiring a contractor is more feasible and cost effective than hiring a full-time employee for the first project year.

**Column G: Total Amount Requested from CDEC**

This column should reflect the amount the agency is requesting from CDEC for each subcontractor.

**Total Contractors/Consultants**

This row should reflect the total amount of Contractors/Consultants costs the agency is requesting from CDEC.

## Travel

This expenditure category should include all in-state and out-of-state travel expenses. Conferences, training and out-of-state travel must be budgeted and pre-approved by the CDEC program manager and directly enhance or contribute to the Contractors ability to perform the contracted scope of work. Please separate travel costs into categories such as lodging, meals, mileage, and airfare, and indicate how they support the Work Plan. Use the Description of Item column to describe the necessity and reasonableness of all estimated travel costs. Indicate which project personnel will be traveling and describe their anticipated contributions to the Work Plan. Detail how cost estimates for airfare, mileage, ground transportation, and lodging were determined. Include any mandatory meetings. CDEC may require submission of an agency's travel policy during the contract period. All travel must be in compliance with the agency's travel plan or the state travel fiscal rules and rates, which are updated frequently and may be found: <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.

### **Column A: Item**

List the item in this column: i.e., mileage, lodging, meals, airfare

### **Column B: Description of Item**

This section should describe the necessity and reasonableness of all estimated travel costs. Indicate the project personnel who will be traveling and describe their anticipated contributions to the work plan. Detail how cost estimates were determined.

### **Column G: Total Amount Requested from CDEC**

This column should reflect the amount the agency is requesting from CDEC for each travel line.

### **Total Travel Expenses**

This row should total Travel Expenses the agency is requesting from CDEC.

**Supplies & Operating Expenses**

Supplies and operating expenses may include, but are not limited to, postage, office supplies, paid media, educational materials, and copying.

**Column A: Item**

This column should list the item to be used in support of the Work Plan. Noted below are two examples from the example in Attachment A - Work Plan

Example 1: Training Materials - TND materials for 225 youth for 3 schools

Example 2: Telephone lines/long distance and Internet services

**Column B: Description of Item**

This is a description of the item(s) listed in Item Column. Use the Item Description Column to describe the rationale for the costs budgeted (how it will be used to advance the Work Plan) and how cost estimates are calculated.

Example 1: Includes work book and other necessary supplies. Work book = \$15/student ( $\$15 \times 225 = \$3,375$ ) and teacher supplies (paper, markers, flip chart, etc...) \$20/9 sessions ( $\$20 \times 9 = \$180$ )

**Column G: Total Amount Requested from CDEC**

This column should reflect the amount the agency is requesting from CDEC for each supply item.

**Total Supplies & Operating Expenses**

This row should total the Supplies & Operating Expenses the agency is requesting from CDEC.

**Modified Total Direct Costs (MTDC)**

This row should total the amount of all Modified Total Direct Costs the agency is requesting from CDEC.

**Indirect Costs**

Indirect costs will be paid according to the Electronic Code of Federal Regulations provision. Any non-federal entity (including a non-profit organization) shall use either the de minimis rate of 10% of modified total direct costs (MTDC) or an approved and negotiated indirect cost rate (federal or state approved rate.) Agency must supply a copy of the federal or state negotiated indirect rate.

**Column A: Item**

Please reflect one of the Indirect Cost options for this section. Indirect Costs may be requested (1) using the agency's Federally Negotiated Indirect Cost Rate or (2) agency's State Negotiated Indirect Cost Rate or (3) 10%, de minimis rate unless your agency has previously negotiated a rate with the State of Colorado.

**Column B: Description of Item (description is not necessary for the negotiated rate agreement)**

Example: Using indirect cost rate that applies 10% of Modified Total Direct Costs.

**TOTAL**

This row should be the TOTAL of all expenses, including Indirect Costs that the agency is requesting from CDEC for the project.



**Colorado Department of Early Childhood  
BUDGET WITH JUSTIFICATION FORM**

<b>Contractor Name</b>	Gunnison County dba Gunnison Hinsdale Early Childhood Council
<b>Budget Period</b>	July 1, 2023 - June 30, 2024
<b>Project Name</b>	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI) Child Care Resource & Referral (CCR&R) FCCH Navigator

<b>Program Contact Name and Title</b>	Margaret Wacker
<b>Phone</b>	970.641.7913
<b>Email</b>	<a href="mailto:mwacker@gunnisoncounty.org">mwacker@gunnisoncounty.org</a>
<b>Fiscal Contact Name and Title</b>	Jody Wise
<b>Phone</b>	970.641.7679
<b>Email</b>	<a href="mailto:jwise@gunnisoncounty.org">jwise@gunnisoncounty.org</a>

**PLEASE READ INSTRUCTIONS INCLUDED IN TAB A OF THIS SPREADSHEET PRIOR TO COMPLETING TAB B TEMPLATE**

<b>Expenditure Categories</b>										
<b>Personnel Services - Salaried Employees</b>										<b>SFY 2024</b>
<b>Position Title</b>	<b>Description of Work and Fringe Benefits Include: <i>Please enter description</i></b>	<b>Gross or Annual Salary</b>	<b>Fringe</b>	<b>Number of Months on Project</b>	<b>Total Percent of Time on Project</b>	<b>Cost Based on Percent of Time for (ECSB)</b>	<b>Cost Based on Percent of Time for (CSQI)</b>	<b>Child Care Resource &amp; Referral (CCR&amp;R)</b>	<b>FCCH Navigator</b>	<b>Total Amount Requested from CDEC</b>
Council Co-Coordinator/Margaret Wacker	Plans and facilitates council meetings, manages the budget and contracts, oversees Quality Improvement funding, leads planning processes, and assists in writing grants. (ECSB 11%, CSQI 9%, CCR&R 0%, FCCH 0%)	\$97,715	\$31,304	\$12	20%	\$ 14,192	\$ 11,612	\$ -	\$ -	\$ 25,804
Council Co-Coordinator/Lana Athey	Coordinates council meetings, council member outreach, leads planning processes, completes quarterly reports, writes grants, and provides some quality improvement navigating. (ECSB 15%, CSQI 12%, CCR&R 0%, FCCH 0%)	\$80,419	\$29,120	\$12	27%	\$ 16,157	\$ 13,145	\$ -	\$ -	\$ 29,302
Coach/QI Navigator/Corrine Jaeger	Outreaches to childcare providers, provides direct coaching and training for childcare providers and some quality improvement navigating. (ECSB 0%, CSQI 9.5%, CCR&R 0%, FCCH 0%)	\$69,992	\$12,002	\$12	10%	\$ -	\$ 7,789	\$ -	\$ -	\$ 7,789
CCR&R & FCCH Navigator - Kym McNamara	Regularly outreaches to licensed providers to acquire information on child care slot availability. Provides support to family child care homes as well as individuals planning to begin a licensed family child care home. (ECSB 4%, CSQI 3%, CCR&R 23%, FCCH 27%)	\$50,398	\$12,002	\$12	50%	\$ -	\$ -	\$ 14,352	\$ 16,848	\$ 31,200
<b>Total Personnel Services (including fringe benefits)</b>						<b>\$ 30,349</b>	<b>\$ 32,546</b>	<b>\$ 14,352</b>	<b>\$ 16,848</b>	<b>\$ 94,095</b>
<b>Contractors/Consultants (payments to third parties or entities)</b>										<b>SFY 2024</b>
<b>Name</b>	<b>Description of Item</b>	<b>ECSB</b>	<b>CSQI</b>	<b>CCR&amp;R</b>	<b>FCCH Navigator</b>	<b>Total Amount Requested from CDEC</b>				
		\$ -	\$ -	\$ -	\$ -	\$ -				
<b>Total Contractors/Consultants</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Travel</b>										<b>SFY 2024</b>
<b>Item</b>	<b>Description of Item</b>	<b>ECSB</b>	<b>CSQI</b>	<b>CCR&amp;R</b>	<b>FCCH Navigator</b>	<b>Total Amount Requested from CDEC</b>				
Travel in the region and to Denver to ECCLA	Trips to Denver for ECCLA and/or RMECC. 1 trip to Lake City and 1 trip to Crested Butte. Travel within Gunnison and Hinsdale Counties for supply delivery and coaching	\$ 1,500	\$ 429	\$ -	\$ 500	\$ 2,429				
<b>Total Travel</b>						<b>\$ 1,500</b>	<b>\$ 429</b>	<b>\$ -</b>	<b>\$ 500</b>	<b>\$ 2,429</b>
<b>Supplies &amp; Operating Expenses</b>										<b>SFY 2024</b>
<b>Item</b>	<b>Description of Item</b>	<b>ECSB</b>	<b>CSQI</b>	<b>CCR&amp;R</b>	<b>FCCH Navigator</b>	<b>Total Amount Requested from CDEC</b>				
Computer Cost/IT Charge	33% of 1 laptop @\$3,000/year = \$1,000. 17% of 1 laptop at \$3,000/year = \$500 per year and virtual platform	\$ 1,000	\$ 600	\$ 655	\$ 1,500	\$ 3,755				
Advertising/Education	Print media and social media, outreach materials, thank yous	\$ 403	\$ -	\$ -	\$ -	\$ 403				
Office Supplies	Papers, Pen, Markers, Printer Ink	\$ 200	\$ -	\$ -	\$ 125	\$ 325				
Meeting/Events Costs	Materials, Food for meetings or celebrations	\$ 500	\$ -	\$ -	\$ 216	\$ 716				
Equipment		\$ -	\$ -	\$ -	\$ -	\$ -				
Partial Stipends	Awards for providers to meet licensing requirements or become licensed, professional development, materials,	\$ 1,000	\$ 531	\$ -	\$ 500	\$ 2,031				
Annual Conference	Space rental, speakers, materials, food, awards	\$ -	\$ -	\$ 247	\$ 652	\$ 899				
Registration Fees	RMECC or Other Trainings	\$ 400	\$ -	\$ 400	\$ -	\$ 800				
<b>Total Supplies &amp; Operating Expenses</b>						<b>\$ 3,503</b>	<b>\$ 1,131</b>	<b>\$ 1,302</b>	<b>\$ 2,993</b>	<b>\$ 8,929</b>
<b>Items that cannot be included in Modified Total Direct Costs (MTDC)</b>										<b>SFY 2024</b>
<b>Items listed in this section should not be included in other sections</b>										<b>Total Amount Requested from CDEC</b>
<b>Item</b>	<b>Description of Item</b>	<b>ECSB</b>	<b>CSQI</b>	<b>CCR&amp;R</b>	<b>FCCH Navigator</b>	<b>Total Amount Requested from CDEC</b>				
<i>Charges for Patient Care</i>		\$ -	\$ -	\$ -	\$ -	\$ -				
<i>Rental Costs</i>	<i>General rental costs for the program's operation location (does not include meeting room fees)</i>	\$ -	\$ -	\$ -	\$ -	\$ -				
<i>Tuition remission</i>		\$ -	\$ -	\$ -	\$ -	\$ -				
<i>Scholarships and Fellowships</i>	<i>This includes scholarships, fellowships, stipends only if we are paying for education for non-employees</i>	\$ -	\$ -	\$ 624	\$ -	\$ 624				





**STATEMENT OF WORK (SOW)**

EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)  
COLORADO SHINES QUALITY IMPROVEMENT (CSQI)  
EXPANDING QUALITY IN INFANT TODDLER CARE INITIATIVE (EQIT)  
CHILD CARE RESOURCE AND REFERRAL (CCR&R)  
FAMILY CHILD CARE HOME NAVIGATION (FCCH)

**GUNNISON COUNTY**  
**220 NORTH SPRUCE STREET**  
**GUNNISON, CO 81230**  
**AS FISCAL AGENT FOR:**  
**GUNNISON HINSDALE EARLY CHILDHOOD COUNCIL**

**JULY 1, 2023 – JUNE 30, 2024**

**The Statement of Work (SOW) is a document which describes the scope of work required to complete a specific project. It is a formal document and must be agreed upon by all parties involved and ultimately becomes a part of the executed agreement (Contract, PO, etc.). In order to be effective, the SOW must contain an appropriate level of detail so all parties clearly understand what work is required, the duration of the work involved, what the deliverables are, and what is acceptable.**

## **INTRODUCTION/BACKGROUND**

Colorado House Bill 17-1062 authorized the creation of Colorado's Early Childhood Councils (ECC). The intent of the ECCs as stated in the legislation is to “improve and sustain the availability, accessibility, capacity and quality of early childhood services for children and families throughout the state.” According to the legislation, these Councils were established “for the purpose of developing and ultimately implementing a comprehensive system of early childhood services to ensure the school readiness of children five years of age or younger in the community”. ECCs are partners in implementing quality initiatives in child care, funded by federal and state funding streams.

Together, the Early Childhood Councils throughout the state serve to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. These services shall support children eight (8) years of age or younger and their parents in a manner that is responsive to local needs and conditions.

## **SCOPE OF WORK**

The Gunnison Hinsdale Early Childhood Council (GHECC) shall sustain a council of early childhood stakeholders through holding membership meetings and building and maintaining relationships. The GHECC is guided by a jointly developed strategic plan, which shall be kept updated. The GHECC shall annually submit an organizational strategic plan, as well as a written, comprehensive evaluation and report of its progress based on the strategic plan accountability metrics. The GHECC shall submit a current record of the council governance structure, including membership list, organization chart, name and contact of Council Director, council bylaws, and an annual budget.

## **PERIOD OF PERFORMANCE**

July 1, 2023 – June 30, 2024



**ECSB Work Plan**

**OUTCOMES, BENCHMARKS, AND MILESTONES**

**Outcome statement #1:**  
**The GHECC shall maintain an early childhood council that meets state statute and the rules governing councils, including membership of 7 mandatory stakeholders, submission of current strategic and evaluation plan, and tracking of measurements.**  
**The GHECC shall continue to be a functioning early childhood council that meets state statute and new rules. An evaluation plan and report are submitted to the OEC on an annual basis.**

**Key Activity A: Maintain Membership and Hold Council Meetings**

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Plan and hold at least 6 GHECC meetings per year.	July 1, 2023 - June 30, 2024	6 GHECC meetings held per year	Meeting notes with attendance on sign-in.	Council Co-Coordinator	Personnel
Maintain membership of at least 10 members with 7 mandatory Stakeholder members.	July 1, 2023 - June 30, 2024	10 Early Childhood Members with 7 Mandatory members represented.	Membership List with Contact information and alignment with 7 Mandatory members.	Council Co-Coordinator	Personnel
Develop and approve new Memorandum of Understanding with members.	July 1, 2023 - June 30, 2024	New MOUs are signed by all members, including 7 mandatory stakeholders and updated yearly.	MOUs are signed and submitted	Council Co-Coordinator	Personnel
Actively inform and include small or under-represented early childhood service providers in Early Childhood Council activities and functions	July 1, 2023 - June 30, 2024	Small or under-represented early childhood service providers shall be invited and encouraged to attend Council meetings	Small or under-represented early childhood service providers shall attend Council meetings.	Council Co-Coordinator	Personnel

**Key Activity B: Strategic Plan, Evaluation Plan and Report**

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Review, update, and approve Strategic Plan annually that responds to local needs and conditions to increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents.	July 1, 2023 - June 30, 2024	Submitted updated Strategic Plan annually	Plan is submitted to the CDEC	Council Co-Coordinator	Personnel



Develop, approve, and conduct an Evaluation Plan, which is a local system of accountability to measure local progress based on the needs and goals set for program performance	July 1, 2023 - June 30, 2024	Submitted Evaluation Plan annually	Plan is submitted to the CDEC	Council Co-Coordinator	Personnel
Track and report annually accountability measurements defined in the strategic plan	July 1, 2023 - June 30, 2024	Data tracking requested measures annually	Data is submitted to the OEC	Council Co-Coordinator	Personnel
Create an Evaluation Report, based on the strategic plan	July 1, 2023 - June 30, 2024	Submitted Evaluation Report annually	Evaluation Report is submitted to the OEC	Council Co-Coordinator	Personnel
<b>Key Activity C: Bylaws, Operating Agreement and Organizational Chart</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Review, update if needed, and approve council Bylaws, Operating Agreement, and Organization Chart annually	July 1, 2023 - June 30, 2024	Submitted Bylaws, Operating Agreement, and Organizational Chart	Bylaws, Operating Agreement, and Organization Chart is submitted to OEC	Council Co-Coordinator	Personnel
<b>OUTCOMES, BENCHMARKS, AND MILESTONES</b>					
<b>Outcome statement #2:</b>	<p><b>Early Childhood Services Providers shall have a local, in person, professional development opportunity and improve their Early Childhood Professional Credential Level.</b></p> <p><b>At least 65 early childhood service providers attend the nurturing the young child conference by May 1, 2024 and annually thereafter.</b></p>				
<b>Key Activity D: Nurturing the Young Child Conference</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Hold an annual Nurturing the Young Child Conference (NTYC) in collaboration with Western State Colorado University.	May 1, 2024	The NTYC Conference shall provide at least 6 training hours	List of Attendees, number of training certificates given	Council Co-Coordinator	Personnel and Annual Conference

**EARLY CHILDHOOD SYSTEMS BUILDING SCHEDULE/MILESTONES**

<b>Measurement</b>	<b>Schedule</b>	<b>Deliverables</b>
An updated and approved strategic plan shall be submitted to the OEC.	June 30, 2024.	The GHECC shall update and approve the strategic plan and evaluation plan annually.
An evaluation report shall be submitted to the OEC.	June 30, 2024.	The GHECC shall create an evaluation report.
At least 10 council members shall have signed MOUs, including the 7 mandatory members, which shall be submitted to the OEC.	By January 31, 2024	The Gunnison Hinsdale Early Childhood Council shall approve a new Memorandum of Understanding with all council members, including the seven Mandatory Stakeholders by December 31 <sup>st</sup> , 2020.
At least 65 early childhood service providers shall attend the local professional development conference as shown by registration tracking.	By May 1, 2024.	The GHECC shall hold an annual Nurturing the Young Child Conference with at least 65 attendees attending the conference and 3 obtaining 0.5 CEUs.
Participate as needed in the Shared Measures data collection	Jul 1, 2023- June 30, 2024.	GHEC shall participate in Shared Measurement Tool Data sharing as required.

**ACCEPTANCE CRITERIA**

The acceptance of all deliverables shall reside with the Department of Early Childhood (CDEC). The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

# **STATEMENT OF WORK (SOW) - COLORADO SHINES QUALITY IMPROVEMENT (CSQI)**

## **INTRODUCTION/BACKGROUND**

Colorado includes four components that make up the overarching goals to improve the quality of child care services: quality standards, licensed program improvement supports, licensed program quality incentives, and supports for implementation.

## **SCOPE OF WORK**

This scope of work is intended to:

- 1. Community Dispersion of High Quality CCCAP** - Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).
- 2. Colorado Shines Program Engagement** - Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.
- 3. Children Served in High Quality Programs** - Increase the number and percentage of children receiving child care subsidy being served in a high quality program.
- 4. Promotion of Colorado Shines Quality Rating and Improvement System** - Promote the Colorado Shines Quality Rating and Improvement System at least once a month and
- 5. Promotion of the Early Learning and Development Guidelines** - Promote the Early Learning and Development Guidelines at least once a month.

## **PERIOD OF PERFORMANCE**

July 1, 2023 – June 30, 2024

**COLORADO SHINES QUALITY IMPROVEMENT BASE FUNDING WORK PLAN**

CSQI WORK PLAN					
Key Activity A: Community Dispersion of High Quality CCCAP					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Target and outreach to Colorado Shines Quality Level 2 child care providers accepting CCCAP in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high quality programs (Level 3-5); help programs understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs	7/1/2023 – 6/30/2024	Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs	<ul style="list-style-type: none"> <li>✓ Number of quality Level 2 targeted child care providers</li> <li>✓ Number of providers contacted and given information</li> </ul>	Quality Improvement Navigator	Personnel
Provide technical assistance and quality improvement (QI) coaching to targeted child care providers that apply for a Colorado Shines Quality Rating and connect providers to professional development opportunities offered by the Council or other local/state agencies. Technical Assistance and Coaching include the topic of Family Engagement as listed in School Readiness Plan.	7/1/2023 – 6/30/2024	Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5	<ul style="list-style-type: none"> <li>✓ Number of QI Coaching hours provided</li> <li>✓ Total funds spent by providers on QI materials</li> <li>✓ Total funds spent on professional development training</li> <li>✓ Colorado Early Childhood Credential level of provider staff members</li> <li>✓ Number of child care providers (that accept CCCAP) apply for a Level 3-5 Quality Rating</li> <li>✓ Number of child care providers (that accept CCCAP) eligible children increase their quality to a Level 3-5</li> <li>✓ Number of CCCAP eligible children that receive high quality child care services</li> </ul>	Quality Improvement Navigator and QI Coach	Personnel and GAE Funding
Target and outreach to Colorado Shines Quality Level 3-5 child care providers that do not currently accept CCCAP in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high-quality programs (Level 3-5);	7/1/2023 – 6/30/2024	Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children	<ul style="list-style-type: none"> <li>✓ Number of quality Level 3-5 child care providers targeted that are given information to providers about the financial benefits of accepting CCCAP eligible children</li> <li>✓ Number of quality Level 3-5 providers that contact CCCAP staff in their County</li> </ul>	Early Childhood Council Coordinator or designee(s) named by Early	Personnel



provide information to providers about the financial benefits of accepting CCCAP eligible children; connect them with the appropriate County CCCAP staff			<ul style="list-style-type: none"> <li>✓ Number of quality Level 3-5 providers that secure a CCCAP Fiscal Agreement</li> <li>✓ Number of CCCAP eligible children that receive high quality child care services</li> </ul>	Childhood Council Coordinator	
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**CSQI WORK PLAN**

**OUTCOMES, BENCHMARKS, AND MILESTONES**

<b>Outcome statement:</b>	<b>Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.</b>
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**Key Activity B: Colorado Shines Program Engagement**

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Outreach to Colorado Licensed Child Care providers (Level 1) by email, mail, phone calls and/or face to face visits to help programs understand the structure, requirements and benefits associated with Colorado Shines	7/1/2023 – 6/30/2024	Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities	<ul style="list-style-type: none"> <li>✓ Number of level 1 providers contacted by each avenue</li> </ul>	Quality Improvement Navigator	Personnel
Provide technical assistance to Level 1 providers to register on Colorado Shines, Professional Development Information System (PDIS) and provide a detailed overview of the rating levels and the steps programs shall need to take to maintain these ratings	7/1/2023 – 6/30/2024	Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating	<ul style="list-style-type: none"> <li>✓ Number of providers receiving technical assistance</li> <li>✓ Number of technical assistance hours provided</li> <li>✓ Number of providers registered on Colorado Shines</li> <li>✓ Number of providers with a PDIS account</li> </ul>	Quality Improvement Navigator	Personnel
Provide a copy of the QRIS Program Guide to licensed providers	7/1/2023 – 6/30/2024	Encourage local child care providers to take action on increasing the quality of their care with accurate information	<ul style="list-style-type: none"> <li>✓ Number of QRIS Program Guides distributed to providers</li> </ul>	Quality Improvement Navigator	Personnel

**OUTCOMES, BENCHMARKS, AND MILESTONES**

<b>Outcome Statement</b>	<b>Increase the number and percentage of children receiving child care subsidy being served in a high quality program.</b>
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**Key Activity C: CCCAP Children Served in High Quality Programs**

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
			<ul style="list-style-type: none"> <li>✓ Measurement</li> </ul>		



Continue to meet regularly with CCCAP staff and other family service agencies	7/1/2023 – 6/30/2024	Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff	<ul style="list-style-type: none"> <li>✓ Number of meetings with agenda</li> <li>✓ Number of participants and agency representation</li> <li>✓ Number of children receiving CCCAP</li> </ul>	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel
Provide technical assistance to providers on the financial benefits of accepting CCCAP eligible children and in connecting with appropriate County CCCAP staff to develop a fiscal agreement for child care subsidy	7/1/2022 – 6/30/2023	Support providers to get accurate information, training and technology on the CCCAP program	<ul style="list-style-type: none"> <li>✓ Number of providers with County CCCAP fiscal agreement</li> <li>✓ Number of providers that accept CCCAP in Colorado Shines</li> </ul>	Early Childhood Council Coordinator and QI Navigator	Personnel

**OUTCOMES, BENCHMARKS, AND MILESTONES**

<b>Outcome statement:</b>	<b>Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.</b>
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**Key Activity D: Promotion of Colorado Shines Quality Rating & Improvement System & Early Learning Development Guidelines**

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Website	7/1/2023 – 6/30/2024	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is made available on the Gunnison County ECC Website	<ul style="list-style-type: none"> <li>✓ Gunnison County ECC website information with links to resources for Colorado Shines Quality Rating and Improvement and Early Learning Development Guidelines System</li> </ul>	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel And Indirect Cost
Early Childhood Council Meetings and Outreach messages: email, Facebook, newspapers	7/1/2023 – 6/30/2024	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at bi-monthly Council Meetings, or through Facebook, email lists, and newspapers	<ul style="list-style-type: none"> <li>✓ Number of Communities meetings with agendas and participants</li> </ul>	QI Navigator	Personnel



**SCHEDULE/MILESTONES**

Measurement	Schedule	Deliverables
Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).	July 1, 2023 – June 30, 2024	<ul style="list-style-type: none"> <li>Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs</li> <li>Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5</li> <li>Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children</li> </ul>
Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.	July 1, 2023 – June 30, 2024	<ul style="list-style-type: none"> <li>Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities</li> <li>Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating</li> <li>Encourage local child care providers to take action on increasing the quality of their care with accurate information</li> </ul>
Increase the number and percentage of children receiving child care subsidy being served in a high quality program.	July 1, 2023 – June 30, 2024	<ul style="list-style-type: none"> <li>Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff</li> <li>Support providers to get accurate information, training and technology on the CCCAP program</li> </ul>
Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	July 1, 2023 – June 30, 2024	<ul style="list-style-type: none"> <li>Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is made available on the ECC Website</li> <li>Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is promoted monthly through the ECC email listserve</li> <li>Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at monthly Community Meetings or through email, Facebook, newspaper messages</li> </ul>

**ACCEPTANCE CRITERIA**

The acceptance of all deliverables shall reside with the Department of Early Childhood (CDEC). The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

## **INTRODUCTION/BACKGROUND**

The primary goal of the Expanding Quality in Infant Toddler Care Initiative (EQ Initiative) is to increase the quality and availability of responsive group care for infants and toddlers across Colorado. The EQ Initiative focuses on providing infant toddler caregivers evidence-based professional development they need to ensure each child has access to the responsive relationships that define quality early care and learning, encouraging programs to meet the full range of developmental needs for infants and toddlers. This initiative works through the EQ Infant Toddler Specialist Network and in partnership with local communities to increase the quality of caregiver interactions with infants and toddlers in child care settings.

The primary evidence-based professional development activities carried out by local, approved EQ Infant Toddler Specialists are the 48-hour EQIT course of training offered in local communities across the state and Coaching with the EQ RELATE. All individuals teaching the EQIT course must be PDIS Credentialed EQ Infant Toddler Specialists as of the beginning of the performance period. All individuals conducting EQ RELATE Coaching must adhere to the EQ model, utilizing the EQ RELATE Coaching tools, and be a PDIS Credentialed EQ Infant Toddler Specialist Coach. Additional activities include the fidelity implementation of evidence-based professional development for infant and toddler early care educators and the capacity-building of infant toddler specialists and local communities.

## **SCOPE OF WORK**

The EQ Initiative supports Early Childhood Councils to increase the quality of infant and toddler child care through the provision of evidence-based training and coaching for infant and toddler early care educators, deployed by PDIS Credentialed EQ Infant Toddler Specialists and other approved individuals. EQIT training and coaching seek to increase the quality and availability of responsive, relationship-based infant toddler care in local communities across Colorado. The Early Childhood Council will offer the approved 48-hour EQIT course of training and individualized EQ RELATE Coaching, following all EQ Initiatives guidelines. Any changes to the EQIT Course of Training, the EQ Coaching model must be pre-approved. Other high-quality, evidence-based professional development for infant toddler early care educators can be provided with Program Manager approval including enhanced coaching, Touchpoints, and scholarships for ECE 111/112 and/or the Infant Toddler or Family Child Care CDA. All requirements of these programs must be met.

The EQIT course and coaching are designed to be offered at very low cost to infant toddler caregivers across Colorado. However, Early Childhood Councils may charge a nominal fee (up to \$50/pp for training) and may use those funds ONLY for EQIT-related needs. There must be a written plan in place to reduce or eliminate this charge for individuals who cannot afford to pay training fees.

**PERIOD OF PERFORMANCE**

July 1, 2023 - June 30, 2024, with an option to renew for up to five years.



**WORK PLAN**

EQ Initiative Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
<b>Outcome statement:</b>		<p><b>Individuals caring for infants and toddlers are confident and competent in their ability to engage in the responsive relationships with infants, toddlers, and their families that result in infants and toddlers experiencing secure attachments in all care settings.</b>  <b>EQ Infant Toddler Specialists are qualified and competent to enhance the relationships around infants and toddlers.</b></p>			
Key Activity A: Collaboration with key stakeholders and systems partners, specific to infants, toddlers, and their caregivers					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Connect, coordinate and collaborate with local key stakeholders and efforts concerned with and/or impacting the quality of infant toddler care and enhancing the relationships around infants and toddlers.	July 1, 2023 - June 30, 2024	<p>The EC Council and/or EQ team members will contact and collaborate with key stakeholders to include the community college, local infant toddler initiatives, and Colorado Shines Quality Improvement.</p> <p>The EC Council and EQ team members will participate in professional development and/or technical assistance offered by the EQ Initiative.</p>	<p>Quarterly Reporting includes:</p> <ul style="list-style-type: none"> <li>● Description provided of efforts to contact, coordinate, and collaborate with key stakeholders</li> <li>● Detailed description of connections between EQ and other quality improvement work.</li> <li>● Name and contact information of local community college contact with description of efforts to offer course credit to EQIT participants</li> </ul>	Co-Coordinator or EQ Staff.	Personnel
Key Activity B: Fidelity Implementation of Evidence-based, Infant Toddler Specific Training					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category



Fidelity implementation of EQIT, an evidence-based, infant and toddler-specific course of training	July 1, 2023 - June 30, 2024	<p>Contingent on capacity and community need, completion of EQIT 48-hour course of training which fully meets EQ Initiative requirements as outlined in the business rules for EQ Initiative Activities and EQ Implementation Handbook.</p> <p>Each Infant Toddler Specialist who teaches part or all of an EQIT course maintains an EQ Infant Toddler Specialist PDIS Credential.</p>	<ul style="list-style-type: none"> <li>● By July 30, 2023 provide detailed annual course plan with advertising</li> <li>● By July 30, 2023 whenever they change and at least quarterly, provide primary contact and registration contact for EQIT Courses</li> <li>● Materials are requested at least 2 weeks before start date of EQIT course</li> <li>● Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2023, January 31, 2024, April 30, 2024 and June 30, 2024 including participant PDIS ID.</li> <li>● EQ Infant Toddler Specialists who provide EQIT course are PDIS Credentialed EQ Infant Toddler Specialists by July 30, 2023</li> </ul>	EQ Staff	Personnel
Fidelity implementation and course outcome data collected	July 1, 2023 - June 30, 2024	<ul style="list-style-type: none"> <li>● Course participants complete EQ Initiative online data collection survey</li> </ul>	100% of Course participants shall complete	EQ Staff	Personnel
<b>Key Activity C: Fidelity implementation of Evidence-based, Infant Toddler Specific Coaching</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>



<p>Fidelity implementation of EQ RELATE Individualized Coaching, an evidence-based, infant and toddler specific coaching model</p>	<p>July 1, 2023 - June 30, 2024</p>	<p>Contingent on capacity and community need, infant toddler early care educators participating in EQIT courses receive between 8 or more hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities.</p> <p>Each Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential</p>	<ul style="list-style-type: none"> <li>● Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2023, January 31, 2024, April 30, 2024 and June 30, 2024, and each time coaching is reimbursed/invoiced</li> <li>● Infant toddler specialists providing EQ RELATE coaching maintain a PDIS ITS-C Credential by July 30, 2023</li> </ul>	<p>EQ staff</p>	<p>Personnel</p>
<p>Infant Toddler Specialist-provided coaching</p>	<p>July 1, 2023 - June 30, 2024</p>	<p>Contingent on capacity and community need, infant toddler early care educators can receive 8 to 15 hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities and EQ Implementation Handbook.</p> <p>24 of individualized EQ RELATE Coaching to infant toddler early care educators and associated coursework Corrine Jaeger Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential</p>	<ul style="list-style-type: none"> <li>● Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2023, January 31, 2024, April 30, 2024 and June 30, 2024, and each time coaching is reimbursed/invoiced</li> </ul>	<p>Corrine Jaeger – EQIT trainer and Coach</p>	<p>Personnel</p>

**SCHEDULE/MILESTONES**

*This section should define the schedule of deliverables and milestones for this project. Milestones, benchmarks and outcomes should be specific, measurable and based on more than simple processes. For example:*

*A process outcome statement would read like this:*

*“Agency A shall provide services to 150 families by June 30<sup>th</sup>, 2016.”*

*A results oriented specific outcome statement would read like this:*

*“Incidences of reported child abuse in Colorado County shall be reduced from 6% to 2% per 1,000 children by June 30, 2016.”*

***If you are implementing the EQ Infant Toddler Specialist Network, please use this language:***

- The GHECC will submit a detailed Infant Toddler Professional Development Planning Worksheet for FY 24 EQIT course(s) and coaching to include dates and instructors/coaches by July 1, 2023. This plan will include verification of active status of all EQ Infant Toddler Specialists and Coaches. **NO enrollment in FY24 EQIT courses can take place until this information is provided to the EQ Initiative.**
- The GHECC will order materials for FY 24 Fall EQIT course(s) by July 30, 2023 and will order materials for FY 24 Spring EQIT course(s) by November 30, 2023.
- The GHECC will submit information on any EQIT student fees charged, plan to ensure that no student will be denied entry due to inability to pay, and anticipated use of revenues for EQ-related activities by July 1, 2023.
- The GHECC will complete 2 EQIT courses of training by June 30, 2024.
- The GHECC will complete 24 hours of EQ-funded Coaching by June 30, 2024.
- The GHECC will submit required quarterly reports by October 31, 2023, January 31, 2024, April 30, 2024 and **June 30, 2024.**

## **ACCEPTANCE CRITERIA**

The acceptance of all deliverables shall reside with the Department of Early Childhood (CDEC), (specific program). The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

The acceptance of all EQ Initiative deliverables shall reside with the Department of Early Childhood (CDEC), Expanding Quality in Infant Toddler Care Initiative. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished



## **STATEMENT OF WORK (SOW)**

### **Child Care Resource and Referral (CCR&R)**

#### **INTRODUCTION/BACKGROUND**

*The Gunnison Hinsdale Early Childhood Council works to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support and parent education, and health and well-being. These services shall support children eight years of age or younger and their parents in a manner that is responsive to local needs and conditions.*

#### **SCOPE OF WORK**

*The Gunnison Hinsdale Early Childhood Council (GHECC) shall develop a variety of methods for local child care providers to collect and report on open slots and report data collected to the Colorado Shines Salesforce system in order to inform the Colorado Shines Statewide Call Center and search results on the Colorado Shines website. The GHECC shall contact child care providers in our area on a regular basis to offer support throughout this process. The GHECC shall utilize our particular knowledge of the ability of providers to serve special populations and the lack of available slots, to strategically increase the supply and quality of child care services within our service area, in partnership with public agencies and private entities.*

#### **PERIOD OF PERFORMANCE**

*The timeframe for this Scope of work is July 1st, 2023 through June 30th, 2024.*



**CCR&R Work Plan**

**Key Activity A: Develop methods for their local child care providers to report open child care slots.**

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Develop a variety of methods for their local child care providers to report open child care slots (e.g., calling, texting, emailing, completing an online form)	July 1st, 2023 - June 30th, 2024.	-outreach methods are created to allow for easy reporting on open child care slots.	-text, email, or calling methods are developed and child care slot availability is tracked throughout the grant period.	Availability and Outreach Navigator	Personnel

**CCR&R Work Plan**

**Key Activity B: Conduct frequent contacts with each child care provider in their catchment area**

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Conduct frequent contacts with each child care provider in the GHECC catchment area to: inform child care providers of the enhanced support, allow providers to choose between a text or listserv reminder about reporting openings, and collect information on special populations served by the provider where that information is not already in Colorado Shines	July 1st, 2023 - June 30th, 2024.	-Frequent contact are made with each child care provider to inform of enhanced supports and connect to available resource.	-Number of contacts made throughout the grant period	Availability and Outreach Navigator	Personnel

**CCR&R Work Plan**



Key Activity C: upload data to the Colorado Shines Salesforce system					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Upload data to the Colorado Shines Salesforce system to inform the Colorado Shines Statewide Call Center and search results on the Colorado Shines website ( <a href="http://coloradoshines.org/">http://coloradoshines.org/</a> );	July 1st, 2023 - June 30th, 2024.	-Upload availability data in the Colorado Shines Salesforce System	-Availability data is tracked and uploaded on a regular basis.	Availability and Outreach Navigator	Personnel
CCR&R Work Plan					
Key Activity D: Work with other positions and utilizing their particular knowledge to strategically increase the supply and quality of child care services within their service area.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Regular contact with other positions (i.e. family child care home navigators, licensing specialists), to gain perspective on the ability of providers to serve special populations and the lack of available slots, to strategically increase the supply and quality of child care services within their service area, in partnership with public agencies and private entities.	July 1st, 2023 - June 30th, 2024.	-Regular contact is made with other positions and conversations and planning are completed within the council to access the availability of child care slots and future child care needs in catchment area.	-Reports on available child care slots and future child care needs are completed	Availability and Outreach Navigator  Co-Coordinator	Personnel

**SCHEDULE/MILESTONES**

<u>Measurement</u>	<u>Schedule</u>	<u>Deliverables</u>
Text, email, and/or calling methods are developed and child care slot availability is tracked throughout the grant period.	June 30 <sup>th</sup> , 2024	outreach methods are created to allow for easy reporting on open child care slots.



Availability data is gathered and uploaded to Colorado Shines Salesforce System on a bi-monthly basis.	June 30 <sup>th</sup> , 2024	The GHECC shall gather and upload availability data on a regular basis.
The GHECC shall meet with other positions that support licensed providers once in the grant period to access child care availability and lack of child care slots in the catchment area.	June 30 <sup>th</sup> , 2024	The GHECC shall track and report on available child care slots, waitlists, and the number of child care slots needed to meet the child care needs of the community. The GHECC shall also strategize around ways to increase the supply and quality of care in catchment area.

**ACCEPTANCE CRITERIA**

The acceptance of all deliverables shall reside with the Department of Early Childhood (CDEC). The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.



## **STATEMENT OF WORK (SOW)**

### **Family Child Care Home Navigation (FCCH)**

#### **INTRODUCTION/BACKGROUND**

*The Gunnison Hinsdale Early Childhood Council (GHECC) works to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support and parent education, and health and well-being. These services shall support children eight years of age or younger and their parents in a manner that is responsive to local needs and conditions.*

#### **SCOPE OF WORK**

*The Gunnison Hinsdale Early Childhood Council (GHECC) shall work to support new and existing family child care homes, and/or those interested in becoming a licensed family child care home in a variety of ways including:*

- Support in accessing existing supports including financial, professional development, shared services, child care management software, family child care home associations, benefits opportunities (health insurance, Child and Adult Care Food Program (CACFP), early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports)*
- Providing technical assistance to new and existing FCCH providers as they move through the licensing process as well as providing support in completing applications for grants and other opportunities.*
- Developing and sharing information with family child care home providers around legislative changes impacting their operations (i.e. 1222, 199, HOA legislation, etc.)*
- Participating in cross-training in coaching approaches to technical assistance and support with other local consultative roles (i.e. EQ trainers, ECMH, etc.), if available in the community, and/or directly connecting with these other consultative roles to understand their offerings;*
- Connecting and supporting FCCH providers with quality improvement through the Colorado Shines Rating and Quality Improvement System.*
- Assisting new and existing family child care providers to understand the Colorado Child Care Assistance Program (CCCAP) and supporting them as they obtain a fiscal agreement with CCCAP.*
- Recruiting new family child care home providers in their communities and connecting them with the licensing bonus program, if applicable;*



**PERIOD OF PERFORMANCE**

*The timeframe for this Scope of work is July 1, 2023 through June 30th, 2024*

<b>FCCH Work Plan</b>					
<b>Key Activity A: Provide technical assistance and support to new and existing Family Child Care Homes and connect family child care providers with quality improvement navigators and coach.</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Participating in cross-training in coaching approaches to technical assistance and support with other local consultative roles (i.e. EQ trainers, ECMH, etc.), if available in the community, and/or directly connecting with these other consultative roles to understand their offerings.	July 1 <sup>st</sup> , 2023- June 30th, 2024	The FCCH navigator have a good understanding of coaching approaches and technical assistance provided by other local consultative roles and understands what they are able to offer to FCCH providers.	Number of trainers/trainings connected to other local consultative roles to support their operations.	FCCH Navigator	Personnel
Regularly connect new, existing and potential FCCH providers to supports available to them including: financial, professional development, shared services, child care management software, family child care home associations, and benefits opportunities	July 1 <sup>st</sup> , 2023- June 30th, 2024	Providing information on and connections to existing supports.	-Number of existing, new, and potential providers contacted and given information on existing supports.	FCCH Navigator	Personnel
Providing technical assistance to new family child care home providers as they move through the licensing process in their community.	July 1 <sup>st</sup> , 2023- June 30th, 2024	Support FCCH providers throughout the licensing process (including addressing zoning issues, business codes, etc.) and in accessing financial resources to begin their business (i.e. licensing incentives	Number of providers supported through the licensing process	FCCH Navigator	Personnel
Providing technical assistance to existing family child care home providers in completing applications for grants and other opportunities	July 1 <sup>st</sup> , 2023- June 30th, 2024	Support FCCH providers in accessing and completing applications for grants and other opportunities	Number of providers supported through the application process	FCCH Navigator	Personnel



Connect FCCH providers with CSQI Navigators	July 1 <sup>st</sup> , 2023- June 30th, 2024	FCCH providers have a good understanding of the Colorado Shines Quality Rating and Improvement System and the rating process. - Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	-Number of providers connected to CSQI navigators and coaches	FCCH Navigator QI Navigator and Coach	Personnel
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**FCCH Work Plan**

**Key Activity B: Developing and sharing information with family child care home providers around legislative changes impacting their operations**

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Share information with new and existing FCCH providers around <u>HB21-1222</u> and <u>SB21-077</u>	July 1 <sup>st</sup> , 2023- June 30th, 2024	Information on HB21-1222 and SB21-077 is shared with potential, new, and existing FCCH providers to inform them of these new laws that remove licensing barriers and might impact their operations.	-Document created that outlines new legislation -Number of providers information was shared with.	FCCH Navigator	Personnel

**FCCH Work Plan**

**Key Activity C: Assist new and existing FCCH providers in understanding available child care assistance programs, benefits and consultative programs.**

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
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Assisting new and existing family child care providers to understand the Colorado Child Care Assistance Program (CCCAP) and supporting them as they obtain a fiscal agreement to enroll children participating in this program, in addition to facilitating relationships with the county human service departments;	July 1 <sup>st</sup> , 2023- June 30th, 2024	New and existing FCCH providers are aware of, understand, and are able to obtain a fiscal agreement with the Colorado Child Care Assistance Program (CCCAP).	-Number of providers given information on CCCAP -Number of FCCH providers with a CCCAP fiscal agreement	FCCH Navigator	Personnel
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**FCCH Work Plan**

**Key Activity E:** Recruiting new family child care home providers in Gunnison and Hinsdale Counties.

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Recruiting new family child care home providers in their communities and connecting them with the licensing bonus program, if applicable;	July 1 <sup>st</sup> , 2023- June 30th, 2024	-Notify potential FCCH home providers of the licensing bonus opportunity.	-Potential providers are notified of licensing bonus opportunity and apply for a FCCH license	FCCH Navigator	Personnel

**FCCH Work Plan**

**Key Activity F:** Assist new and existing FCCH providers in understanding available benefits and consultative programs.

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
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<p>Helping new and existing family child care providers access important program benefits, health insurance options, and consultative supports, such as the Child and Adult Care Food Program (CACFP), and consultative supports, including, but not limited to early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports</p>	<p>July 1<sup>st</sup>, 2023- June 30th, 2024</p>	<p>New and existing FCCH providers are given information on available programs and consultative supports.</p>	<p>-Number of providers contacted and given information</p>	<p>FCCH Navigator</p>	<p>Personnel</p>
<p><b>FCCH Work Plan</b></p>					
<p><b>Key Activity G:</b> participating in ongoing technical assistance and training opportunities. including around equity, diversity and inclusion, and a community of practice with other family child care home navigators, led by the Family Child Care Home Navigator Project Manager.</p>					
<p><b>Tasks</b></p>	<p><b>Time Period</b></p>	<p><b>Deliverable</b></p>	<p><b>Measurement</b></p>	<p><b>Person(s) Responsible</b></p>	<p><b>Budget Category</b></p>



<p>Participation in ongoing technical assistance and training opportunities including around equity, diversity and inclusion, and a community of practice with other family child care home navigators, led by the Family Child Care Home Navigator Project Manager.</p>	<p>July 1, 2023- June 30th, 2024</p>	<p>The FCCH Navigator shall participate in technical assistance and training opportunities offered throughout the year.</p>	<p>-Participation in technical assistance and community of practice</p>	<p>FCCH Navigator</p>	<p>Personnel</p>
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**SCHEDULE/MILESTONES**

<u>Measurement</u>	<u>Schedule</u>	<u>Deliverables</u>
<p>8 potential, new, or existing providers shall be connected to or provided information on:</p> <ul style="list-style-type: none"> <li>-other local consultative roles (EQIT, ECMH, etc.).</li> <li>- financial, professional development, shared services, child care management software, family child care home associations, and benefits opportunities</li> <li>- Colorado Child Care Assistance Program (CCCAP).</li> </ul>	<p>June 30<sup>th</sup>, 2024</p>	<p>The GHECC shall provide a report on the number of new and existing FCCH providers connected with during the grant period as well as what programs or opportunities were discussed with each interaction.</p>



<p>-Child and Adult Care Food Program (CACFP), and consultative supports, including, but not limited to early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports.</p> <p>-health insurance options</p>		
<p>Document outlining new legislation is created and shared with FCCH providers.</p>	<p>June 30<sup>th</sup>, 2024</p>	<p>The GHECC shall create a document outlining new legislation the impacts FCCH providers and information shall be shared with potential, new and existing FCCH providers.</p>
<p>FCCH navigator shall participate in 75% of the technical assistance and training opportunities offered by the FCCH Navigator Project Manager.</p>	<p>June 30<sup>th</sup>, 2024</p>	<p>The FCCH navigator’s participation shall be tracked.</p>
<p>At least 1 FCCH provider shall become licensed and take advantage of the licensing bonus during the grant period</p>	<p>June 30<sup>th</sup>, 2024</p>	<p>Number of new licensed FCCH providers</p>
<p>Refer FCCH providers to the CSQI navigator in order to increase the number of quality rating FCCH providers in the community.</p>	<p>June 30<sup>th</sup>, 2024</p>	<ul style="list-style-type: none"> <li>• Number of providers connected to CSQI navigator that engage in a Level 2-5 rating.</li> </ul>

## Colorado Department of Early Childhood (CDEC)

### Budget Template Instructions

**General Instructions:**

The Budget Template - Should be used to explain how an agency plans to use CDEC funds consistent with the proposed Work Plan. The Budget Template includes one worksheet for Instructions, and one worksheet for the Budget Template. Budget item requests and their associated deliverables need to be in alignment. The budget must provide a consistent, logical picture of what is to be accomplished, by whom, and how the costs are justified with the project. In the event that this alignment does not occur, applicants may be contacted with requests for clarifications and/or modifications. Additional information regarding Direct and Indirect Costs and unallowable costs can be found in 2 CFR Part 200 and the Electronic Code of Federal Regulations (e-CFR).

The budget categories in the template are provided and are not subject to change unless prior approval is obtained from the CDEC/CDEC contracts unit. Contractors are not required to address each budget category. If the category is not applicable to the contract budget enter the following sentence "There are no costs to be reimbursed in this category"

The information contained in each expenditure category helps CDEC understand the budget. Please provide narrative for each category in the "Description of Work" or the "Description of Item" section.

All costs requested by the Contractor in the narrative areas of the proposal must be reflected in the budget. "Costs to be determined" shall be considered non-responsive and consequently the Contractor budget will be deemed incomplete and will delay the contract finalized date.

The form is an Excel worksheet that includes instructions in various cells that can be viewed by hovering the computer mouse over the cells. The instructions below give additional guidance.

**Contact Information**

Complete the top portion of the form by providing Agency Name, Budget Period, Project Name, and Contact Information for both Program and Fiscal contacts.

**Agency Name:** Enter agency's name

**Budget Period:** Enter budget/ project period dates

**Project Name:** Enter the project name

**Program Contact Name, Title, Phone and Email**

Enter agency's program contact information here

**Fiscal Contact Name, Title, Phone and Email**

Enter agency's program contact information here

**Personnel Services (Salaried Employees and Hourly Employees)**

It is CDEC's expectation that agency employees included in this section will complete all of the work related to the project/contract.

**Column A: Position Title**

Example 1: Early Childhood Council Coordinator (salaried)

Example 2: Infant Toddler Specialist (hourly)

**Column B: Description of Work**

Use the "Description of Work" column of the budget template to address the role and expected contribution of budgeted personnel. The time commitment of each individual should be justified as a reasonable estimate for the work to be performed. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, pension, etc.) must be included. For hourly employees, please include hourly rate, hourly fringe and the number of hours budgeted.

**Columns D-F (salaried employees): Gross or Annual Salary / Fringe / Percent of Time on Project**

Enter the Gross or Annual salary, Fringe, and the Percent of Time Spent on Project for each employee that will work on the project.

For example: A full-time salaried employee is paid \$60,000 a year; their fringe benefits rate is 22%; they plan to spend approximately 100% of their time on the project. Their total contribution to the Work Plan is calculated as follows:

\$	60,000	*Gross Annual Salary
	22%	Fringe %
\$	13,200	*Fringe (\$60,000 x 22%)
\$	73,200	Annual Salary + Fringe (\$60,000 + \$13,200)
	100%	*Percent of Time on Project
\$	73,200	Amount Requesting from CDEC (automatically calculates)

\*Enter into the Budget Template

**Column G: Total Amount Requested from CDEC**

This column should reflect the amount the agency is requesting from CDEC for each employee working on the project.

**Column H: Total Amount applied to this salary from EQIT Fees**

This column should reflect the amount the agency anticipates receiving from participants registering for EQIT Courses that will be applied to this salary. This column is required to account for fees taken in per the Business Rules. Fees taken in through EQIT registration CANNOT BE SPENT ON WORK THAT IS NOT PREAPPROVED AND RELATED TO FO INITIATIVE ACTIVITIES.

**Total Personnel Services (including fringe benefits)**

This row should show the totals for each column and reflect the total amount of Personnel Services costs the agency is requesting from CDEC.

**Contractors/Consultants (payments to third parties or entities)**

This category should describe costs for subcontractors (persons not employed by the agency) needed to complete work on the Work Plan. This includes consulting and personal services subcontracts. The Description of Item should specify the need for the subcontractor, the selection process, the work to be performed, how costs were calculated and the expected deliverables. CDEC may request copies of contractual and grant agreements or MOU/MOA's during the contract period. Subcontractors may not be pre-paid for services. All Subcontractor contracts must follow a cost reimbursement structure.

**Column A: Item**

List the name of subcontractor OR a position title

Example 1: Infant Toddler Specialist

**Column B: Description of Item**

Example 1: EQIT Trainer and Coach

Describe the work this contractor will complete, i.e. Teach 16 modules of EQIT, conduct 1 LENA Grow Cycle with 5 educators, conduct 45 hours of coaching (all approved EQIT courses and Coaching Hours must be included in the budget); also include the rate of pay for the contractor i.e. \$27/hour or \$100 per module. Note the qualifications or plan to ensure qualifications (i.e. if the contractor will teach EQIT, they must be certified and hold a current Trainer Credential, have completed at least 6 hours of Ongoing Professional Development with the EQ Initiative in the last year, and have completed an annual self-reflection. If they are also coaching they must have a current Coaching Credential). The program staff members do not have the necessary skills to carry out the proposed work required as training skills are very specialized. Hiring a contractor is more feasible and cost effective than hiring a full-time employee for the first project year.

**Column H: Total Amount applied to this salary from EQIT Fees**

This column should reflect the amount the agency anticipates receiving from participants registering for EQIT Courses that will be applied to this line item. This

**Column G: Total Amount Requested from CDEC**

This column should reflect the amount the agency is requesting from CDEC for each subcontractor.

**Total Contractors/Consultants**

This row should reflect the total amount of Contractors/Consultants costs the agency is requesting from CDEC.

Travel

This expenditure category should include all in-state and out-of-state travel expenses. Conferences, training and out-of-state travel must be budgeted and pre-approved by the CDEC program manager and directly enhance or contribute to the Contractors ability to perform the contracted scope of work. Please separate travel costs into categories such as lodging, meals, mileage, and airfare, and indicate how they support the Work Plan. Use the Description of Item column to describe the necessity and reasonableness of all estimated travel costs. Indicate which project personnel will be traveling and describe their anticipated contributions to the Work Plan. Detail how cost estimates for airfare, mileage, ground transportation, and lodging were determined. Include any mandatory meetings. CDEC may require submission of an agency's travel policy during the contract period. All travel must be in compliance with the agency's travel plan or the state travel fiscal rules and rates, which are updated frequently and may be found: <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.

**Column A: Item**

List the item in this column: i.e., mileage for coaching visit

**Column B: Description of Item**

This section should describe the necessity and reasonableness of all estimated travel costs. Indicate the project personnel who will be traveling and describe their anticipated contributions to the work plan. Detail how cost estimates were determined. Detail how cost estimates were determined. EQ Initiative funds CAN be used for mileage, but we cannot guarantee funding for this.

**Column G: Total Amount Requested from CDEC**

This column should reflect the amount the agency is requesting from CDEC for each travel line. These funds should most likely come from the total amount you

**Column H: Total Amount applied to this salary from EQIT Fees**

This column should reflect the amount the agency anticipates receiving from participants registering for EQIT Courses that will be applied to this line item. This column is required to account for fees taken in per the Business Rules. Fees taken in through EQIT registration CANNOT BE SPENT ON WORK THAT IS NOT PREAPPROVED AND RELATED TO EQ INITIATIVE ACTIVITIES. Travel can be paid with fees, but not coaching.

**Total Travel Expenses**

This row should total Travel Expenses the agency is requesting from CDEC.

**Supplies & Operating Expenses**

Supplies and operating expenses may include, but are not limited to, postage, office supplies, paid media, educational materials, and copying.

**Column A: Item**

This column should list the item to be used in support of the Work Plan. Noted below are a two examples from the example in Attachment A SOW

Example 1: Training Materials - Replenish craft supplies for 4 EQIT Courses

Example 2: Virtual training deliver platform fees, Telephone lines/long distance and Internet services

**Column B: Description of Item**

This is a description of the item(s) listed in Item Column. Use the Item Description Column to describe the rationale for the costs budgeted (how it will be used to advance the Work Plan) and how cost estimates are calculated.

Example 1: Includes work book and other necessary supplies. EQ IT Instructor supplies (paper, markers, flip chart, etc...) \$20/9 sessions (\$20x9=\$180).

**Column G: Total Amount Requested from CDEC**

This column should reflect the amount the agency is requesting from CDEC for each supply item.

**Column H: Total Amount applied to this salary from EQIT Fees**

This column should reflect the amount the agency anticipates receiving from participants registering for EQIT Courses that will be applied to this line item. This

**Total Supplies & Operating Expenses**

This row should total the Supplies & Operating Expenses the agency is requesting from CDEC.

**Modified Total Direct Costs (MTDC)**

This row should total the amount of all Modified Total Direct Costs the agency is requesting from CDEC.

Please Note: Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.

**Indirect Costs**

Indirect costs will be paid according to the Electronic Code of Federal Regulations provision. Any non-federal entity (including a non-profit organization) shall use either the de minimis rate of 10% of modified total direct costs (MTDC) or an approved and negotiated indirect cost rate (federal or state approved rate.) Agency must supply a copy of the federal or state negotiated indirect rate.

For the EQ GAE, you will figure your indirect costs AFTER or IN ADDITION TO the projected allowable amounts of #EQIT Courses X \$5000 plus #Coaching Hours X \$100.

**Column A: Item**

Please reflect one of the Indirect Cost options for this section. Indirect Costs may be requested (1) using the agency's Federally Negotiated Indirect Cost Rate or (2) agency's State Negotiated Indirect Cost Rate or (3) 10%, de minimis rate unless your agency has previously negotiated a rate with the State of Colorado.

**Column B: Description of Item (description is not necessary for the negotiated rate agreement)**

Example: Using indirect cost rate that applies 10% of Modified Total Direct Costs.

<b>TOTAL</b>
This row should be the TOTAL of all expenses, including Indirect Costs that the agency is requesting from CDEC for the project.





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

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**Agenda Item:** Approval for National Environmental Health Associa

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**Action Requested:** Discussion

**Parties to the Agreement:** National Environmental Health Association

**Term Begins:** 01/01/2023

**Term Ends:**

**Grant Contract #:**

**Summary:**

Funding will be used to analyze and develop mitigation for foodborne illness trends

**Fiscal Impact:** 12000

**Submitted by:** Elizabeth Holena

**Submitter's Email Address:** elizabeth.holena@state.co.us

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 2/23/2023

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 2/23/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/23/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/24/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/7/2023

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**NEHA-FDA RFFM Grant Program** do-not-reply.grants07-us-east-1... Wed, Dec 21, 2022, 3:47 PM



to me

Dear Elizabeth:

Congratulations! The National Environmental Health Association (NEHA) and US Food & Drug Administration (FDA) are happy to inform you that your NEHA-FDA Retail Flexible Funding Model (RFFM) grant submission for the following project has been approved:

ID Number: G-BDEV1-202209-02515  
Project Title: SA9 and CSIP  
Grant Type: 2023 Track 1 Development Base  
Amount Requested: \$12,000.00  
Amount Awarded: \$12,000.00

Project Summary: Gunnison County Retail Food Program will conduct a baseline risk factor study on the occurrence of the five foodborne illness risk factors on restaurants, food stores with deli and school facilities, compiling and analyzing data for trends and subsequent intervention strategies. The Retail Food Program will develop a CSIP identifying deliverables, action steps, leads, and completion dates. Both retail food inspectors for the county will attend self assessment training and workshops.

Please use your previously assigned username and password to return to the NEHA-FDA RFFM [Grant Program](#) for details of this award, including the official grant award letter. Additionally, review the comments below relating to your specific request:

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The full requested amount for your CY 2023 Track 1 Development Base Grant is approved. However, we will be reaching out to you to revise your budget so that it includes two Budget Worksheets with details for each of the two Project Outcomes. In addition, any changes to your project plans and/or budget changes in excess of 10% of the Award Amount must be approved in writing by NEHA, in advance. Please refer to the [neha.org/retail-grants](https://neha.org/retail-grants) website for the full RFFM Grant Guidance, which includes a description of non-allowable costs that will not be reimbursed. We look forward to supporting you as you work to complete your important Retail Flexible Funding Model project. Please reach out to the NEHA-FDA RFFM Grant Program Support Team if you have any questions or concerns.

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Note: The Catalog of Federal Domestic Assistance (CFDA) number for this United States Food & Drug Administration grant, awarded to the National Environmental Health Association on 05/03/2021, is 93.103. Your grant is considered a subaward under this NEHA grant. Please refer to our homepage at <https://neha.org/retail-grants> for additional program information or to access the NEHA-FDA RFFM Grant Program Portal.

If you have any questions or need additional information, please contact us at: 1-833-575-2404 or [retailgrants@neha.org](mailto:retailgrants@neha.org).

Sincerely,

Your NEHA-FDA RFFM Grant Program Support Team



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

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**Agenda Item:** Approval for Professional Services Agreement; Dr.

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

**Parties to the Agreement:** Dr Tarr and Gunnison County

**Term Begins:** January 1 2023

**Term Ends:**

**Grant Contract #:**

**Summary:**

Annual Medical officer contract " contract for Alex's review"

**Fiscal Impact:** 1200

**Submitted by:** Ariel Tidwell

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 2/27/2023

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**County Attorney Review:**

Required

Not Required

Comments:

CAO notes that contract does not have our standard general liability insurance provision or our standard indemnity provision. Normally, CAO would recommend against such contract. However, the position of Medical Officer is required by statute (C.R.S. 25-1-508(5)(c)(I)), and by statute the Medical Officer will be covered by the Colorado Governmental Immunity Act. CAO therefore sees approval of this contract as a business decision. ASFR 2.24.23

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 2/24/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 3/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/7/2023

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## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 1st day of January 2023, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado (“Gunnison County”) and Dr. John Tarr, whose address is 1084 Seneca Drive Gunnison, CO 81230 (“Contractor”) to serve as the Gunnison County Medical Officer.

### AGREEMENT

In consideration of the mutual covenants and obligations set forth in this Agreement, the parties agree as follows:

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31<sup>st</sup> 2023, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Health and Human Services strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor’s performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed twelve hundred dollars and No/100 U. S. Dollars (\$1200 or \$100/month) (“Compensation”). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor’s bill, Contractor may, after giving seven (7) days’ written notice to the County, suspend services under this Agreement until Contractor’s outstanding bills have been paid in full.

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

## 5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Contractor shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. 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. Contractor does not and will not employ other individuals, and therefore Contractor will not obtain Worker's Compensation Insurance.
- b. 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). By way of example only, a professional liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- 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). By way of example only, an automobile policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

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 versus 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.

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 parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars (\$424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars (\$1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars (\$424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

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 an INDEPENDENT CONTRACTOR is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.** Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary to provide the Services, unless otherwise specified by the County in writing.

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included in the Compensation. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption.

8. DISCRIMINATION.

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

9. PANDEMICS.

The Contractor shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Contractor is expected to implement any such changes necessary to comply with such orders. Failure to abide by such requirements may result in termination of the Agreement.

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

11. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.
- b. AMENDMENT. No amendment, alteration, modification 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. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the County in relation to this Agreement.
- d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

- f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

## 12. DELEGATION AND ASSIGNMENT.

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

## 13. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) calendar days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

## 14. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Contractor agrees

to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

15. WARRANTIES.

Contractor represents and warrants to the County as follows:

a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.

b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

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

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

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

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

16. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

17. NO THIRD-PARTY BENEFICIARY.

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

18. CONFLICT OF INTEREST.

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

19. FORCE MAJEURE.

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

20. NOTICES.

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

Gunnison County:     County Manager  
                              Gunnison County  
                              200 E. Virginia

Gunnison, Colorado 81230  
Phone: 970-641-0248

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

Contractor: Dr John Tarr  
1084 Seneca Drive  
Gunnison CO, 81230

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

#### 21. GOVERNING LAW.

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

#### 22. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes

of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

### 23. ENTIRE AGREEMENT.

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

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

### 24. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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.

If the Contractor or any of its Subcontractors will or may receive personally identifiable information (“PII”) under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall be a “Third-Party Service Provider” as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County’s PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq.* Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

### 25. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and

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

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: John S. Tava Jr.

Its: 

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

- 1) Review all policies and procedures for Immunization Clinic
- 2) Provide medical consultation to Health and Human Services at Immunization Clinic
- 3) Meet annually with Health and Human Services staff to review updates and concerns for local Health and Human Services issues.
- 4) Review and sign standard protocols and policies for Health and Human Services immunization clinic
- 5) Be an advocate for Health and Human Services and represent HHS to the medical community.
- 6) Collaborate on public health advisory boards and coalitions as available.
- 7) Provide consultation as needed in development of local statutes or rules that may be necessary to meet an emergency epidemic and/or bioterrorism event.
- 8) Serve as a liaison between Health and Human Services and the private medical community as necessary to meet the medical needs of an emergency epidemic and/or bioterrorism event.

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

**Agenda Item:** Approval for Professional Services Agreement; Dr.

**Action Requested:** County Manager Signature

**Parties to the Agreement:** Dr Meeuwsen and HHS Family Planning

**Term Begins:** january 1 2023

**Term Ends:**

**Grant Contract #:**

**Summary:**

This is Dr Meeuwsen's annual contract agreement to be the medical supervisor of the Family Planning Clinic

**Fiscal Impact:** 1200

**Submitted by:** ariel tidwell

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 3/3/2023

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 3/1/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 3/1/2023

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 3/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/7/2023

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 1st day of January 2023, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado (“Gunnison County”) and Dr Anna Meeuwsen, whose address is 551 Apache Rd, Gunnison CO 81230 (herein “Contractor”) to serve as the Doctor of Oversight for the Family Planning Clinic operated by Health and Human Services.

### AGREEMENT

In consideration of the mutual covenants and obligations set forth in this Agreement, 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. Please see Scope of Services for services rendered.

#### 2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31<sup>st</sup> 2023, unless sooner terminated or replaced as provided in this Agreement.

#### 3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Health and Human Services strategy, as outlined in the Gunnison County Strategic Plan.

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

In consideration and exchange for Contractor’s performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed twelve hundred dollars and No/100 U. S. Dollars (\$1200 or \$100/month) (“Compensation”). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor’s bill, Contractor may, after giving seven (7) days’ written notice to the County, suspend services under this Agreement until Contractor’s outstanding bills have been paid in full.

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

## 5. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- c. 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). By way of example only, a professional liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

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 versus 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 parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars (\$424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars (\$1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars (\$424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

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 an INDEPENDENT CONTRACTOR is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.** Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary to provide the Services, unless otherwise specified by the County in writing.

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included in the Compensation. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption.

8. 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 acts, failure to act, 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 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.

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

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

#### 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. PANDEMICS.

The Contractor shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Contractor is expected to implement any such changes necessary to comply with such orders. Failure to abide by such requirements may result in termination of the Agreement.

#### 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. The Contractor shall be solely liable

and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.

- 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. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the County in relation to this Agreement.
- 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 fifteen (15) calendar 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.

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

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

Contractor: Dr Anna Meeuwsen  
551 Apache Rd  
Gunnison, CO 81230

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

22. GOVERNING LAW.

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

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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; PERSONALLY IDENTIFIABLE INFORMATION.

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.

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("PII") under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County's PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq.* Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

26. PUBLIC RECORD.

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

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

reasonably believed that any of County's PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq.* Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

26. PUBLIC RECORD.

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

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: Amalio

Its: Feb 2, 2023

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

- 1) Review all policies and procedures for Family Planning Clinic
- 2) Provide medical consultation to Health and Human Services nurses in Family Planning Program
- 3) Review and cosign 10% of Family Planning patient charts (approximately 120 per year) for quality assurance purposes.
- 4) Provide medical consultation and oversight for the Nurse Practitioners and Physicians Assistants hired by Health and Human Services in their capacity as mid-level practitioners for Health and Human Services
- 5) Provide appropriate supervision of the mid-level providers as outlined in the Medical Practice Act.
- 6) Meet annually with Health and Human Services staff to review updates and concerns for local public health issues
- 7) Be an advocate for Health and Human Services and represent HHS to the medical community.
- 8) Collaborate on Health advisory boards and coalitions as available.
- 9) Provide consultation as needed in development of local statutes or rules that may be necessary to meet an emergency epidemic and/or bioterrorism event.
- 10) Serve as a liaison between Health and Human Services and the private medical community as necessary to meet the medical needs of an emergency epidemic and/or bioterrorism event.

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

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**Agenda Item:** Approval for Lease Amendment; Gunnison Valley Regi

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**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Lease agreement with GVRHA

**Fiscal Impact:** \$14,160 in revenue

**Submitted by:** John Cattles

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 3/3/2023

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 3/1/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 3/1/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by:

Discharge Date: 3/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/7/2023

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**LEASE AMENDMENT**

This Lease Amendment (the “Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO (the “County”) and GUNNISON VALLEY REGIONAL HOUSING AUTHORITY (“Tenant”).

WHEREAS, on March 15, 2021, the parties entered into a Commercial Lease Agreement (“Lease”) under which Tenant leased a portion of 202 East Georgia Avenue, Gunnison, Colorado (the “Building”); and

WHEREAS, the parties desire to extend the Lease as allowed under Section 2.02 of the Lease by executing this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Tenant agree to amend the Lease as follows:

1. The term of the Lease is extended through December 31, 2023.
2. Starting January 1, 2023 monthly rent payments from Tenant to County increases to \$1,180.
  - a. One lump sum payment of \$14,160 for the year 2023 is acceptable.
3. Except as amended above, all other terms and conditions of the Lease shall remain in full force and effect and are in all respects hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have executed this Lease Amendment as of the date listed above.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By: \_\_\_\_\_  
Jonathan Houck, Chairperson

By \_\_\_\_\_  
Liz Smith, Vice-Chairperson

By \_\_\_\_\_  
Laura Puckett Daniels, Commissioner



## COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is dated as of this 15<sup>th</sup> day of March, 2021 (the "Effective Date") by and between the **BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO**, a body corporate and politic (the "County") and **GUNNISON VALLEY REGIONAL HOUSING AUTHORITY** (the "Tenant").

### RECITALS

- A. The County is the owner and operator of the property at 202 East Georgia Avenue, Gunnison, Colorado (the "Building").
- B. The County desires to lease a portion of the Building as more particularly described in Exhibit A (the "Leased Premises") to the Tenant.
- C. The Tenant desires to lease the Leased Premises from the County for the purpose of commercial office space and in accordance with the terms and provisions of the Lease and the County desires to lease the Leased Premises to the Tenant.
- D. The Tenant does not intend to use, and is not authorized by the County for any use of, the Leased Premises for residential purposes.

### AGREEMENT

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

#### ARTICLE I. THE LEASED PREMISES

**Section 1.01** The Leased Premises. The County leases to the Tenant and the Tenant leases from County, upon the terms and provisions of this Lease, exclusive use of the Leased Premises as shown on Exhibit A. The Tenant shall have non-exclusive access to shared parking to the east of the Building accessible from the alley, spaces designated as common space equally shared by all tenants of the Building as shown on Exhibit A

**Section 1.02** Fixtures, Furniture and Equipment. The Leased Premises includes fixtures, furniture and equipment as described in Exhibit B. Subject to prior written approval by the County, Tenant may purchase and install additional fixtures, furniture and equipment within the Leased Premises that it has exclusive use of. Any such purchase and installation shall be at the Tenant's own expense. The County and Tenant shall jointly verify the existing fixtures, furniture and equipment in Exhibit B as well as itemize any Tenant-provided fixtures, furniture and equipment.

**Section 1.03** Condition of Leased Premises. The Tenant warrants and represents that it has had an opportunity to inspect the Leased Premises and acknowledges that it is fit for Tenant's use and enjoyment. The taking of possession of the Leased Premises shall be deemed an

acceptance of the same by the Tenant in its “AS IS” condition without any obligation whatsoever on the part of the County to repair, remodel, reconstruct or modify the Leased Premises for the Tenant. The Tenant warrants and represents that it has had an opportunity to inspect and measure the Leased Premises and acknowledges that the approximate square footage of the Leased Premises is **one thousand one hundred eight (1,108)** square feet.

**Section 1.04** Permitted Use. The Tenant shall use the Leased Premises solely for the purpose(s) described above at Paragraphs C and D of the Recitals, as approved by the County and other related business purposes. No other use shall be permitted without the County’s prior written consent.

**Section 1.05** No Hazardous Use, Nuisance or Waste Permitted on Leased Premises. The Tenant shall not use or permit the Leased Premises to be used for any business or purpose deemed by the County to be hazardous, or in any manner as to constitute a violation of any federal, state, county, and local laws, rules, regulations, requirements or orders of any lawful governmental or public authority relating to the Leased Premises. Tenant covenants and agrees at its sole cost and expense to fully and promptly comply with all such laws, regulations, ordinances and every order or regulation enacted by such authorities, including but not limited to, the United States, the County of Gunnison, the State of Colorado. The Tenant agrees that it shall not permit any noxious or offensive activity on the Leased Premises or allow any nuisance to exist on the Leased Premises which may cause disturbance to other tenants of the Building or to others on adjacent or nearby property. Further, the Tenant agrees that nothing shall be done or kept on the Leased Premises which might impair the value of the Leased Premises or which would constitute waste.

**Section 1.06** No Smoking, Vaping and E-Cigarettes. Smoking, vaping and the use of e-cigarettes is not permitted on the Leased Premises, in the Building or in any County building. The Tenant may, at the Tenant’s discretion, permit its employees and invitees to smoke, vape or use e-cigarettes outside of the Leased Premises and Building; provided, however, that such activities must occur at a distance of at least twenty-five (25) feet from any entrance. Smoking, vaping and e-cigarette use is not permitted in any location where prohibited by law. The Tenant shall remove all smoking, vaping and e-cigarette debris (including wrappers, butts and matches) from the Leased Premises and Building at least twice per week. If this task is not performed to the satisfaction of the County, the County may remove such debris and charge the cost of removal, plus an administrative fee of 50% of such cost, to the Tenant.

## ARTICLE II. TERM

**Section 2.01** Term. The term of this Lease shall be a period of one (1) year (the “Term”), commencing on **January 1, 2022** (the “Commencement Date”) and ending on **December 31, 2022** unless terminated earlier in accordance with the terms of this Lease. The execution of this Lease by the Tenant and by the County shall be retroactive back to January 1, 2022, and any rights and responsibilities of the parties shall apply during the entire Term of this Lease.

**Section 2.02** Option to Extend. Upon expiration of the Term and provided that the Tenant is not in default of its obligations under this Lease, the Tenant may request an extension of this Lease for additional one (1) year periods (each an “Extended Term”), upon the same terms and

conditions, but any such grant of an Extended Term shall solely be at the County's discretion. The Tenant shall make any such request for an Extended Term by providing written notice to the County no later than sixty (60) days prior to the expiration of the Term or Extended Term and no earlier than six (6) months prior to the expiration of the Term or Extended Term. Rent, for each Extended Term, if granted, shall be adjusted as set forth in this Lease.

**Section 3.01** Rent. The Tenant shall make annual rental payments (the "Annual Rent") for the Premises of **Thirteen thousand two hundred ninety-six and 00/100 U.S. Dollars (\$13,296.00)** payable in monthly installments in advance on the first day of each month of **one thousand one hundred and eight 00/100 U.S. Dollars (\$1,108.00)**. The Tenant shall pay as "Additional Rent" all other payments of whatever nature that Tenant has agreed to pay or assume under this Lease, Annual Rent and Additional Rent may be referred to collectively as "Rent." The payment of Rent shall begin on the Commencement Date, without demand in accordance to the amounts set forth in the table below.

**Section 3.02** Extended Term Increased Annual Rent. Effective for any Extended Term, the Annual Rent shall be adjusted by the greater of either (1) the CPI Adjustment as described below, or (2) a flat three percent (3%) increase in the Annual Rent. The "CPI Adjustment" shall be calculated using the Bureau of Labor Statistics (BLS) CPI inflation calculator using the monthly installment of Annual Rent for the January of the expiring Term or Extended Term compared to the January of the year in which the Extended Term shall begin.

**Section 3.03** Manner of Payment. All amounts due under this Lease shall be paid on the first of each month during the Term or any Extended Term and paid to the County at

Gunnison County Finance  
200 E. Virginia Ave.  
Gunnison, CO 81230  
Attn: Juan Guerra, Finance Director

or at such place as County designates by proper notice as provided in Section 18.12. All checks shall be subject to collection and the Tenant shall pay all bank charges incurred by the County as a result of dishonor. Any Rent or fees not received by the County within five (5) days of the applicable date due shall incur a late fee of ten and 00/100 U.S. Dollars (\$10.00) per day until paid. The County shall apply all payments received first to past due amounts and second to current Rent and fees.

**Section 3.04** Proration. If the Term or Extended Term commences on a day other than the first calendar day of a month, then Tenant shall pay to County a prorated monthly installment of Annual Rent, calculated using the number of days that exist prior to the first day of the succeeding month, with a similar adjustment being made at the termination of the Lease.

## ARTICLE IV. MAINTENANCE; UTILITIES; INSEPCCTIONS

**Section 4.01** Tenant Maintenance Obligations. Throughout the duration of the Lease, all repairs or maintenance to the Leased Premises shall be the obligation of the County. The County agrees to: (1) maintain the Leased Premises and all improvements, fixtures, furnishings and equipment in good working order and repair; (2) keep the interior of the Leased Premises painted, clean and sanitary, (3) keep shared parking areas, paved walkways leading to the Leased Premises clear of ice, snow, litter and debris, (4) perform routine maintenance of the Leased Premises, including, but not limited to, maintaining any landscaping adjacent to the Leased Premises, restroom plumbing, lighting, ballasts, doors and locks. The Tenant shall not overload the floors or walls of the Leased Premises. The County shall be responsible for janitorial services for the Leased Premises. For purposes of this Section 4.01, "routine maintenance" shall mean any repair or maintenance done in the ordinary course for the purpose of preserving machinery, equipment and improvements in good working order and condition and shall not include any extraordinary maintenance or repair.

**Section 4.02** Utilities. The County shall be responsible for obtaining all utilities associated with the Leased Premises, including and limited to, electricity, heat, snow removal, lawn and garden maintenance, and trash removal. The Tenant shall be responsible for obtaining internet and telecommunications services at the sole expense of the Tenant. The County shall not be liable for any failure to make any repairs or to perform any maintenance to utilities unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to the County by the Tenant. If any maintenance or repair is necessitated due to the acts or omissions of the Tenant, its employees, agents or invitees, the Tenant shall pay the costs of such repairs or maintenance to the County within thirty (30) days after receipt of an invoice, together with an administrative charge in the amount equal to fifteen percent (15%) of the cost of the repairs. The County shall not be liable to Tenant for any interruption of Tenant's business or inconvenience caused due to any work performed within the Leased Premises or Building. To the extent allowed by law, the Tenant waives the right to make repairs at the County's expense under any law, statute or ordinance now or hereafter in effect.

**Section 4.03** Inspection of Leased Premises. The Tenant will permit the County, its representatives or agents to make inspection of the Leased Premises at any time to confirm compliance with the terms of this Lease. If there is a potential (based upon reasonable facts or circumstances) or an actual material breach or violation of this Lease, or if an emergency exists which necessitates the County's access to the Leased Premises in the County's sole discretion, the County shall have the right to enter upon and inspect the Leased Premises and to do any reasonable act or thing in order to enforce its rights and obligations under this Lease. In all cases except an emergency, the County shall give the Tenant at least twenty-four (24) hours prior written notice, which shall specify the particular purpose for entering onto the Leased Premises.

**Section 4.04** Accident Reports. In the case of an accident or emergency, Tenant agrees to cooperate with the County in the formulation of an action plan and any response to media inquiries. All accidents, significant occurrences, incidents, situations requiring official reporting or action, including law enforcement response, shall be reported to the County as

soon as possible but no later than the next business day. Reports provided must include the name, address, telephone number for any injured persons and any witnesses, any statements collected, a description of the accident including when, where and how it occurred, a description of any bodily injury or property damage and the action taken by Tenant or other persons.

## **ARTICLE V. IMPROVEMENTS; ALTERATIONS; ADDITIONS**

**Section 5.01** Requirements for Improvements; Alterations; Additions. No improvements, alterations or additions (“Alterations”) shall be made to the Leased Premises by the Tenant without prior written consent of the County, including but not limited to, Alterations of Building walls, roofs, support, finishes, any mechanical, electrical or plumbing system, carpet, paint, interior remodel of spaces and any exterior alterations. In such event, any permitted Alterations shall be performed subject to the following conditions.

- (a) Prior to the construction of any Alterations, the Tenant shall submit Detailed Plans and Specifications to the County for approval. “Detailed Plans and Specifications” means drawings, maps or plans depicting the location, character, dimension and details of the Leased Premises and all improvements the Tenants desires to make to the Leased Premises. The Detailed Plans and Specifications may include, without limitation, construction details, fire protection systems, lighting, utilities, architectural drawings, layout and colors, containment areas for construction equipment and materials, building footprint, fencing and gates and any other information which may reasonably be required by the County to assess the plans.
- (b) The Tenant shall be responsible for obtaining all applicable planning and zoning approval, building permits and other required governmental authorizations for the Alterations with copies of all permits and authorizations provided to County prior to commencement of any Alteration.
- (c) The Tenant shall execute a contract for construction with a provision naming the County as a third-party beneficiary, with a copy of this provided to the County.
- (d) The Tenant shall provide proof of surety bonds in a form acceptable to the County covering the Alterations.
- (e) All Alterations shall be done in a good and workmanlike manner in compliance with all applicable laws, ordinances, rules and regulations and subject to the County’s reasonable acceptance. If Alterations are not done in a good and workmanlike manner and in accordance with all applicable authorities, the County shall have the right to correct such Alterations and the Tenant shall pay the cost and expense of such correction to the County immediately upon demand by the County, plus an amount equal to the County’s cost of overhead expense attributable to the making of such repairs (to be reasonably determined by the County).
- (f) All work done in connection with Alterations shall be at the Tenant’s sole cost and expense and Tenant shall be wholly responsible to all contractors, subcontractors, laborers and materialmen.
- (g) The Tenant shall ensure that at no time shall any mechanic’s lien or lien for work connected to Alterations be asserted against the Leased Premises or any part of the Building. If such a lien or encumbrance is filed or recorded against the Leased Premises or Building, the Tenant shall promptly discharge said lien or encumbrance. If any such

lien or encumbrance has not been removed within thirty (30) days from the date it is filed or recorded, the Tenant shall deposit with the County an amount in cash equal to one hundred fifty percent (150%) of the amount of the lien filed or post a bond in form reasonably satisfactory to the County until said lien or encumbrance is discharged. If the Tenant fails, neglects or refuses to satisfy any such lien or encumbrance or refuses to secure the County as provided above, then the County shall have the option, but not the obligation, to satisfy such lien or encumbrance and any amounts paid by the County shall be promptly reimbursed by the Tenant.

- (h) The Tenant shall diligently pursue construction of any approved Alterations until completion.
- (i) Upon completion of work on any Alterations, the Tenant shall be responsible for restoring all areas disturbed by construction activities, whether or not such areas are located outside the Leased Premises, to the general condition existing prior to construction.
- (j) Approved Alterations shall not be removed, expanded or materially altered without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.
- (k) Approved Alterations constructed in accordance with this process shall be permanently attached to the Premises and at the termination of this Lease shall not be removed, altered or changed by the Tenant in any way.
- (l) In no case shall any Alterations constitute grounds for extending the term of this Lease.

## **ARTICLE VI. SIGNAGE**

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

## **ARTICLE VII. INSURANCE; INDEMNIFICATION; DAMAGE**

**Section 7.01** Insurance. During the Term and any Extended Term of this Lease, the Tenant shall carry and maintain in full force and effect and at its sole cost and expense, the following insurance policies, which limits can be met with a combination of primary and excess/umbrella policies. Within thirty (30) days of the execution of this Lease, Tenant will provide insurance certificates to the County, listing the County as an additional insured for all liability insurances, for the coverages required herein. Any such policies shall not be materially changed or cancelled without thirty (30) days advance written notice to the County. Comprehensive General Liability Insurance, or the equivalent, in the minimum amount of One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) per occurrence or as a combined single limit each occurrence.

- (b) Fire or Extended Coverage Insurance in an amount sufficient to fully cover replacement costs for Tenant's improvements, fixtures, furnishings, equipment and any other personal property of Tenant's kept or maintained at the Leased Premises.
- (c) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Tenant during the term of this Agreement.
- (d) Automobile Insurance on all vehicles used by Tenant in the course of business related to this Lease, including but not limited to, any storage or operation of owned or hired vehicles on the Leased Premises or Building, in the minimum amount of one million ninety-three thousand and no/100 U.S. Dollars (\$1,000,000.00) per occurrence or as a combined single limit each occurrence.

**Section 7.02** County Rights. If the Tenant fails to obtain and maintain insurance, the County may obtain insurance coverage on behalf of the Tenant, and the amount of any premium paid by the County for such insurance shall be immediately payable by the Tenant to the County. The County may also treat the failure of the Tenant to obtain insurance as a default under this Lease and may proceed with any remedy available to it.

**Section 7.03** Additional Insurance. The Tenant may insure the Premises in such additional amounts and for such other risks as the Tenant deems appropriate or as may be required by the County.

**Section 7.04** Waiver of Subrogation. The Tenant agrees to waive all rights of recovery against the County if any damage, claim, loss or liability sustained by Tenant is covered and paid for by insurance to the extent of the insurance coverage. Tenant shall give notice to its insurance carrier(s) that a waiver of subrogation is contained in this Lease and all policies required shall contain a waiver of subrogation endorsement naming the County.

**Section 7.05** Indemnification. The Tenant shall indemnify, defend and hold the County, its elected officials, officers, employees and agents harmless from and against any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees) in connection with: (1) the Tenant's failure to perform its obligations under this Lease, and (2) the acts and omissions of Tenant, its officers, employees, agents and invitees that occur on or about the Building and Leased Premises during the term of this Lease. The indemnities set forth in the paragraph shall survive the termination or expiration of this Lease.

**Section 7.06** Risk of Loss. The Tenant assumes the risk of loss or damage to the contents of the Leased Premises, whether from fire, theft, accident, earthquake, snow, water damage or any other cause whatsoever. The Tenant assumes all risk of loss to personal property located on the Leased Premises, and the County shall not be liable for any damage to, or loss of, such property, or for damage or loss suffered by Tenant in connection with any act or omission of a third party. The County shall not be liable for damage or loss resulting from: (1) bursting, overflowing or leaking water, (2) sewer or steam pipes, (3) heating or plumbing fixtures, (4) electrical wiring, (5) gases or odors or (6) any other loss or damage that would otherwise

have been avoided if Tenant had obtained appropriate insurance that insured against such loss or damage.

**Section 7.07**     Casualty Damage.

- (a) In the case where the Leased Premises shall be rendered untenable by fire, explosion or other casualty, which is not the fault of the Tenant, and the Leased Premises cannot be restored within 180 days after such occurrence, the County or the Tenant may, at their option, terminate this Lease. The Tenant shall pay all amounts due and accruing through such date of termination, and the parties shall be discharged of all further obligations under this Lease.
- (b) If the Leased Premises are damaged, without fault of the Tenant, in such a way as to make the Leased Premises unfit for occupancy, the Tenant's obligation to pay Rent shall be abated until such damage is repaired and the Leased Premises are again fit for occupancy. If such damage can be repaired within a reasonable period of time by the County's estimation, then the County shall repair such damage with all reasonable speed and Rent shall be abated for the period during which the Tenant is deprived of the use and occupancy of the Leased Premises.
- (c) If the Leased Premises, without fault of the Tenant, receives only minor damage but such damage does not render the Leased Premises unfit for occupancy, the County, upon receipt of notice of the occurrence of such event, shall repair such damage with reasonable promptness; provided, however, that there shall be no abatement of Rent.
- (d) If the Leased Premises are damaged or destroyed by the Tenant, its employees, invitees or agents, the Tenant shall be liable for all costs and expenses to repair the Leased Premises and Building to substantially the same condition that existed prior to the casualty, and the Tenant shall continue to pay Rent during the pendency of any such repairs. The Tenant agrees to commence any remedial work within fifteen (15) days after written notice by the County and to complete all remedial work required in the reasonable opinion of the County to restore the Leased Premises and Building to its original condition, within the number of days specified in the written notice provided such work can be reasonably performed within such number of days. If remedial work is not undertaken and completed in the specified time frame, the County may undertake and complete the work or contract to complete the remedial work and shall be reimbursed by the Tenant for any and all reasonable costs incurred by the County in performing such repairs, including any overhead costs reasonably allocable to the performance thereof. The remedies in this section are cumulative to any other remedies provided in this Lease.

**Section 7.08**     Environmental Matters. If the Tenant stores, spills or releases any hazardous or toxic substance or material (including any substance that could constitute a hazardous waste or environmental condition) on, near, in or at the Leased Premises or Building (each, an "Incident"), the Tenant shall immediately notify the County and any other governmental authority with jurisdiction (such as the Environmental Protection Agency) and shall promptly take all action necessary to remediate the Incident and restore the affected area in accordance with applicable law. The Tenant agrees to release, hold harmless and indemnify the County, its

officials, employees, officers and agents from and against any and all fines, suits, claims, losses, demands, penalties, liabilities, costs or expenses (including reasonable attorney's fees), settlements, remedial action requirements, enforcement actions, administrative proceedings and any other action of any kind or nature, including personal injury, wrongful death or property damage arising out of, or in connection with, the discovery, remediation or disposal of any hazardous waste or environmental condition existing on, in, under or about the Leased Premises, Building, caused directly or indirectly by an act or omission of the Tenant or its officers, employees, agents, contractors, invitees, successors, predecessors, sublessees, or assigns. As used in this Lease, the terms "hazardous waste" and "environmental condition" shall mean (a) any "hazardous waste" as defined in the Solid Waste Disposal Act (as amended by the Resource Conservation and Recovery Act of 1976, as amended) and the regulations promulgated thereunder; (b) any "Hazardous Substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and the regulations promulgated thereunder; (c) any oil, petroleum products or by-products; (d) asbestos or asbestos-containing substances; and (e) any Hazardous Substance, toxic substance, toxic pollutant, or any substance whose release, disposal, generation, storage or emission is regulated by federal, state or local law.

#### **ARTICLE VIII.     DISCLAIMER OF LIABILITY**

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

#### **ARTICLE IX.     LIENS AND BANKRUPTCY**

**Section 9.01**     Liens Prohibited. The Tenant shall not permit any lien or encumbrance to be placed upon the Leased Premises. If a lien or encumbrance is placed upon the Leased Premises, the County may satisfy such lien or encumbrance, and the Tenant shall reimburse the County in full at the next rent payment date. If the Tenant fails to reimburse the County by the next rent due date, amounts remaining past due shall bear interest at the lesser of: (1) the maximum

rate permitted by law or (2) eighteen percent (18%) per annum until paid and the County may pursue any other remedy available to it.

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

## **ARTICLE X. REPRESENTATIONS & WARRANTIES**

**Section 10.01** Representations & Warranties. The Tenant represents and warrants to the County as follows:

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

## **ARTICLE XI. DEFAULT AND REMEDIES.**

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

- (a) The failure of the Tenant to make any payment of Rent or any other payment required to be paid by the Tenant under this Lease when and as the same shall become due and payable, if such failure continues for a period of ten (10) days after written notice thereof from the County to the Tenant;
- (b) The Tenant shall vacate or abandon the Leased Premises; however, as long as no monetary default exists, Rent is being paid and the Tenant is maintaining the insurance described in Article VII above, vacation or abandonment of the Leased Premises shall not constitute a default;
- (c) The Tenant shall fail to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease other than those referred to in the foregoing Sections 11.01(a) and (b), and the Tenant fails to remedy the same within thirty (30) days after the County has given the Tenant written notice specifying such default or such additional period, if any, as may be reasonably required to cure the failure if the failure reasonably cannot be cured within a thirty (30) day period, provided the Tenant commences to cure such default within thirty (30) days after receipt of notice and thereafter diligently pursues such cure to completion;
- (d) The Tenant fails to vacate the Leased Premises upon the termination of a hold-over term in accordance with Section 11.03 of this Lease; or
- (e) The making by the Tenant of any general arrangement or assignment for the benefit of creditors; (ii) the filing by the Tenant of a voluntary petition in bankruptcy under Title 11 U.S.C. or the filing of an involuntary petition against the Tenant which remains uncontested for a period of sixty (60) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of the Tenant's assets located at the Leased Premises or of the Tenant's interest in this Lease; or (iv) the attachment, execution or other judicial seizure of substantially all of the Tenant's assets located at the Leased Premises or of the Tenant's interest in this Lease, provided, however, in the event that any provisions of this Section 11.01(e) is contrary to any applicable law, such provision shall be of no force or effect.

**Section 11.02 Remedies.** Upon the occurrence of an Event of Default, the County shall have the option to (i) institute suit against the Tenant to collect Rent or other sum as it becomes due or to enforce any obligation under this Lease, (ii) terminate this Lease, (iii) terminate the Tenant's right to possession without terminating this Lease, or (iv) cure the Event of Default on behalf of the Tenant. If County cures an Event of Default on behalf of the Tenant, the Tenant shall, on demand and as Additional Rent, reimburse the County for the County's expenses incurred thereby including the costs of removing and storing the Tenant's or any other occupant's property. All past due payments required of the Tenant hereunder shall bear interest from the date due until paid at the lesser of ten percent (10%) per annum or the maximum lawful rate of interest. If the County terminates either this Lease or the Tenant's right to possession of the Leased Premises, the Tenant will immediately surrender the Leased Premises to the County. If the Tenant fails to surrender the Leased Premises, the County may enter upon and take possession of the Leased Premises and expel or remove the Tenant and any other person who may be occupying the Leased Premises or any part thereof. Any termination

only of the Tenant's right to possession of the Leased Premises will not relieve the Tenant of the Tenant's obligation to pay the Rent under this Lease. The County shall use reasonable efforts to mitigate any damages incurred by the County and to re-let the Leased Premises. In determining the amount of loss which the County suffers by reason of termination of this Lease, allowance shall be made for the expense of repossession and any necessary repairs, but not for any remodeling undertaken by the County following repossession. Except as provided otherwise in this Lease, the County shall have the option to terminate all or a portion of this Lease upon default by the Tenant, and in addition to, or in lieu thereof, the County may seek any relief available to it at law or in equity. Nothing in this Lease shall be deemed a restriction or waiver of any right or remedy that either party may have at law or equity for any breach or default by either party.

**Section 11.03 Surrender and Holding Over.** Upon the expiration or earlier termination of this Lease, the Tenant shall quit and surrender the Leased Premises in generally good and serviceable condition, reasonable wear and tear excepted. Thereafter, the County shall have the right to enter and take possession of the Leased Premises, with or without process of law and without liability for trespass. Holding over or failure to vacate the Leased Premises at the end of the initial Term or any Extended Term shall not be construed to be the granting or exercise of any additional term. Any holding over after the expiration of the initial Term or any Extended Term without the written consent of the County shall be construed to be a month-to-month tenancy at sufferance, at one hundred fifty percent (150%) of the Annual Rent payable during the last month of the Term or the Extended Term thereof, whichever is applicable (prorated on a monthly basis, the "Holdover Rent"), but shall otherwise be subject to all of the terms and conditions of this Lease. Notwithstanding anything to the contrary contained in this Section, the Tenant shall not be deemed to be holding over the Premises in the event that both parties are engaged in good faith negotiations to extend the term of the Lease. The County and the Tenant each agree to give the other party written notice at least thirty (30) days prior to the last day of a monthly term to terminate this holdover tenancy. In the event the Tenant does not vacate the Premises thirty (30) days after County's notice terminating the holdover tenancy and the County re-lets the Leased Premises to a new tenant with a lease term commencing after the date the Tenant is required to vacate the Leased Premises, such failure shall be an Event of Default under Section 11.01 of this Lease.

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

**Section 11.05 Title to Leased Premises & Improvements.** Any fixtures or improvements erected or constructed on the Leased Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written consent of the County. Title to the Leased Premises and improvements is and shall remain vested in the County. All of the Tenant's moveable personal property located in or on the Leased Premises shall remain the property of the Tenant. The Tenant shall have the right at any time during the term of this Lease and upon expiration or termination, to remove all such equipment and property;

provided that the Tenant is not in default of its obligations under the Lease. If the Tenant has been provided with notice of default or breach under this Section 11, the Tenant shall not be entitled to remove any of the Tenant's personal property from the Leased Premises until such default has been cured. Any property affixed to the Leased Premises so that the same may not be removed without material damage to the Leased Premises shall not be removed by the Tenant at any time, but shall become the property of the County upon expiration or earlier termination of this Lease.

**Section 11.06** Payments Received After Termination. No payment received by the County from the Tenant after the termination of this Lease or after the giving of a notice of termination, shall reinstate, continue or extend the Term or any Renewal Term or affect any prior termination notice delivered to the Tenant. The parties agree that after (1) delivery of a notice of termination, (2) commencement of an action for repossession or (3) final judgment that grants the County possession of the Leased Premises, the County may receive and collect any amounts past due and owing under the terms of this Lease, and the collection of such amounts shall not waive any notice previously given or waive such action or judgment.

## ARTICLE XII. ASSIGNMENT AND SUBLETTING

**Section 12.01** Transfers and Assignments by the Tenant. Except as provided below, the Tenant shall not, without the prior written consent of the County: (a) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law; (b) permit any other person or entity to become the Tenant hereunder by merger, consolidation or other reorganization; (c) if the Tenant is an entity other than a corporation whose stock is public traded, permit the transfer of an ownership interest in the Tenant that results in a change in current control of the Tenant; (d) grant any license, concession, or other right of occupancy of any portion of the Leased Premises; or (e) use or permit the use of the Leased Premises by any parties other than the Tenant (any of the prior described events in Section 12.01 (a to e) being a "Transfer"). Any Transfer of this Lease shall require that the Transfer is to (i) a transferee who is commercially reasonable and acceptable to the County; and (ii) the use and occupancy of the Leased Premises and any improvement following the Transfer remains substantially the same as contemplated by this Lease. The Tenant shall provide copies to the County of any and all documents or instruments that effect a Transfer of the Premises. No Transfer shall release the Tenant from its obligations under this Lease, but rather the Tenant and the transferee shall be jointly and severally liable.

**Section 12.02** Subleasing. The Tenant shall not have the right to sublease property within the Leased Premises without the written consent of the County.

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

## ARTICLE XIII. ABANDONMENT

**Section 13.01** Abandonment/Vacation of the Premises. If Tenant abandons or vacates the Leased Premises before the end of the Term (or any renewal or extension thereof), the County may enter the Leased Premises, remove fixtures and personal property of the Tenant and re-let the Leased Premises as it sees fit without terminating this Lease. In addition, the County may

make any repairs, changes, alterations or additions to the Leased Premises as may be necessary or desirable for the purpose of re-letting. If the County cannot obtain rent from such re-letting (after payment of all costs and expenses, including payment of Rent accruing from the date of abandonment) in an amount equivalent to the Rent, then Tenant shall be liable for any such deficiency. If the Tenant neglects to retrieve its personal property from Leased Premises upon abandonment or upon termination or expiration of the Lease, the County may remove and store such personal property (without liability to the Tenant for risk of loss), and the Tenant agrees to reimburse the County on demand, for any and all expenses incurred in such removal and storage, including court costs, attorney's fees and storage charges for the period of time such property remains in storage. The County may, after thirty (30) days' notice to the Tenant, sell such property, in whole or in part, at private sale and without legal process, and apply the proceeds of such sale towards any amounts due from the Tenant to the County and render the surplus, if any, to the Tenant.

#### **ARTICLE XIV. OBLIGATIONS OF THE COUNTY**

**Section 14.01** Quiet Enjoyment. The Tenant shall be entitled to quiet enjoyment of the Leased Premises and County will not interfere with that right, as long as the Tenant pays Rent in a timely manner and performs all other obligations under this Lease. The Tenant acknowledges that its right to enjoy the Leased Premises is subject to the use of the surrounding property for industrial and commercial purposes with the accompanying industrial and commercial noises, odors, smoke, and the danger and nuisance thereof. **EMINENT DOMAIN; CONDEMNATION**

**Section 15.01** General. If the Leased Premises (or a substantial part thereof) are taken in eminent domain, or are conveyed under threat of condemnation proceedings ("a Taking"), then this Lease shall forthwith terminate upon such taking as if the Term expired at the time of such Taking; provided that Rent and any other amounts due under this Lease shall be paid to the County by the Tenant as of the date of such taking.

**Section 15.02** Partial Taking – Tenant's Rights. If any part of the Leased Premises becomes subject to a Taking and such Taking will prevent the Tenant from conducting its business in the Leased Premises in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than one hundred eighty (180) days, then the Tenant may terminate this Lease as of the date of such Taking by giving written notice to the County within 30 days after the Taking, and Rent shall be apportioned as of the date of such Taking. If the Tenant does not terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Leased Premises rendered untenable by the Taking.

**Section 15.03** Partial Taking – County's Rights. If any material portion, but less than all, of the Building becomes subject to a Taking, then the County may terminate this Lease by delivering written notice thereof to the Tenant within thirty (30) days after such Taking, and Rent shall be apportioned as of the date of such Taking. If the County does not terminate this

Lease, then Rent shall be abated on a reasonable basis as to that portion of the Leased Premises rendered untenable by the Taking.

**Section 15.04** Award. If an award is made for a taking of the Leased Premises in condemnation proceedings, the County is entitled to all amounts awarded or paid for such Taking; provided, however, the Tenant may separately pursue a claim (to the extent it will not reduce the County's award) against the condemner for the value of the Tenant's personal property which the Tenant is entitled to remove under this Lease, moving costs, loss of business and other claims it may have.

## **ARTICLE XVI. COMPLIANCE WITH LAWS; ADDITIONAL RULES**

**Section 16.01** Compliance with Laws. Both parties hereto shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules, ordinances, policies, and standards, including but not limited to any County land use or development regulations, all as may be amended from time to time.

**Section 16.02** Additional Rules. The Tenant, its officers, employees, agents and invitees shall comply with the following:

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

to the County.

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

## **ARTICLE XVII. COMPLIANCE WITH LAWS**

**Section 17.01** Taxes. The Tenant is responsible for all taxes assessed against the Tenant's personal property located upon the Leased Premises during the term of this Lease and any sales or other taxes that may be assessed in connection with Tenant's use of the Leased Premises.

**Section 17.02** Non-Discrimination. The Tenant and its successor and assigns shall comply with pertinent statutes, executive orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, religion, sexual orientation, political affiliation or disability be excluded from participating in any activity conducted that is directly or indirectly related to this Lease. The Tenant shall use the Leased Premises in compliance with all requirements imposed by or pursuant to Title 49, Part 21 of the Regulations of the Office of the Secretary of Transportation, the Colorado Anti-Discrimination Act of 1957 and any other laws and regulations respecting discrimination, all as may be amended from time to time. The Tenant and County shall comply with any enforcement procedures as may be demanded by any authority for the purposes of complying with such laws and regulations.

**Section 17.03** Agreements with Other Governmental Authorities. This Lease shall be subject to the provisions and requirements of any existing or future agreement between the County and the United States or the State of Colorado.

**Section 17.04** Energy Conservation Requirements. The Tenant agrees to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

**Section 17.05** Fair Labor Standards Act Requirements. The Tenant shall comply with the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text herein. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Tenant has full responsibility to monitor compliance to the referenced statute or regulation. The Tenant must

address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**Section 17.06** Occupational Safety and Health Act of 1970 Requirements. The Tenant shall comply with the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Tenant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Tenant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Tenant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**Section 17.07** Clean Air and Water Pollution Control Requirements. The Tenant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Tenant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA). The Tenant must include this requirement in all contracts and subcontracts relating to the Leased Premises that exceeds \$150,000.

**Section 17.08** Construction by the County. From time to time, it may be necessary for the County to carry out extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair to the Building and adjacent County Buildings, which programs may inconvenience or temporarily interrupt the Tenant's operations. The County shall give the Tenant at least seven (7) days' notice prior to commencement of such construction only in the event that such construction must necessarily commence in seven (7) days due to the emergency nature of the situation; in all other cases, the County must give the Tenant not less than thirty (30) days prior notice. The County shall use commercially reasonable efforts to minimize any interruption of the Tenant's use of the Leased Premises as permitted under this Lease. The Tenant acknowledges and agrees that such construction may require the Tenant to take a longer route to its Leased Premises during construction.

## ARTICLE XVIII. MISCELLANEOUS

**Section 18.01** County Representative. The Assistant County Manager for Operations and Sustainability and the County Manager, as appointed by the Gunnison Board of County Commissioners, each acting independent of the other, shall be a County Representative for purposes of this Lease.

**Section 18.02** Force Majeure. A party shall not be deemed in violation of this Lease (excluding payment obligations) if such party is prevented from performing any of its obligations by reason of, boycott, embargo, act of nature, act of God, pending litigation or legal proceedings or any other circumstance which is beyond its reasonable control and conditioned on the other party providing reasonable written notice to the other of the circumstance and taking commercially reasonable actions to mitigate any such impact.

**Section 18.03** Brokerage. Neither the County nor the Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease. The Tenant shall indemnify, defend and hold the County harmless from and against all costs, expenses, attorneys' fees, liens and other liability for commissions or compensation claimed by any broker or agent claiming the same, by, through or under the Tenant. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

**Section 18.04** Headings. The Section headings contained in this Lease are for convenience in reference and are not intended to define or limit the scope of any provision.

**Section 18.05** Time of Essence. Time is of the essence in this Lease.

**Section 18.06** Attorneys' Fees. In the event any action or proceeding is brought to take possession of the Leased Premises, breach of any provision of this Lease or to enforce compliance with this Lease for failure to observe any of a party's covenants, the prevailing party shall be awarded reasonable attorneys' fees, expenses and costs.

**Section 18.07** Waiver. Waiver by a party of, or the failure of a party to insist upon, the strict performance of any provision of this Lease shall not constitute a waiver of such party's right or prevent such party from requiring the strict performance of any such provision in the future. Any waiver of an obligation, right, term or provision contained in this Lease must be in writing and signed by the party against whom enforcement is sought.

**Section 18.08** Limitation of Benefit. There are no third-party beneficiaries of this Lease. Without limiting the generality of the preceding sentence, this Lease does not create in or bestow upon any other person or entity not an express party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not an express party to this Lease.

**Section 18.09** Severability. If any provision of this Lease is held invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Lease.

**Section 18.10** Successors. The terms and provisions in this Lease shall extend to and bind the permitted successors and assigns of each party.

**Section 18.11** Non-Exclusive Right. Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right. The County reserves the right to grant to others the privilege and right of conducting activities at the Building. The County reserves the right, during the term hereof, to reduce and reallocate space leased for the exclusive use of the Tenant in any case where the failure to do so might reasonably constitute the granting by the County to the Tenant of an exclusive right. Notwithstanding anything contained herein, this Section shall not be construed to permit the interference with the Tenant's right to the

undisturbed, peaceful and quiet enjoyment of the Leased Premises throughout the Term of this Lease.

**Section 18.12** Notices. All notices required under this Lease shall be in writing and delivered personally, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when actually received. If delivered email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notice shall be delivered to:

If to Tenant:

Gunnison Valley Regional Housing Authority  
202 E. Georgia Ave.  
Gunnison, CO 81230  
Email: [jkermode@gvrha.org](mailto:jkermode@gvrha.org)

If to the County:

Gunnison County  
Attn: John Cattles, Assistant County Manager  
200 E. Virginia Ave.  
Gunnison, CO 81230  
Email: [jcattles@gunnisoncounty.org](mailto:jcattles@gunnisoncounty.org)

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

with a copy to:

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

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

**Section 18.13** Governing Law; Jurisdiction. This Lease shall be governed by, and construed in accordance with, the laws of the State of Colorado without regard to its conflicts of law provisions. The parties submit this Lease and any dispute arising under this lease to the sole and exclusive jurisdiction of the courts in and for Gunnison County, Colorado. Any action to enforce or interpret the provisions of this Lease shall be brought in a court in and for Gunnison County, Colorado.

**Section 18.14** Incorporation of Exhibits, Other Documents. The Exhibits and any applicable County ordinances, resolutions or regulations are incorporated by reference into this Lease and made a part of this Lease. In the event of a conflict between this Lease and the applicable County ordinances, resolutions or regulations, the County ordinances, resolutions or regulations shall control.

**Section 18.15** Entire Agreement. This Lease embodies the entire agreement between the parties concerning the subject matter and supersedes all prior written or oral conversations, proposals, negotiations, understandings and agreements. This Lease may not be altered or modified in any manner whatsoever except by a writing signed by the parties.

**Section 18.16** Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties as creating a relationship of principal and agent, partners, joint venturers or any other relationship. It is understood and agreed that neither the method of computation of fees, nor any other provision contained herein, nor any act of a party creates a relationship other than the relationship of County and the Tenant.

**Section 18.17** No Waiver of Immunity. Nothing in this Lease shall be deemed a waiver of any protections available to the County under the Colorado Governmental Immunity Act, or any similar statutory provision.

**Section 18.18** Counterparts. This Lease may be executed in counterparts, each of which will be deemed an original. Delivery of an executed signature page of this Lease by facsimile or email transmission will constitute effective and binding execution and delivery of this Lease. The County and the Tenant agree to allow the use of electronic signatures for execution of this Lease. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

*[Signatures appear on following page.]*

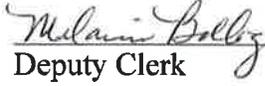
The parties have executed this Commercial Lease Agreement as of the Effective Date listed above.

**LANDLORD:**

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON,

By:   
Jonathan Houck, Chairperson

ATTEST:

  
Deputy Clerk



**TENANT:**

Gunnison Valley Regional Housing  
Authority

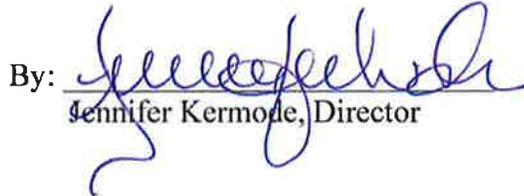
By:   
Jennifer Kermode, Director



EXHIBIT A  
LEASED PREMISES DESCRIPTION  
(APPROXIMATE)

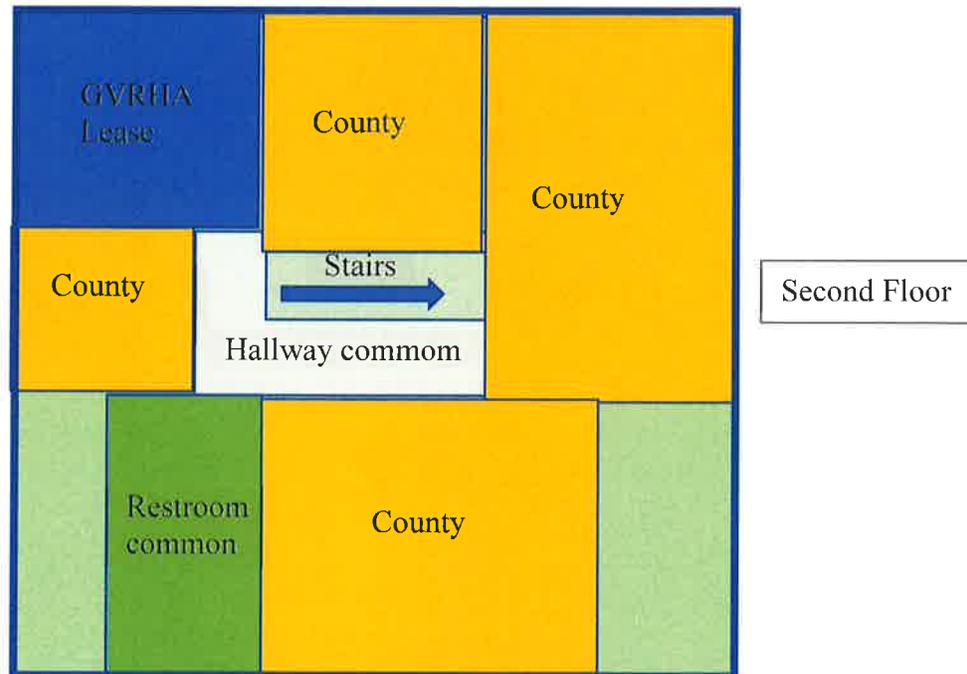
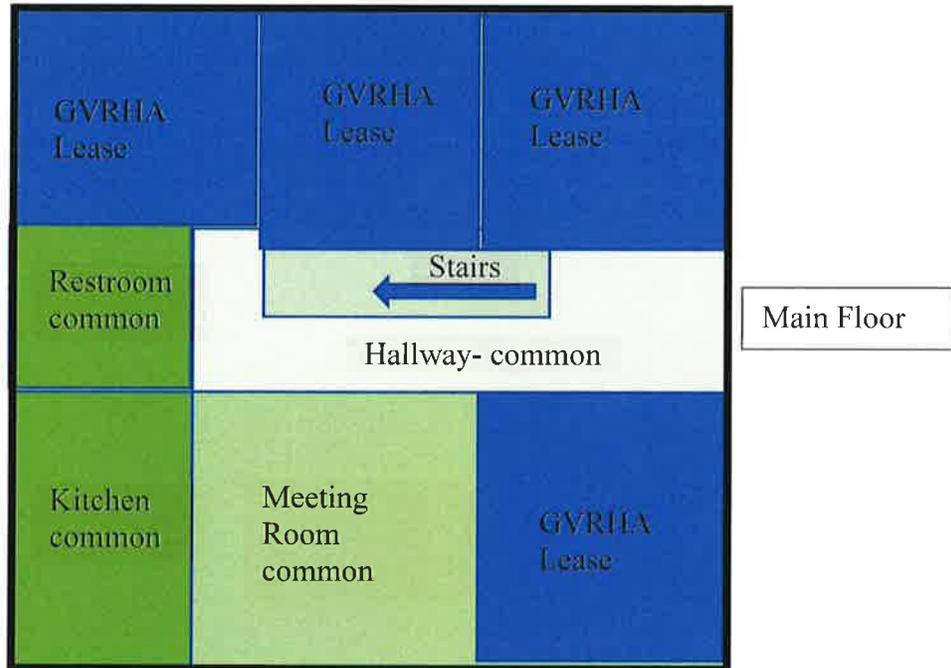


EXHIBIT B

EXISTING FIXTURES, FURNISHINGS, EQUIPMENT

- None

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

**Agenda Item:** Authorization of Agent; Fading West Construction;

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

authorization of agent for Fading West to submit permit applications on behalf of the County

**Fiscal Impact:** 0

**Submitted by:** John Cattles

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 3/2/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 3/2/2023

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 3/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/7/2023

**AUTHORIZATION OF AGENT**

I/We, the undersigned owner(s) of the following described real property located in the City of Gunnison, Colorado, hereby authorize the following individual(s):

Fading West Construction P.O. Box 1878, Buena Vista, CO 81211 719-316-8600  
\_\_\_\_\_  
Name Address Phone

to act in my/our behalf concerning the application for action under the *Land Development Code* of the City of Gunnison.

Legal description and street address of the property for which application is being made:

Lots 1-6, Block 137, West Gunnison Sawtooth Phase 1 plat  
\_\_\_\_\_

Type/s of permit applied for:

- 1) Foundation 3) \_\_\_\_\_
- 2) Building 4) \_\_\_\_\_

FIRST OWNER OF RECORD:

Board of County Commissioners of Gunnison County, Jonathan Houck - Chair  
Printed Name of Property Owner

\_\_\_\_\_  
Signature of Property Owner Date

SECOND OWNER OF RECORD:

\_\_\_\_\_  
Printed Name of Property Owner

\_\_\_\_\_  
Signature of Property Owner Date

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

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**Agenda Item:** Approval for Aspen Valley Land Trust Letter of Sup

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Aspen Valley Land Trust requests a letter of support from BoCC for grant request to GOCO for purchasing the Outward Bound property east of the Town of Marble.

**Fiscal Impact:** 0

**Submitted by:** Mike Pelletier

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 3/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/7/2023

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February 27, 2023

Gunnison County Commissioners  
200 E. Virginia Avenue  
Gunnison, CO 81230

Dear Commissioners,

Aspen Valley Land Trust (AVLT) is seeking a letter of support from the Gunnison County Board of County Commissioners to support a funding request we are submitting to Great Outdoors Colorado (GOCO). AVLT is requesting \$950,000 from Great Outdoors Colorado (GOCO) to support the acquisition of the 42-acre Colorado Outward Bound School (COBS) campus in order to protect its ecological value, keep it operating as an educational property, and open it to even more students. This high-alpine educational property is located in Marble, adjacent to AVLT's fee-owned Chapin Wright Marble Basecamp, which was acquired in 2016 with generous support from GOCO and Gunnison County—including a contribution from the Gunnison Valley Land Preservation Fund.

Due to the potentially significant benefit this project may bring to students in our local school districts, Pitkin County is exploring the possibility of making a financial contribution to this project. Pitkin County's contribution would likely comprise a majority of AVLT's matching requirement for the GOCO application. In order to strengthen our funding requests and demonstrate cross-county collaboration, a financial contribution from Gunnison County would greatly contribute to this projects success.

As such, AVLT is requesting;

- A letter of support for the project, for March 20<sup>th</sup> application submission to GOCO.
- A financial contribution to support the acquisition and activate potential matching funds, contingent upon funding from GOCO and Pitkin County.

AVLT is currently working with our Board of Directors to submit a purchase offer and enter into negotiations with Colorado Outward Bounds. Our offer would be contingent upon adequate fundraising and financial support. We hope to have the property under contract as soon as possible, before it is listed on the open market.

### **History and Background**

This COBS campus ran the first Outward Bound course in America in 1962. Historically, this property has been used by Outward Bound students for a few days prior to heading out on wilderness excursions and then welcomes those same students back to the campus after their wilderness experience. The campus hosts nine bunk cabins, a dining hall with a fireplace and kitchen, gear and tool storage structure, and a bath/shower house. COBS plans to release a request for bids on March 1, 2023.



AVLT's goals and potential uses through the acquisition of this property are compatible with this historical use and include stewarding the outdoor education experience of our adjacent Chapin Wright Marble Basecamp. Since AVLT acquired Marble Basecamp with GOCO's leadership, we have opened this experience up to thousands of children that previously were not served through this program. Used and loved by Aspen Middle Schoolers for fifty years, when the private property went on the market, a middle school teacher stepped up to help save the undeveloped retreat for the next generation of students. With the help of GOCO, AVLT quickly fundraised to save, steward, and run Marble Basecamp. That middle school teacher, Brian Hightower, joined the AVLT staff as our Outdoor Education Coordinator. With an educator at the helm, AVLT has expanded this program to 7 schools across 5 counties (Gunnison, Garfield, Eagle, Pitkin, and Delta) and several nonprofits, reaching thousands of kids.

Shortly after acquiring Marble Basecamp, AVLT held listening sessions with educators, administrators, and community partners to learn how this property could best be used and what barriers to access schools typically encounter. From this input, we created a free, customizable program with all the required infrastructure and optional curriculum offerings. With this model, schools are able to lead a turn-key trip in a pristine setting and focus on their students rather than fundraising and logistical coordination. AVLT also worked extensively with Gunnison County staff to proper secure land use approvals for the property and bring the entire property and operation into compliance with code. AVLT's Marble Basecamp now boasts a new backcountry toilet / OWTS that makes the outdoor education wilderness experience safer and more accessible to our schools.

The acquisition of the COBS campus presents the opportunity not only to protect our existing program but to replicate and expand this turn-key model that emphasizes our partners goals and curriculum to successfully elevate this region's access to outdoor learning.

### **Threats to conservation values and public benefits**

This property is vulnerable to significant development and high-impact use. Marble is a rural town that has seen exponential growth and record-breaking tourism and recreation over the past several years. New commercial projects are underway and could easily take advantage of the sale of this property. The COBS campus consists of 10 buildings, including a dining hall with a commercial kitchen, bunk cabins, staff apartments, and bath houses that would make this an appealing property for a commercial operation to secure, severely altering the land use from a community-focused educational facility. The one-of-a-kind experience we have crafted together with our community at Marble Basecamp is at risk with the sale of this neighboring property. The window to protect this property and the future of outdoor education in this region is small and requires immediate action.

After acquiring the COBS campus, AVLT is in the unique position to be able to forever protect the property in perpetuity as a community outdoor-education campus with a Conservation Easement. AVLT hopes to partner with the Crested Butte Land Trust (CBLT) in this effort and appreciates a strong collaborative relationship with CBLT.



### **Opportunity to enhance partnerships, outdoor education, and community vitality**

Year over year, AVLT has increased the number of students, schools, and nonprofits served through our free outdoor education program in Marble. Even with continuous growth, the unfortunate reality is that many kids are still not able to access these experiences. The COBS campus would offer use to a wider variety and capacity of community members than we are currently able to provide.

AVLT has identified and initiated discussions with nine potential partners, including local school districts and Latino and/or Hispanic-led organizations about planning potential uses and equity considerations for this campus. One barrier to access already identified is COBS fee-based model. To remove this barrier to access, as we practice at Marble Basecamp, combined with the increased accessibility offered through building structures, thousands of local students and community members could be reached. Lowering the entry point of access with bunk houses, a kitchen, and a dining hall allows more educators and partners to consider this resource for their students.

#### **Request: Letter of Support**

AVLT is actively working with GOCO staff on a request for financial support through GOCO's Land Acquisition program. As required by GOCO, we are requesting a letter of support from the Gunnison Board of County Commissioners. Due to the urgent timeline of the sale, GOCO is requesting a final application complete with letters of support by March 20<sup>th</sup>, 2023.

#### **Request: Financial Contribution**

Financial support from Gunnison County would not only greatly increase the likelihood of acquisition, it would contribute exponentially to the enthusiasm and momentum needed to make this collaborative effort a success. After the property is secured under contract, AVLT would like to work with the County to explore funding opportunities.

AVLT is graced with an opportunity to increase our outdoor education reach to a broader community and bring a substantial public benefit to the Crystal River Valley. We are grateful to Gunnison County for our history of partnership on community conservation projects in the past, and look forward to future projects that will forever benefit this region.

Sincerely,

**Bud Tymczyszyn** (*tim-chiz-in*)

Stewardship Director  
Aspen Valley Land Trust  
bud@avlt.org  
909-499-5038 (cell)

February 28, 2023

Great Outdoors Colorado (GOCO)  
303 E. 17th Avenue, Suite 1060  
Denver, CO 80203

RE: Support for Aspen Valley Land Trust's Campaign to Save the Marble COBS Campus

Dear Board of Great Outdoors Colorado,

We the undersigned Gunnison County Commissioners are writing in support of the Aspen Valley Land Trust's (AVLT) request for \$950,000 from GOCO's Land Acquisition Fund to acquire and forever protect the historic Colorado Outward Bound School campus in Marble. Gunnison County has supported AVLT's efforts to advance free and accessible outdoor education in the Upper Crystal River Valley in the past and we believe that AVLT's current campaign is crucial for protecting key wildlife habitat and advancing opportunities for a diverse group of young people in the Upper Crystal River Valley.

Our *Upper Crystal River Master Plan* lists twelve "Common Community Core Values" and seven key goals for the region. We believe that AVLT's efforts to protect the 42-acre property and open its use up to more students from across the region is aligned with and advances all our stated community values and goals. This project greatly advances our top three stated community values from the *Upper Crystal River Master Plan*:

1. We value our independence, individuality, and the challenge & responsibility of living in the Upper Crystal River Valley.
2. We value our open spaces, our pristine environment, and our access to natural lands.
3. We value our children and the educational opportunities we have developed for them.

The Marble outdoor education property represents an important legacy for the Upper Crystal River Valley that is worth protecting and advancing in perpetuity. Gunnison County is proud to be home to such a rich legacy of outdoor education in Colorado and beyond. By forever protecting and activating the historic outdoor education campus, we strongly believe we can build upon that legacy to grow the next generation of land stewards and community leaders in the Upper Crystal River Valley.

The Gunnison County Board of Commissioners voted on \_\_\_ day of March 2023 to actively support this project. We are also pleased to know that AVLT is applying to the Gunnison Valley Land Preservation Board for additional matching funds for the project. We encourage you to fully fund Aspen Valley Land Trust's GOCO funding request to purchase and forever protect the Colorado Outward Bound School Campus.

Sincerely,

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

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**Agenda Item:** Approval for proposed Resolution 2023-7; A Resolut

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

**Parties to the Agreement:**

**Term Begins:** March 21,2023

**Term Ends:**

**Grant Contract #:**

**Summary:**

This annual restriction protects the road from damage while allowing residents to continue to access their property through a locked gate. Emergency responders are notified and given access. Public Works continues to make improvements on this road in hopes of not needed this resource closure

**Fiscal Impact:**

**Submitted by:** MARTIN SCHMIDT

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 3/3/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 3/3/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\jcattles

Discharge Date: 3/3/2023

Consent Agenda     Regular Agenda     Worksession

Time Allotted:

Agenda Date: 3/7/2023

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

**RESOLUTION NO. 23-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING TEMPORARY SEASONAL CLOSURE AND  
WEIGHT RESTRICTION FOR A PORTION OF COUNTY ROAD 38 ALSO KNOWN  
AS GOLD BASIN ROAD**

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado, (hereinafter the “Board”) has the legal authority to regulate and control the use of certain highways and roads in Gunnison County, Colorado; and

WHEREAS, pursuant to C.R.S. § 42-4-111 (1)(v) and C.R.S. §18-9-117(1)(b),(c), and (f) the Board has the authority to adopt temporary regulations as may be necessary to cover special conditions; and

WHEREAS, Colo. Rev. Stat. §§ 42-1-102(43) and 42-4-106 authorize Gunnison County to prohibit the operation of identified vehicles on any road open to use of the public for purposes of vehicular travel for a total period not to exceed ninety (90) days in any one calendar year, whenever roads within the County will be seriously damaged due to the use of certain vehicles;

WHEREAS, as a result of the winter thaw there is a certain portion of County Road 38 also known as Gold Basin Road (hereinafter “County Road 38”), that has deteriorated and there is resource damage; and

WHEREAS, that certain portion of County Road 38 that has deteriorated is located beyond the end of the asphalt beginning at the parking area known as “Bambi Parking Area” south to the Saguache County line; and

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 38, temporary closure to the public has been recommended for the season beginning March 21, 2023 through May 15, 2023 or sooner if conditions allow; and

WHEREAS, the Board acknowledges that it is necessary that property owner(s) and occupant(s) of adjacent lands are able to access their land; and

WHEREAS, adjacent property owner(s) and occupant(s) of adjacent lands shall be exempt from the closure of that portion of County Road 38. HOWEVER, those adjacent property owner(s) and occupant(s) of adjacent lands shall be subject to the road weight restriction of a ten (10) ton load limit per vehicle for that portion of County Road 38; and

WHEREAS, closure of County Road 38 will not adversely affect health and safety nor will it cause substantial injury to the owner(s) or occupant(s) of adjacent land(s); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that certain portion of County Road 38 located beyond the end of the asphalt beginning at the parking area known as "Bambi Parking Area" south to the Saguache County line shall be and hereby is temporarily closed to the public for the season beginning March 21, 2023 through May 15, 2023 or sooner if conditions allow with an exception for adjacent property owner(s) and occupant(s) of adjacent lands who are exempt from the closure of that portion of County Road 38. HOWEVER, those adjacent property owner(s) and occupant(s) of adjacent lands shall be subject to the road weight restriction of a ten (10) ton load limit per vehicle for that portion of County Road 38.

INTRODUCED by Commissioner \_\_\_\_\_, seconded by

Commissioner \_\_\_\_\_, and adopted this \_\_\_\_ day of March, 2023.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By \_\_\_\_\_  
Jonathan Houck, Chairperson

By: \_\_\_\_\_  
Elizabeth K Smith, Vice Chairperson

By: \_\_\_\_\_  
Laura Puckett Daniels, Commissioner

ATTEST:

\_\_\_\_\_  
Deputy County Clerk



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

**RESOLUTION NO. 22-15**

**A RESOLUTION AUTHORIZING TEMPORARY SEASONAL CLOSURE AND  
WEIGHT RESTRICTION FOR A PORTION OF COUNTY ROAD 38 ALSO KNOWN  
AS GOLD BASIN ROAD**

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado, (hereinafter the "Board") has the legal authority to regulate and control the use of certain highways and roads in Gunnison County, Colorado; and

WHEREAS, pursuant to C.R.S. § 42-4-111 (1)(v) and C.R.S. §18-9-117(1)(b),(c), and (f) the Board has the authority to adopt temporary regulations as may be necessary to cover special conditions; and

WHEREAS, Colo. Rev. Stat. §§ 42-1-102(43) and 42-4-106 authorize Gunnison County to prohibit the operation of identified vehicles on any road open to use of the public for purposes of vehicular travel for a total period not to exceed ninety (90) days in any one calendar year, whenever roads within the County will be seriously damaged due to the use of certain vehicles;

WHEREAS, as a result of the winter thaw there is a certain portion of County Road 38 also known as Gold Basin Road (hereinafter "County Road 38"), that has deteriorated and there is resource damage; and

WHEREAS, that certain portion of County Road 38 that has deteriorated is located beyond the end of the asphalt beginning at the parking area known as "Bambi Parking Area" south to the Saguache County line; and

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 38, temporary closure to the public has been recommended for the season beginning March 21, 2022 through May 15, 2022 or sooner if conditions allow; and

WHEREAS, the Board acknowledges that it is necessary that property owner(s) and occupant(s) of adjacent lands are able to access their land; and

WHEREAS, adjacent property owner(s) and occupant(s) of adjacent lands shall be exempt from the closure of that portion of County Road 38. HOWEVER, those adjacent property owner(s) and occupant(s) of adjacent lands shall be subject to the road weight restriction of a ten (10) ton load limit per vehicle for that portion of County Road 38; and

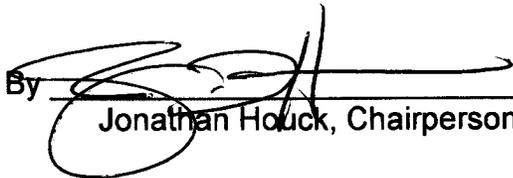
WHEREAS, closure of County Road 38 will not adversely affect health and safety nor will it cause substantial injury to the owner(s) or occupant(s) of adjacent land(s); and

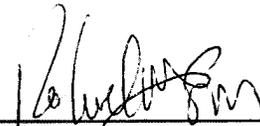


NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that certain portion of County Road 38 located beyond the end of the asphalt beginning at the parking area known as "Bambi Parking Area" south to the Saguache County line shall be and hereby is temporarily closed to the public for the season beginning March 21, 2022 through May 15, 2022 or sooner if conditions allow with an exception for adjacent property owner(s) and occupant(s) of adjacent lands who are exempt from the closure of that portion of County Road 38. HOWEVER, those adjacent property owner(s) and occupant(s) of adjacent lands shall be subject to the road weight restriction of a ten (10) ton load limit per vehicle for that portion of County Road 38.

INTRODUCED by Commissioner Mason, seconded by  
Commissioner Houck, and adopted this 15<sup>th</sup> day of March, 2022.

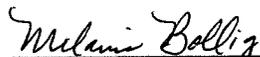
BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By:   
Jonathan Houck, Chairperson

By:   
Roland Mason, Vice Chairperson

By: [ABSENT]  
Elizabeth K Smith, Commissioner

ATTEST:

  
Deputy County Clerk



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

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**Agenda Item:** Approval Professional Services Agreement; MGT of A

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**Action Requested:** County Manager Signature

**Parties to the Agreement:** MGT of America Consulting, LLC

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Require signature on consulting contract for annual cost allocation calculation

**Fiscal Impact:** 5750

**Submitted by:** Perry Solheim

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 2/28/2023

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 3/1/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 3/1/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 3/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/7/2023

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## PROFESSIONAL SERVICES AGREEMENT

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

### AGREEMENT

In consideration of the mutual covenants and obligations set forth in this Agreement, the parties agree as follows:

#### 1. SERVICES.

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

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

#### 2. TERM.

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

#### 3. STRATEGIC RESULT.

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

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

In consideration and exchange for Contractor’s performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed five thousand seven

hundred fifty and No/100 U. S. Dollars (\$5,750) (“Compensation”). Payment shall be made by Gunnison County to Contractor within thirty (30) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days’ written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

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

#### 5. INSURANCE.

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

- a. Worker’s Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- 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). By way of example only, an automobile policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

- 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). By way of example only, a professional liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

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 versus 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 parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars (\$424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars (\$1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars (\$424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

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 an INDEPENDENT CONTRACTOR is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.** Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

#### 7. TAXES, LICENSES, PERMITS AND REGULATIONS.

Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary to provide the Services, unless otherwise specified by the County in writing.

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included in the Compensation. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption.

#### 8. 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 acts, failure to act, 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 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.

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

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

#### 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. PANDEMICS.

The Contractor shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Contractor is expected to implement any such changes necessary to comply with such orders. Failure to abide by such requirements may result in termination of the Agreement.

#### 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. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.
- 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. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C.

1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the County in relation to this Agreement.

- 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 fifteen (15) calendar 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 Covid-19, or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

21. NOTICES.

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

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

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

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

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

## 22. GOVERNING LAW.

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

## 23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

## 24. ENTIRE AGREEMENT.

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

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

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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.

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("PII") under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County's PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq.* Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

26. PUBLIC RECORD.

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

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: \_\_\_\_\_  
John Cattles  
Assistant County Manager

ATTEST:

\_\_\_\_\_  
Deputy Clerk

CONTRACTOR

  
By: \_\_\_\_\_  
Patrick J. Dyer, VP of Financial Services

APPENDIX “A”

SCOPE OF SERVICES

The County will receive from MGT consultants the following services:

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

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

**Agenda Item:** Approval for Amendment to Contractor Agreement; Tr

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

**Parties to the Agreement:**

**Term Begins:** Aug 1 2021

**Term Ends:**

**Grant Contract #:** 2021 - 137

**Summary:**

HHS requests contract amendment for TriCounty Health Network due to HRSA extending our contract and approving a budget revision.

**Fiscal Impact:**

**Submitted by:** Margaret Wacker

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 3/3/2023

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 3/1/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 3/1/2023

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 3/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/7/2023

## Amendment to Contractor Agreement

This Amendment to the Contractor Agreement modifies that certain Contractor Agreement (“Agreement”) between the Board of County Commissioners of Gunnison County, hereinafter referred to as “Gunnison County”, and the Tri-County Health Network, hereinafter known as “Contractor” or “Grant Sub-Recipient”, made effective by Gunnison County on August 1, 2021.

WHEREAS, the Agreement was signed for the purpose of enhancing local community-based workforces to increase access to COVID-19 vaccinations; and

WHEREAS, funding for this purpose was originally received by Gunnison County via a Notice of Award (“Award”) from the United States Department of Health and Human Services Health Resources and Services Administration (“HRSA”) on July 21, 2021 under FAIN# G3242612 and award number 1 G32HS42612-01-00; and

WHEREAS, the HRSA modified the Award by extending the end date to 7/30/2023 and changing funding; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, Gunnison County and the Grant Recipient do hereby agree to amend the Agreement as follows:

1. TERM: The termination date of the Agreement as identified in Section 2 shall be extended to July 30, 2023.
2. COMPENSATION, BONUS AND EXPENSES: The funding amount for the Agreement as identified in Section 4 shall be increased from one hundred twenty-seven thousand and No/100 U.S. Dollars (\$127,000.00) to one hundred fifty thousand and No/100 U.S. Dollars (\$150,000.00).

IN WITNESS HEREOF, the parties hereto agree to the foregoing Amendment.

APPROVED on \_\_\_\_\_, 2023 by the Gunnison County and the Grant Sub-Recipient.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

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

Jonathan Houck, Chairperson

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

Elizabeth Smith, Vice Chairperson

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

Laura Puckett Daniels, Commissioner

ATTEST:

\_\_\_\_\_

Deputy Clerk

Tri-County Health Network representative:

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

Lynn R. Borup, Executive Director

## CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the 1 day of August 2021, 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 Tri-County Health Network, whose address is PO Box 4178 Telluride CO 81435 (herein "Contractor").

### RECITALS

The Contractor desires to provide professional services regarding Vaccination Community Outreach and Vaccination Events in Montrose and Delta counties ("Services").

Gunnison County desires to engage Contractor to provide Services as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A" ("Services").

### AGREEMENT

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

#### 1. SERVICES.

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

#### 2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on July 30, 2022, unless sooner terminated or replaced as provided herein.

#### 3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its strategy that Gunnison County will promote optimal community and family health, safety and wellbeing through

an integrated Health and Human Services team as outlined in the Gunnison County Strategic Plan.

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

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed one-hundred and twenty-seven thousand and No/100 U. S. Dollars (\$127,000.00). Payment shall be made by Gunnison County to Contractor within 15 days of receipt of an invoice.

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

#### 5. SUBJECT TO ANNUAL APPROPRIATIONS. *[This section shall only apply if the term in Section 2 is longer than one 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 Section 15 of this Agreement.

#### 6. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars (\$387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000.00).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars (\$387,000.00) for any injury to one person in any

single occurrence and in an amount no less than One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000.00) for any injury to two or more persons in any single occurrence.

- d. Professional Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars (\$387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000.00).

## 7. INDEPENDENT CONTRACTOR.

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

**Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.** Further, Contractor is obligated to pay federal and state income tax on any moneys paid it related to the services.

## 8. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees that Gunnison County, its Commissioners, officers, directors, agents and employees, shall not be held liable for any 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 the Contractor's officers, directors, employees, subcontractors and agents in connection with this Agreement.

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination or expiration.

- 9. SOLE SOURCE CONTRACTS. *[This section shall only apply if this is a sole source contract or contract with the State of Colorado and exceeds \$100,000.00 annually.]*

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.

#### 10. 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.

#### 11. 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.

## 12. ADA 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.

## 13. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

## 14. DELEGATION AND ASSIGNMENT.

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

## 15. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Exhibit A.

#### 16. 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: Tri-County Health Network  
Attn: Executive Director  
PO Box 4178  
Telluride CO 81435

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.

#### 17. GOVERNING LAW.

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

#### 18. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

19. ENTIRE AGREEMENT.

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

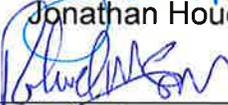
20. PUBLIC RECORD

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act.

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

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By:   
Jonathan Houck, Chairperson

By:   
Roland Mason, Vice Chairperson

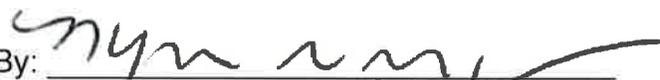
By:   
Elizabeth Smith, Commissioner

ATTEST:

  
Deputy Clerk



TRI-COUNTY HEALTH NETWORK

By:   
Lynn R. Borup, Executive Director

## APPENDIX "A"

### SCOPE OF SERVICES

Contractor shall perform and provide the following services:

- 1) Hire Community Health Workers (CHW) to perform the following activities
  - a. perform outreach to vulnerable populations on COVID 19 vaccination opportunities and related resources.
  - b. Connect vulnerable populations to clinics and agencies providing COVID 19 vaccination services, assisting to make appointments as necessary, and identifying resources to address barriers, such as transportation.
  - c. Outreach will occur by phone, at in person events, or consist of other activities that meet the needs of the community.
  - d. Promote COVID 19 vaccination resources, including distributing fliers, or other COVID 19 related material relevant to the county served, including utilizing social media platforms.
  - e. Attend at least 10 vaccination clinics (events) in Delta County through the course of the contract in partnership with organizations offering vaccination.
  - f. Connect organizations offering vaccinations with events that vulnerable populations will attend.
  - g. Utilize HRSA survey instruments to measure progress, including survey of CHW, survey on outreach activities, and individual survey of vaccinated clients.
  - h. Connect with other regional CHWs quarterly by phone or video conference, as provided by regional Staff.
- 2) Invoicing will occur by the 15<sup>th</sup> of the month following and will include documentation of expenses. Documentation will include:
  - a. Timesheets, invoices, receipts, travel forms with mileage (not to exceed Federal mileage rate), gift card monitoring forms.
- 3) Quarterly Check-ins with HRSA Project Manager will be attended by Contractor in order to discuss progress and any challenges.

Gunnison County will:

- 1) Review monthly invoices and documentation for accuracy and notify Contractor within 7 days of receiving invoice of any questions. Upon receiving complete and accurate invoices with documentation, Gunnison County will pay Contractor within 15 days of review and receipt of accurate invoice and documentation.

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

**Agenda Item:** Approval for LENA Foundation Grow Grant Funds (Dan

**Action Requested:** County Manager Signature

**Parties to the Agreement:** LENA Foundation

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The LENA Foundation would like to award funding, \$19,439, to HHS and the ECC for a new program to improve infant toddler interactions in classrooms.

**Fiscal Impact:**

**Submitted by:** Margaret Wacker

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 3/3/2023

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 3/1/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 3/1/2023

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 3/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/7/2023

**LENA  
PROGRAM AGREEMENT**

This **LENA PROGRAM AGREEMENT** (the “**Agreement**”) is entered into as of the Effective Date set forth below, by and between LENA Foundation (“**LENA**”), and the party identified below (“**Client**”).

<b>Effective Date:</b>	_____, 2023
<b>Initial Term:</b>	12 months
<b>Client Information:</b>	<b>Organization Name:</b> <u>Gunnison-Hinsdale Early Childhood Council</u> <b>Address:</b> <u>220 N. Spruce Street, Gunnison, CO 81230</u> <b>EIN:</b> _____
<b>Client Primary Contact:</b>	<b>Contact:</b> <u>Margaret Wacker</u> <b>Phone:</b> <u>970-641-3244</u> <b>Fax:</b> _____ <b>E-mail:</b> <u><a href="mailto:mwacker@gunnisoncounty.org">mwacker@gunnisoncounty.org</a></u>

LENA has developed the *LENA System*™ for use in measuring and improving children’s natural language environment, and it is an integral part of either a LENA-developed and Client-implemented program (specifically, *LENA Start*®, *LENA Home*™, or *LENA Grow*™) or a Client-designed study, intervention, initiative or program, (in either case, the “**Program**”). Client will offer one or more Programs to either families and children or organizations employing caregivers and teachers caring for children (in either case, “**Participants**”), and LENA is willing to provide Client with certain services and resources relating to the Program (as further defined below, “**Services**” and “**Resources**,” respectively). The Program will be provided by Client in accordance with the terms of this Agreement and any then-current LENA-developed guidelines and documentation that may be applicable to the Program (“**Guidelines**”).

The initial Services and Resources to be provided by LENA are set forth in the initial order attached to this Agreement as **Exhibit A**. Additional Services and Resources will be as set forth in additional written orders placed by Client and agreed to by LENA under this Agreement (the initial order and any additional order, each an “**Order**”). All Services and Resources provided by LENA to Client will be governed by the terms of this Agreement and the Orders applicable to those Services and Resources. All Orders will include a reference to this Program Agreement. Any pre-printed terms included on any Order or other purchase document will not have any force or effect on LENA and will not alter or amend the terms of this Agreement, unless such terms are expressly agreed upon by LENA in an amendment to this Agreement.

This Agreement consists of: (1) this cover page, (2) the attached Terms and Conditions, and (3) all Orders entered into under this Agreement (all of which are incorporated in and made a part of this Agreement). The provisions of the Terms and Conditions will control with respect to the rights and obligations of the parties under any Order in the event of a conflict between the Terms and Conditions and any Order. If there is a conflict between these Terms and Conditions and any other agreement between the parties, these Terms and Conditions will control.

This Agreement is the entire agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties. This Agreement may be executed in one or more counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any copy of this page delivered by fax machine or in PDF via e-mail will be binding to the same extent as an original copy of this page.

**CLIENT HAS READ AND AGREES TO BE BOUND BY THIS AGREEMENT, INCLUDING ALL TERMS CONTAINED ON THE FOLLOWING PAGES HEREOF, AS OF THE EFFECTIVE DATE NOTED ABOVE.**

<b>FOR LENA:</b> <b>LENA Foundation</b>  Signed: _____  Name: <u><b>Stephen M. Hannon</b></u> Title: <u>President and CEO</u>	<b>FOR CLIENT:</b> <u><b>Gunnison-Hinsdale Early Childhood Council</b></u>  Signed: _____  Name: _____ Title: _____
---	---

## Terms and Conditions

- 1. TERM.** The term of this Agreement will begin on the Effective Date and will continue for the Initial Term set forth on the cover page to this Agreement. Following the Initial Term, the term of this Agreement will renew for additional successive 1 year renewal terms, unless either party provides the other party with notice of its intent not to renew this Agreement at least 60 days prior to the end of the Initial Term or any subsequent renewal term.
- 2. CLIENT REPRESENTATIVE.** Client will appoint a principal representative who will be the primary contact with LENA. Client's representative will have all necessary authority to make commitments on behalf of Client under this Agreement and be available or have a backup.
- 3. SERVICES AND RESOURCES.** Subject to the terms and conditions of this Agreement, LENA will use commercially reasonable efforts to provide Client with the Services and Resources included in each Order entered into under this Agreement. Services and Resources not included in Orders entered into under this Agreement are outside of the scope of this Agreement. Additional terms applicable to Services and Resources are included in **Exhibit B** and in Orders applicable to those Services and Resources.
- 4. BRANDING.** During the term of this Agreement, and subject to compliance with the terms of this Agreement, Client is authorized to use the trademarks and service marks of LENA ("**LENA Marks**") solely in connection with offering and providing the Program under this Agreement. All use of the LENA Marks will be in accordance with this Agreement. LENA reserves all rights in and to the LENA Marks not expressly extended to Client in this Section. The LENA Marks and all goodwill therein, including any goodwill generated through any use of the LENA Marks by Client, will remain the sole and exclusive property of LENA.
- 5. FEES AND PAYMENT.** Client will pay all fees (including any minimum fees) set forth on each such Order ("**Fees**") when due. Payment of all Fees will be subject to the terms of the Order containing those Fees. Each party will bear all expenses incurred by that party under this Agreement and any taxes or other governmental charges imposed on that party in connection with this Agreement. LENA reserves the right to adjust any Fees under this Agreement by providing notice to Client at least 90 days prior to the end of the then-current term of this Agreement, any adjustment to the Fees will be applicable upon the start of the subsequent renewal term of the Agreement.
- 6. PUBLICITY AND PUBLIC ANNOUNCEMENTS.** Each party will provide the other party with a reasonable opportunity to review any publicity, press release, advertising, announcement, or public statement relating to this Agreement or, if the Program is *LENA Start*, *LENA Home*, or *LENA Grow*, the Program offered under this Agreement prior to public release. Except to the extent required by law, neither party will release any such public statement if the other party reasonably objects to the content of that statement. The parties will work together in good faith to make any reasonable changes to any such public statement prior to release necessary to address any objections of either party.
- 7. WARRANTIES.**

  - 7.1 General.** Each party represents, warrants, and covenants to the other party that: (a) it has full power and authority to enter into this Agreement; (b) this Agreement will not conflict with or result in a breach of any other agreement by which it is bound; (c) it will comply with all laws, rules, and regulations applicable to its performance under this Agreement; and (d) this Agreement is a legal and valid obligation binding upon it and enforceable in accordance with its terms.
  - 7.2 Performance.** LENA will use reasonable efforts to provide all Services and Resources to Client under this Agreement. If LENA fails to provide any Service or Resource as required, LENA will, at its sole discretion and as Client's sole remedy, re-provide any Service or Resource or refund any Fees attributable to the failure.
  - 7.3 Additional.** Client represents to LENA that Client will: (a) refrain from any unethical conduct or any other conduct that may damage or tarnish the reputation of LENA; (b) make no false or misleading representations or statements concerning LENA; and (c) not, without LENA's prior written approval, make any representation, warranty, or guarantee concerning LENA. Client agrees that the Program is not intended to provide medical advice, medical services, or other medical treatments. Client will not provide any medical advice, medical services, or other medical treatments through the use of the Services or Resources.
- 8. DISCLAIMER.** THE WARRANTIES SET FORTH IN SECTION 7 ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY LENA UNDER THIS AGREEMENT AND LENA SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE PROGRAM, SERVICES, RESOURCES AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY OR MERCHANTABILITY. USE OF THE SERVICES OR SERVICES TO OFFER THE PROGRAM DOES NOT CREATE A PROFESSIONAL RELATIONSHIP BETWEEN CLIENT AND LENA (OR LENA AND ANY PARTICIPANT). THE PROGRAM AND THE SERVICES AND RESOURCES DO NOT PROVIDE MEDICAL OR OTHER PROFESSIONAL ADVICE AND ARE NOT INTENDED TO ENABLE CLIENT TO PROVIDE MEDICAL OR OTHER PROFESSIONAL ADVICE. THE PROGRAM AND THE SERVICES AND RESOURCES ARE NOT INTENDED TO BE A SUBSTITUTE FOR MEDICAL OR OTHER PROFESSIONAL ADVICE, DIAGNOSIS, TREATMENT, OR RECOMMENDATIONS.

**9. INDEMNIFICATION.** Except to the extent caused by the negligence of LENA, Client will indemnify, hold harmless and defend LENA (and its officers, directors, employees, contractors, and agents) from and against any damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) incurred in connection with or as a result of: (1) any breach by Client of the terms and conditions of this Agreement; (2) any claim or allegation made by any Participant with respect to the Program; (3) damage to property or injury to or death of any person directly or indirectly caused by Client; and (4) the gross negligence or willful misconduct of Client. LENA agrees to give Client prompt notice of any claim subject to this Section.

**10. LIMITATION OF LIABILITY.** LENA WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), INCLUDING, BY WAY OF EXAMPLE, LOST REVENUE, LOST PROFITS, BUSINESS INTERRUPTION, AND INJURY TO REPUTATION, EVEN IF LENA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF LENA RELATING TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID TO LENA BY CLIENT UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO SUCH LIABILITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE.

**11. TERMINATION AND SUSPENSION.**

**11.1 Termination for Breach.** This Agreement may be terminated by either party if the other party materially breaches any provision of this Agreement and fails to cure the material breach within 30 days after receiving notice thereof from the non-breaching party.

**11.2 Suspension.** Without limiting LENA's right to terminate this Agreement, LENA may suspend Client's right to access to any Services or Resources upon any actual, threatened, or suspected breach of this Agreement or applicable law or upon any other conduct deemed by LENA to be detrimental or harmful to the Program or any Participant or third party.

**11.3 Effect of Termination or Expiration.** Termination or expiration of this Agreement will automatically terminate any Orders then pending under this Agreement. Termination or expiration of this Agreement will not relieve either party of any rights or obligations accruing prior to such termination or expiration. Upon any termination or expiration of this Agreement: (a) Client will wind-up the Program at the time of such termination or expiration; and (b) following winding-up of the Program, or immediately in the case of any termination by LENA under Section 11.1, (i) Client will cease using all Services and Resources, (ii) LENA may cease providing all Services and Resources, provided that LENA will permit Client a reasonable period of time not to exceed 10 business days to download all Client data from LENA Online; (iii) any Fees owed to LENA under this Agreement before such termination will be immediately due and payable; (iv) Client will promptly return to LENA or (at the request of LENA) destroy, all Resources not sold to Client and any other property and equipment of LENA in Client's possession or control, including all copies thereof; and (v) upon the request of LENA, Client will certify in writing to its compliance with this Section. Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 will survive any termination or expiration.

**12. OWNERSHIP.** All intellectual property rights throughout the world, including all copyrights, trademarks, trade secrets, patents and other intellectual and proprietary rights ("**Intellectual Property**") included in and relating to any Services or Resources and all modifications, enhancements, improvements or new versions are and will remain the sole property of LENA. By providing any Services or Resources to Client, LENA does not convey any license or other rights to any such Intellectual Property, including any right to copy, reproduce, make, modify, or otherwise use any Service or Resource, except as set forth in this Agreement. Client will immediately notify LENA of any infringement, misappropriation, or other violation or improper action with respect to the Services, Resources, or any such Intellectual Property of LENA that comes to the attention of Client.

**13. DATA PRIVACY AND DATA SECURITY.** Client acknowledges and agrees that Client will have access to certain data and information provided by the Participants taking part in the Program, including Participant Recordings ("**Participant Data**"). Client agrees to use Participant Data for purposes of providing the Program in accordance with the terms of this Agreement and subject to LENA's data privacy policy available at <https://www.lena.org/privacy-policy/> ("**Privacy Policy**"). LENA may collect, use, and share Participant Data and other information and content obtained in connection with the Program or the Services or Resources in accordance with the terms of the Privacy Policy. LENA will maintain commercially reasonable organizational, technical, and administrative measures to safeguard against unauthorized access, misuse, loss, disclosure, alteration, and destruction of Participant Data and other Client Data hosted by LENA through its Services and Resources.

**14. FORCE MAJEURE.** Neither party will be held responsible for failure or delay in the performance of any obligation under this Agreement if such failure or delay is due to acts of God or governmental authority, war, terrorism, strikes, boycotts, labor disputes, fire or other loss of facilities, accident or any other cause beyond its control. If the performance of any obligation under this Agreement by either party is prevented, restricted or interfered with by any such event, that party will use commercially reasonable efforts under the circumstances to give prompt notice to the other party and resume performance under this Agreement as soon as possible.

**15. DISPUTE RESOLUTION.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Denver, Colorado, before either one or three arbitrator(s), with the final number of arbitrators agreed to by the parties. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

**16. ADDITIONAL TERMS.** This Agreement may not be modified except by the written agreement of the parties. The waiver by LENA of a breach of any provision of this Agreement by Client will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is held by any court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. The parties are independent contractors, and nothing in this Agreement will be construed as creating an employer-employee relationship, franchisee-franchisor relationship, partnership, or joint venture between the parties. Neither party is an agent of the other and neither party is authorized to make any representation, contract, or commitment on behalf of the other party. No term of this Agreement will be construed to confer any third-party beneficiary rights on any non-party. Client may not assign, delegate or transfer, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement without LENA's prior written consent. Any such assignment, delegation or transfer in violation of this Section will be null and void. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address for each party first set forth above, and will be effective upon receipt or 3 business days after being deposited in the mail, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party. This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado U.S.A. without reference to its choice of law pursuant to the Dispute Resolution clause (Section 15). Each and every right and remedy hereunder is cumulative with each and every other right and remedy herein or in any other agreement between the parties or under applicable Law. The words "include," "includes" and "including" means "include," "includes," or "including," in each case, "without limitation."

***[End of Terms and Conditions]***



LENA Foundation  
 361 Centennial  
 Parkway  
 Suite 100  
 Louisville CO 80027  
 United States

QUO01435

Margaret Wacker  
 Gunnison County  
 220 N. Spruce Street  
 Gunnison CO 81230  
 United States

**Exhibit A Total**

**\$0.00**

Date	Terms	Expires	LENA Contact	Shipping Method
1/13/2023	Net 30	2/28/2023	Caitlyn Stafford	FedEx

Quantity	Item	Rate	Amount
1	<b>LENA Grow One Time Setup</b> Includes webinar training and 3 Coach Kits. Discount provided off of list for Colorado Early Childhood Councils.	\$5000.00	\$5,000.00
8	<b>LENA Grow Room Fee v3</b> Includes LENA Grow materials, software, processing, curriculum, and resources. Usage period is one year from signing.	\$250.00	\$2,000.00
45	<b>LENA Device</b>	\$219.00	\$9,855.00
100	<b>LENA Clothing</b> Actual sizes and styles to be determined prior to shipping.	\$22.50	\$2,250.00
	<b>Grant Funds</b> Application of Daniels Fund grant. Funds agreement form must be signed for these funds to be applied.	-\$19439.00	(\$19,439.00)

**SIGN HERE to approve:** \_\_\_\_\_

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

**Check the payment method from the options below:**

Invoice (\_\_\_) Credit Card (\_\_\_) Purchase Order (\_\_\_)

\*Applicable sales taxes (US only) invoiced, separately.

<b>Subtotal</b>	(\$334.00)
<b>Shipping</b>	\$334.00
<b>*Tax Total</b>	\$0.00
<b>Total</b>	\$0.00

By submitting this form to LENA and/or completing a payment option, the purchaser authorizes and accepts the terms and conditions at <http://LENA.org/terms> and the LENA Program Agreement.

Credit Card Payments: Enter the above quote number when processing your order at <http://shop.lena.org>.

Purchase Orders: All terms and conditions must accompany a purchase order. Orders will ship upon acceptance of the purchase order and credit approval of the purchaser.

Domestic ACH/Wire Payments:

Routing: 107002448, Beneficiary Account (BNF/Field 4200): 2001087082

Bank: Bank of Colorado 100 Garfield St, Suite 100 Denver, CO 80206

Beneficiary: LENA Foundation, 361 Centennial Suite 100 Louisville, CO 80021



QUO01435

**EXHIBIT B**  
**Services and Resources**

**1. SERVICES.** If included on Orders entered into under this Agreement, the Services listed below will include the following:

**1.1 Program Set-up.** LENA will provide Client with services for the implementation of the LENA-related elements of the Program (“**Set-up**”). All Set-up services will be provided in accordance with this Agreement and any applicable Guidelines. Set-up will include configuration of LENA Online to support the Client’s Program as set forth on Orders entered into under this Agreement. Client will then be responsible for providing Set-up services directly to Participants in the Program. LENA will be obligated to provide Set-up services only to Client and Client personnel. LENA will have no obligation to provide any Set-up services directly to Participants.

**1.2 LENA Online.** Subject to the terms of this Agreement and all applicable Guidelines, LENA will provide Client with access to the LENA online service (“**LENA Online**”) as set forth on Orders entered into under this Agreement. Access to LENA Online includes LENA’s processing software that analyzes audio recordings uploaded from LENA Recorders (“**Processing Software**”). All access to LENA Online will be solely by Participants participating in the Program offered by Client and by employees and contractors of Client and its Local Associates (defined in Section 3 below) for Client’s own internal business purposes in connection with the Program. Use of LENA Online will be in accordance with the then-current LENA Online Terms of Use and Access to Services and any other terms and conditions provided by LENA in connection with LENA Online. LENA may from time to time update, modify, suspend or discontinue portions of LENA Online in its sole discretion. If there are any conflicts between this Agreement and the LENA Online Terms of Use and Access to Services, this Agreement will control.

**1.3 Training.** During the term of this Agreement, LENA will offer training to Client relating to the Program (“**Training**”). All Training will be offered and conducted in accordance with this Agreement and any applicable Guidelines. LENA will offer Training to Client personnel in the use of the Resources via a remote webinar or equivalent meeting held at a time and date mutually agreed to by the Client and LENA.

**1.4 Support.** LENA will provide Client with support for the Program (“**Support**”). All Support will be provided in accordance with this Agreement and will be via phone and e-mail during normal business hours. Support includes necessary software updates for the software described in Section 1.2 and 2.2. Support will be provided only to Client and Client staff and Client will remain responsible for providing all support required by Participants.

**1.5 Additional Services.** Upon Client’s request and mutual agreement by Client and LENA to the terms of an Order, LENA will provide Client with additional services relating to the Program. Any additional services will be as specified in Orders entered into under this Agreement. All additional services will be offered and conducted in accordance with this Agreement. Unless otherwise specified in an applicable Order, all additional services will be charged to (and payable by) Client at LENA’s then-current rates for such services.

**2. Resources.** If included on Orders entered into under this Agreement, the Resources listed below will include the following:

**2.1 Equipment.** LENA will sell Client equipment, including but not necessarily limited to LENA recorders (“**Recorders**”), for use by Client personnel in providing the Program and by Participants taking part in the Program (“**Equipment**”) as set forth on Orders entered into under this Agreement. All use of the equipment will be solely in accordance with the terms of this Agreement and any additional documentation, terms, and conditions accompanying the Equipment.

**2.2 Participant Consent.** Prior to permitting any Participant to participate in the Program or to access or use any Resources, Client will require that the Participant sign an appropriate consent form regarding participation by the Participant and their child in the Program (a “**Participant Consent**”). Client will retain copies of all such signed Participant Consents for a minimum of 12 months following the completion of the Program. LENA will provide Client with an example Participant Consent. Client will be responsible for preparing a form of Participant Consent for use by Client, provided that prior to use of any Participant Consent, Client will obtain LENA’s approval of all terms of the Participant Consent relating to the Services and Resources, such approval not to be unreasonably withheld.

**2.3 Participant Reports.** LENA will perform certain analysis and provide Client with access to certain statistics and reports (“**Participant Reports**”) through LENA Online relating to the audio recordings obtained from Participants through the use of the Recorders (“**Participant Recordings**”) while participating in the Program. Client will generate and use the Participant Recordings and Participant Reports solely in accordance with the terms of this Agreement, including LENA’s then-current Privacy Policy. In particular, Client will not modify or alter any Participant Report without the prior written consent of LENA.

**2.4 Clothing.** LENA will sell Client quantities of clothing for use in connection with Program (“**Clothing**”) as set forth on Orders entered into under this Agreement. Unless specified in an applicable Order, all Clothing is sold to Client under the terms of this Agreement and such Orders.

**2.5 Other Materials.** LENA will sell Client Program guides and other content and material (“**Other Materials**”) for use by: (a) Participants in the Program; and (b) Client personnel coordinating or implementing the Program, each as set forth on Orders entered into under this Agreement and / or associated Guidelines, as applicable. Client will not modify these Other Materials without the prior written consent of LENA. LENA will retain all intellectual property rights in the content and information contained in these Other Materials. All use of these Other Materials will be solely in accordance with the terms of this Agreement and any applicable and then-current Guidelines.

**3. ADDITIONAL CONDITIONS.** Except as provided in this Agreement, LENA will be obligated to provide the Services and Resources only to Client and any identified organizations implementing the Program on Client’s behalf (“**Local Associates**”). Client will provide LENA with written notification identifying the list of such Local Associates within 30 days of the Effective Date and will update LENA of any changes to the list of Local Associates within 30 days of any subsequent change to the list of Local Associates. Services and Resources are for use solely by Client and its Local Associates for the purpose of assisting Client and its Local Associates in marketing and providing the Program to Participants as specified in this Agreement and each applicable Order. Client agrees to, and ensure that all Local Associates do: (1) not modify, adapt, alter, translate, or create derivative works from the Resources; (2) not distribute, sublicense, lease, rent, loan, or otherwise transfer or make available the Services or Resources to any third party; (3) not reverse engineer, decompile, disassemble, or otherwise attempt to derive the method of operation any Equipment or Processing Software; and (4) not circumvent or attempt to circumvent any electronic protection measures associated with or restricting access to or use of any Equipment or Processing Software. Except as expressly provided in this Agreement and each Order applicable to the Services or Resources, Client and its Local Associates are provided with no licenses or other rights relating to the Services and Resources and may not make any use of the Services or Resources without the written permission of LENA.



*Building brains through early talk*

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### **LENA Grow Grant Funds Acknowledgement**

LENA Foundation ("LENA") is in receipt of philanthropic funding from Daniels Fund to support the launch of LENA Grow partnerships in Colorado and increase the number of children reached by the LENA Grow program in 2022-23.

Gunnison-Hinsdale Early Childhood Council (Site) is eligible for a \$19,439 grant (the "Grant"), which will be applied by LENA to offset the costs associated with the LENA Grow program and related program materials. Site agrees to the following:

1. **Program Agreement Execution.** The LENA Program Agreement or other applicable agreement governing the LENA Grow implementation ("LENA Grow Agreement") must be fully executed by 2/28/2023.
2. **Target Reach.** During the Initial term of the LENA Grow Agreement, Site must serve 90 children with the LENA Grow program. Site will apply reasonable efforts to ensure each child reached participates in at least 4 LENA days.
3. **Data Sharing & Reporting**
  - a. Site will provide available demographic data to LENA that relates to teachers and children participating in LENA Grow programming, including such information as race, ethnicity, primary home language, primary caregiver educational attainment, income, and teacher primary language, years of experience, and level of education completed.
  - b. Site will provide additional available outcomes measurements they collect at both the classroom (e.g., CLASS, ERS) and/or child-level (e.g., TS GOLD, DECA, COR Advantage).
  - c. If available and practicable, Site will share similar historic or other comparison data (e.g., for rooms that have not yet participated in LENA Grow).
  - d. Site will advise LENA of the available parameters described in (a)-(c) above (the "Dataset") and expected timing for data gathering and transmission within 90 days of the effective date for the LENA Grow Agreement. Site and LENA will coordinate to determine the preferred means for compiling and transmitting the Dataset to LENA.
  - e. Site will have access to their LENA data, as well as any related analyses completed by LENA's research team.
  - f. LENA's research team will collaborate with Site to analyze and potentially report on outcomes related to the LENA Grow program, with mutual acknowledgment of contributions. This may include blog posts and promotional material as mutually agreed by Site and LENA and subject to any publicity and public announcement requirements outlined in the LENA Grow Agreement, provided also that results are de-identified such that the data cannot be tracked to individual participants. LENA's use and analysis of the Dataset will be in accordance with the more restrictive of this Agreement, LENA's privacy policy at [www.lena.org/privacy](http://www.lena.org/privacy), and any applicable privacy laws and regulations, and is granted for a minimum period extending through the termination date of the LENA Grow Agreement. After that date, upon Site's request, LENA shall delete/destroy the Dataset.

4. **Community Engagement.** Site will incorporate LENA Grow into their reports to their board and community to build awareness and interest in LENA and LENA programs. Site will share about LENA with other Colorado Head Start agencies and will work with LENA to release a blog post announcing our partnership.
5. **Implementation.** Site will participate in regular communication and check-ins with the LENA team and will meet all expectations and fidelity requirements set forth in the LENA Grow Guidelines.
6. **Future Engagement.** Site will, in good faith and applying reasonable efforts, continue with LENA past the grant period. If Site does not renew their LENA contract after the initial term, Site will return devices to LENA.

If at any point during the Initial Term of the LENA Grow Agreement the Site is not on track to reasonably meet these expectations, Site will establish a corrective action plan with LENA. Site's failure to execute the agreed-to corrective actions in a timely fashion will result in withheld data and/or a request from LENA to return equipment, materials, and compensation for training and support, not to exceed the amount of the grant. In addition, LENA may consider suspension or termination of the Program Agreement.

Acknowledged and Authorized by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

**Agenda Item:** Approval for Addendum to RE1-J School Contract 202

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

**Parties to the Agreement:** RE1-J and Gunnison County

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Additional funding and scope of work to support school-based services.

**Fiscal Impact:**

**Submitted by:** Kari Commerford

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 3/3/2023

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 3/1/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 3/1/2023

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 3/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/7/2023

Addendum to Re1-J School Contract 2022-2023

Attachment B

Juvenile Services will provide a position to serve youth who become expelled (but served), and/or are at-risk of being expelled, and/or are chronically absent through the EARRS grant funding for 4.5 years. The grant program and position may also support suspended students, students at-risk of suspension because of behaviors that violate the discipline code of conduct, students who are at risk of being declared chronically absent or students who are likely to be declared habitually disruptive.

This position will work to put plans in place to get to school, meet weekly with Assistant Principal and Mental health/wellness team, help youth with executive functioning needs, education and time management and build relationships with youth to help increase school attendance, academic and SEL performance and graduation rates.

This position works cooperatively with students, parents, administrators, and community members. This position will help students develop and own responsibility for their behavior; supervises students who are on off-campus suspension. This position meets with Guidance Counselors, parents, and teachers regularly regarding the progress of identified students who need support and help connect to community resources. This position is 30 hrs/wk. (.75 FTE) with varied hours during the academic year and summer.

Planning and Hiring (Jan 2023-June 2023) payment \$74,000 (including cost for training)

Year 1 (July 2023-June 2024) payment \$55,000 (\$27,500 to be paid in 2023)

Total for 2023 (\$101,500)

Chairperson, Board of County Commissioners

\_\_\_\_\_  
Attestation

  
\_\_\_\_\_  
District Superintendent

  
\_\_\_\_\_  
Attestation

\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
Date Signed

PROVIDER AGREEMENT

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

RECITALS

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

AGREEMENT

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

1. TERM.

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

2. SCOPE OF SERVICES.

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

3. COMPENSATION BONUS AND EXPENSES.

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

4. INDEMNIFICATION

The school district agrees to indemnify, defend and hold harmless Gunnison County "Provider", from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of "Provider" or its employees, sub-Providers or agents in connection with this Agreement. This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

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

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

6. ENTIRE AGREEMENT.

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

7. MISCELLANEOUS.

- (a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- (b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- (c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by the Board of County Commissioners of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

8. ATTORNEYS FEES.

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

9. GOVERNING LAW.

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

10. IMMIGRATION COMPLIANCE CERTIFICATION.

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

11. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

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

  
\_\_\_\_\_  
Chairperson, Board of County Commissioners

7-5-2022  
Date Signed

  
\_\_\_\_\_  
Attestation -- Deputy County Clerk



Leslie Nichols, Ed.D

District Superintendent

J. L. Mills  
Attestation

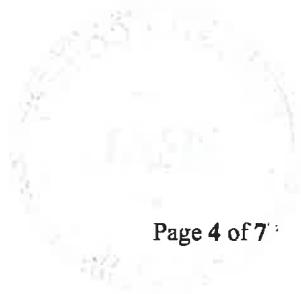
5.25.2022

Date Signed

5.25.2022

Date Signed

*[Faint signature]*



Attachment A:

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

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

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

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

**\$15,000 for FAST and Wraparound Services**

**FAST Review Team**

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

The focus of the initiative includes:

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

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

**Juvenile Diversion \$5,000**

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

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

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**Agenda Item:** Approval for Colorado Department of Transportation

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

**Parties to the Agreement:** Colorado Department of Transportation

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Application for GCSAPP to continue work for impaired diving prevention.

**Fiscal Impact:** 124497.78

**Submitted by:** Emily Mirza

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 3/3/2023

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 3/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/7/2023

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## **Colorado Department of Transit – Highway Safety Program FY24-26 RFA**

### **Project Abstract**

Gunnison County Substance Abuse Prevention Project (GCSAPP) will reach all of Gunnison County, but will intensively target Gunnison County youth ages 12-20. GCSAPP will utilize the Positive Youth Development (PYD) framework in upstream and primary prevention efforts with youth. The broader community will also be addressed in efforts with emphasis on stakeholders. To achieve the goals of this grant and alleviate inequities in services GCSAPP will use the socioecological model in our strategies and programming. Efforts will address the individual level with specific emphasis on impaired and distracted driver education; the family level with specific emphasis on the Graduated Driver's License (GDL) program, the community level through positive social norming for youth and adults and the societal level by providing education to the greater community and stakeholders about our community risk factors that contribute to impaired driving, excessive alcohol, and marijuana use and building readiness for ordinances that decrease underage consumption of alcohol and marijuana.

In order to address impaired driving, excessive alcohol and marijuana use and community norms favorable towards substance use in Gunnison County will work to; Reduce the number of fatalities in crashes involving a driver or motorcycle operator with a BAC of .08 and above; Reduce the number of drivers age 20 or younger involved in fatal crashes; and Reduce the number of fatalities in crashes involving a driver or motorcycle operator testing positive for +>5ng of Delta 9 THC.

### **Goals**

Increase community and stakeholder understanding of youth and adult impaired driving rates, community norms, positive social norms, perception of harm, use rates of alcohol and marijuana and community readiness for social hosting ordinances.

Reduce impaired driving in youth under 20. Increase Driver's education and graduated driver's license with 25% Latinx community members and classes held in Spanish. Develop a six-week impaired driving campaign and host prosocial norming events for youth in high risk nights.

Increase community buy-in for impaired driving prevention strategies through data collection and education with key stakeholders.

### **Work Plan**

1. Utilizing the GCSAPP Youth Coalition we will increase positive social norming around substance free youth events particularly on high risk nights and supporting youth and adults to build a community of like-minded people. Create a 6-week impaired driving campaign for youth by youth to share at events, social media, with parents, and at Driver's Education courses. Efforts will utilize a PYD approach.
2. Collect and analyze qualitative and qualitative community data around impaired driving. Conduct interviews with key partners and focus groups to learn about impaired driving prevention and increasing safe transit to reduce impaired driving. Review quantitative data including DUI data, arrests, liquor outlet density, and hotspot mapping. Educate stakeholders on findings.
3. Collect and analyze community and HKCS data to understand our risk and protective factors, including building community readiness for social hosting ordinances by increasing

understanding and equitable enforcement and educate the community on Gunnison County's risk factors to keep a pulse on youth substance use rates, perception of harm and to track targeted program measures.

4. Provide classroom-based drivers education program in collaboration with the RE1-J School District that includes a Graduated Driver's License program. 2 16-week classes in conjunction with the RE1-J School District and one 8-week summer program. Increase Hispanic youth engagement and graduation.

## **Objectives**

### **Year 1**

- By September 30<sup>th</sup>, 2024 create a 6-week impaired driving campaign with the GCSAPP youth coalition to reduce impaired driving by youth under 20.
- By September 30<sup>th</sup>, 2024 administer the GCSAPP community survey and analyze the data to gather information on youth and adult impaired driving rates, community norms, positive social norms, perception of harm and use rates of alcohol and marijuana.
- By September 30<sup>th</sup>, 2024 share community and HKCS data with stakeholders share youth and adult impaired driving rates, community norms, positive social norms, perception of harm and use rates of alcohol and marijuana annually.
- By September 30<sup>th</sup>, 2025 conduct a needs and gap analysis for impaired driving prevention and safe transit in Gunnison County to reduce the impaired driving rates.
- By September 30<sup>th</sup>, 2024, hold annually up to two 16-week classroom-based drivers' education and one 8-week summer course that focuses in impaired and distracted driver education with youth in partnership with their parents and incorporate a Graduated Driver's License program to reduce impaired driving in youth under 20.
- By September 30<sup>th</sup>, 2024 continue to provide interpretation for Hispanic youth and support with navigation for GDL program.
- By September 30<sup>th</sup>, 2024, host 4 positive social norming events with the GCSAPP Youth Coalition and community partners to reduce impaired driving in youth under 20.

### **Year 2 & 3 Action Plan Overview**

#### **Year 2**

- Share 6-week impaired driving campaign at social norming events, social media, and newspapers.
- Share findings for impaired driving prevention and safe transit data with key stakeholders.
- Share GCSAPP community data report with stakeholders to share youth and adult impaired driving rates, community norms, positive social norms, perception of harm and use rates of alcohol and marijuana.
- Continue to hold up to two 16-week classroom-based drivers' education and one 8-week summer course that focuses in impaired and distracted driver education with youth in partnership with their parents and incorporate a Graduated Driver's License program to reduce impaired driving in youth under 20.
- Continue to work with the GCSAPP Youth Coalition and community partners to host 4 positive social norming events annually.

### **Year 3**

- Share 6-week impaired driving campaign at social norming events, social media, and newspapers.
- Share GCSAPP community data report with stakeholders to share youth and adult impaired driving rates, community norms, positive social norms, perception of harm and use rates of alcohol and marijuana.
- Continue to hold up to two 16-week classroom-based drivers' education and one 8-week summer course that focuses in impaired and distracted driver education with youth in partnership with their parents and incorporate a Graduated Driver's License program to reduce impaired driving in youth under 20.
- Explore sustainability of Driver Education at the Gunnison Watershed School District and ability for youth to receive credit for drivers ed.
- Continue to work with the GCSAPP Youth Coalition and community partners to host 4 positive social norming events annually.



## Project Evaluation Plan

Provide an overview of the types of evaluation strategies that will be used to show the effectiveness of the project and document successful activities. Describe how project results and data will be shared with partners, stakeholders, and communities involved in and impacted by the project.:

## Long-Term Sustainability

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### Long-Term Sustainability

Describe the plan for reducing reliance on federal funding in the future, including the long-term plan for the programmatic development and ongoing financial support of the project. Additionally, include a high-level overview of your anticipated Year 2 and Year 3 budget request, projects are generally funded at similar levels in Year 2 and Year 3. :

Is this project being funded using funds in addition to those provided from this grant?:

## Budget (Section 1 of 3)

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### Budget Summary

Personnel Services Totals:	\$0.00	Operating Expenses Totals:	\$19,910.00
Hourly Employee Totals:	\$31,780.80	Contractual Services Totals:	\$49,300.00
Fringe Benefit Costs Totals:	\$10,560.00	Travel Expenses Totals:	\$1,629.00
Capital Equipment Totals:	\$0.00		

Indirect Rate: 10.00%

Indirect Cost Totals: \$11,317.98

Budget Total: \$124,497.78

Name of Position	Salary Type	Monthly Salary Amount	Number of Months	Budget Description	Total		
Name of Position	Hourly Employee Type	Pay Rate	Time Hours per Month	Total Pay per Month (Time Rate * Time Hours per Month)	Number of Months	Budget Description	Total
Prevention Program Coordinator	Straight Time Rate	\$31.14	40.00	\$1,245.60	12.00	Supports program manager with deliverable execution and project completion. Coordination of the GCSAPP youth coalition and efforts.	\$14,947.20
GCSAPP Program Manager	Straight Time Rate	\$35.07	40.00	\$1,402.80	12.00	Coordinates project with fidelity including executing and managing grant deliverables, budget, reporting and evaluation. Oversees program staff and youth advisors. Facilitates the GCSAPP coalition.	\$16,833.60

Description	Total Monthly Fringe Costs	Number of Months	Total	Budget Description
Prevention Program Coordinator	\$520.00	12.00	\$6,240.00	Hourly Fringe for the Prevention Program Coordinator = \$13 hr x 40 hr/mo = \$520
GCSAPP Program Manager	\$360.00	12.00	\$4,320.00	Hourly fringe for the GCSAPP Program Manager = \$9 hr x 40 hr/mo = \$360

## Budget (Section 2 of 3)

Description	Operating Expense Type	Monthly Cost/Cost per Unit	Number of Months/Units	Budget Description	Total
Participant Incentive Cost	Cost per Unit	\$15.00	100.00	Incentives for community member's to complete the GCSAPP Community Survey.	\$1,500.00
GCSAPP Youth Coalition Social Norming Events	Cost per Unit	\$500.00	4.00	4 positive social norming events @ \$500 an event to cost the cost of materials and space rentals	\$2,000.00
Phone Cost	Monthly Cost	\$12.00	35.00	Phone - \$35 month for 1 FTE	\$420.00
Computer Cost	Cost per Unit	\$3,000.00	1.00	computer cost for 1 FTE	\$3,000.00
				Newspaper and social media ads to increased understating of community risk and	

Description	Operating Expense Type	Monthly Cost/Cost per Unit	Number of Months/Units	Budget Description	Total
Marketing and Social Media	Monthly Cost	\$375.00	12.00	social hosting and positive social norming.	\$4,500.00
Rent	Monthly Cost	\$200.00	12.00	Office space rent	\$2,400.00
Copies	Monthly Cost	\$120.00	12.00	Copies and printing	\$1,440.00
Community Survey	Cost per Unit	\$1.00	1,500.00	Survey software and materials for the GCSAPP Community Survey	\$1,500.00
Driver's Ed/GDL Materials	Cost per Unit	\$350.00	9.00	Materials for drivers education courses including books, promotional materials, copies, etc.	\$3,150.00

**The Cost per Mile** cannot exceed the established State of Colorado rate for cost per mile State Mileage Rate

Description	Monthly Miles		Number of Months	Cost per Mile	Budget Description	Total
Contractor	Planned Hours per Month	Number of Months	Time Rate per Hour		Budget Description	Total
Driver's Ed/GDL	130.00	9.00	\$40.00		Facilitate drivers education courses (8 week and weekend intensive courses), manage recruitment of youth, increase partnerships with the school district, and support with successful graduation.	\$46,800.00
Youth Advisor	10.00	10.00	\$25.00		Supports with data collection and analysis including focus groups and key informant interviews and engagement with stakeholders and community partners.	\$2,500.00

## Budget (Section 3 of 3)

Description	Number of Persons	Travel Cost Per Person	Budget Description	Total
Lodging	2	\$450.00	\$150/night x 2 people x 3 nights = \$900	\$900.00
Mileage	2	\$157.50	.63 per mile x 1 RT to Gunnison to Denver @ 500 miles	\$315.00
Per diem	2	\$207.00	\$69 per diem x 3 days x 2 persons = \$414	\$414.00

Description	Number of Units	Cost Per Unit	Budget Description	Total
Description	Indirect Rate	Budget Description	Subtotal Before Indirect Costs	Total
Indirect Rate	10.00%	Gunnison County has a 10% Indirect Rate	\$113,179.80	\$11,317.98

# Certifications and Assurances

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## Certifications and Assurances

It is hereby understood that this Application and the attachments hereto, when approved and signed by all concerned parties, as indicated shall constitute an agreement by and between the applicant organization to perform in accordance with the terms of this Application and attachments, taken as a whole. This agreement is based on CDOT procedures and Federal guidelines found in 49 CFR, Part 18 and 2 CFR, Chapter I, Chapter II, Part 200 in order to standardize and simplify federal grants. The signature below of an authorized representative of the applicant agency certifies and ensures that all the following conditions will be met.

1) Reports – The Grantee shall submit quarterly reports, a final report at the end of the project, and special reports, if any, as outlined in the Project Agreement. Please read Part 5, Reporting Requirements, following this section.

2) Copyrights, Publications, and Patents – Where activities supported by this project produce original copyright material, the Grantee may copyright such, but CDOT reserves nonexclusive and irrevocable license to reproduce, publish, and use such materials and to authorize others to do so. The Grantee may publish, at its own expense, the results of project activities without prior review by CDOT, provided that any publications (written, visual or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and CDOT. Any discovery or invention derived from work performed under this project shall be referred to CDOT, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other action required to protect the public interest.

3) Termination – This project agreement may be terminated or fund payments discontinued or reduced by CDOT at any time upon written notice to the Grantee due to non-availability of funds, failure of the Grantee to accomplish any of the terms herein, or from any change in the scope or timing of the project.

4) Fiscal Records – Grantee will maintain complete and detailed accounting records of all costs incurred on this project, including documentation of all purchases of supplies, equipment, and services; travel expenses; payrolls; and time records of any person employed part-time on this project. Federal, State or CDOT auditors shall have access to any records of the Grantee. These records shall be retained for three years after the final audit is completed or longer, if necessary, until all questions are resolved.

5) Funding – The Grantee will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the project agreement. Reimbursement will be made periodically by CDOT based on approved requests for reimbursement. If matching funds are required, the Grantee will expend them from nonfederal sources, which must be spent no later than 30 days following the completion of the project.

6) Cost Principles and Grant Management – The eligibility of costs incurred and the management of this project shall be determined in accordance with 2 CFR, Chapter I Chapter II Part 200 and 49 CFR, Part 18 for state and local agencies and educational institutions, and 2 CFR, Part 230 for nonprofit entities.

7) Obligation Funds – Federal funds may not be obligated prior to the effective date or subsequent to the termination date of the project period. Requests for reimbursement outstanding at the termination date of the project must be made within 30 days or those funds may not be paid.

8) Changes – The Grantee must obtain prior written approval from CDOT for major project changes, including: changes of substance in project objectives, evaluation, activities, the project manager, key personnel, project budget or transfer of funds from one category in the budget to another. The period of performance of the project, however, cannot be changed.

9) Program Income – CDOT safety programs encourage Grantees to earn income to help defray program costs, but there are federal regulations that must be followed. Program income is defined as gross income received by the State and/or Grantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Income earned by the Grantee with respect to the conduct of the project (sale of publications, registration fees, service charges, donations for child safety seats, etc.) must be accounted and income applied to project purposes, used to reduce project costs, or be used to meet cost agency matching requirements. The Grantee is responsible for reporting all program income according to federal and state requirements.

10) Purchases – Purchase of equipment or services must comply with state or local regulations. After the end of the project period, equipment should continue to be utilized for traffic safety purposes and cannot be disposed of without written approval of CDOT. The Grantee shall make and maintain an inventory of equipment to include descriptions, serial numbers, locations, costs or other identifying information, and submit a copy to CDOT.

11) Third Party Participants – No contracts or agreements may be entered into by the Grantee related to this project which are not incorporated into the project agreement and approved in advance by CDOT. The Grantee will retain ultimate control and responsibility for the project. CDOT shall be provided with a copy of all contracts and agreements entered into by Grantees. Any contract or agreement must allow for the greatest competition practicable and evidence of such competition or justification for a negotiated contract or agreement shall be

12) Participation by Disadvantaged Business Enterprises – The Grantee agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their Grantees shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds.

13) Non Discrimination – In the performance of this agreement the Grantee, by its signature below, certifies and assures that it shall comply with all Federal statutes and implementing regulations relating to nondiscrimination. (These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (k) the requirements of any other nondiscrimination statute(s) which may apply to the application. The Grantee shall not discriminate on the basis of race, color, national origin, sex, religion, age, creed, Vietnam Era and Disabled Veterans status or sensory, mental or physical handicap in the provision of any terms and conditions of employment or the provision of service or benefits otherwise afforded and will take the affirmative action necessary to accomplish the objects of the above referenced laws.

14) Political Activities – In accordance with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) no funds, materials, equipment, or services provided in this project agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or to pay any person to influence or attempt to influence an officer or employee of congress, or an employee of a member of congress, an officer or employee of congress in connection with the awarding of any federal loan or the entering in of any cooperative agreements.

15) Single Audit –All non-Federal entities that expend \$750,000 or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act

provide a cost-effective audit for non-Federal entities in that one audit is conducted in lieu of multiple audits of individual programs. Nonfederal entities include States, Local Governments, and Non-Profit Organizations. The term non-profit organization includes non-profit institutions of higher education and hospitals.

16) **Safety Belt Policy** – No funds, materials, property, or services will be provided to any political subdivision that does not have a current and actively enforced policy requiring the use of seat belts.

17) **Drug Free Workplace** – In accordance with the Anti-Drug Act of 1988 (41 USC 702-707) and Drug-Free Workplace (42 USC 12644), CDOT has the responsibility to ensure that unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any employees, grantees, and/or sub-grantee of the Grantee and/or any such activity is prohibited in the Grantee's workplace.

18) **Colorado Standard Field Sobriety Testing** – All law enforcement officers who are performing impaired driving enforcement activities with funding from CDOT must be in compliance with the current Colorado Standards for Field Sobriety Testing Standards.

19) **Debarment and Suspension** - The applicant certifies, by signature below, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

20) **Restriction on State Lobbying** - None of the funds under this program shall be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect e.g., "grassroots" lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

21) **Certification Regarding Federal Lobbying** - The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

22) Federal Funding Accountability and Transparency Act – The State is required to report for each sub-grant awarded as shown below. Grantee agrees to provide the information below upon request for reporting purposes.

- Name of the entity receiving the award;
  - Amount of the award;
  - Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
  - Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
  - A unique identifier (DUNS);
  - The names and total compensation of the five most highly compensated officers of the entity if-- of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity;
- (i) the entity in the preceding fiscal year received—
- (I) 80 percent or more of its annual gross revenues in Federal awards; and
- (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
- (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

23) System For Award Management (SAM) and Universal Identifier Requirements – Requires that the Grantee be registered in the SAM.Gov prior to submitting an application or plan; and maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency.

24) Buy American Act - Citation: Public Law 112-141/MAP-21 requires that states comply with the Buy America Act. The undersigned certifies, to the best of his or her knowledge and belief, that: No federal highway grant funds under 23 U.S.C. Chapter 4 will be used to purchase products, unless they are produced in the United States. This prohibition applies to steel, iron, and all manufactured products, unless the Secretary of Transportation has determined that it is appropriate to waive the Buy America Act requirement. There is a threshold of single purchase costing less than \$5,000 that is exempt from the need for a waiver.

The Secretary of Transportation may waive the Buy America Act requirement if: 1) the requirements would be inconsistent with the Public Interest 2) the products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality and 3) use of the products produced in the United States would increase the overall cost of the project by more than 25 percent.

By checking this box I certify and acknowledge that I have read and understand the above Certification and Assurances as presented in this section of the Application.:

## Signature & Submit

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### Signature

Your authorizing official will need access to the E-Grants System in order to sign and submit this application. Please have your authorizing official complete the [access request form](#) if they do not have access to the E-Grants System. Please click Save & Exit if you are not the authorizing official, your authorizing official will need to log in, go to My Grants > All Applications to retrieve this application.

Please be sure to submit your application by the deadline noted in the [RFA Guide](#)

**I declare under penalty of perjury in the second degree, and any of the applicable state or federal laws, that the statements made and contained under the title Certification and Assurances above are true and complete to the best of my knowledge.**

**I have read and understood the Reporting and Reimbursement requirements and will comply with these requirements to the best of my knowledge.**

Name:

Title:

Email:

Phone:



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

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**Agenda Item:** Approval for Professional Services Agreement; Prof

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

**Parties to the Agreement:** Professional Interpreting Services

**Term Begins:** March 1, 2023

**Term Ends:**

**Grant Contract #:**

**Summary:**

MOU for Cora interpretation when needed

**Fiscal Impact:** \$50/h

**Submitted by:** Ariel Tidwell

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 2/27/2023

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 2/27/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/27/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 3/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/7/2023

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## **PPROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 1st day of March 2023, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado (“Gunnison County”) and Professional Interpreting Services, LLC, whose address is P.O. Box 211241 Denver, CO 80221 (“Contractor”).

### **AGREEMENT**

In consideration of the mutual covenants and obligations set forth in this Agreement, the parties agree as follows:

1. **SERVICES.**

[OR]

[as set forth in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A (“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 March 1 2024, unless sooner terminated or replaced as provided in this Agreement.

3. **STRATEGIC RESULT.**

Execution of this Agreement will assist the County with its Promotion of Prosperous, Collaborative, and Healthy Community 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 fifty dollars and No/100 U. S. Dollars (\$50/hr) (“Compensation”). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason

within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

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

## 5. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- 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). By way of example only, an automobile policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

- 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). By way of example only, a professional liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

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 versus 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 parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars (\$424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars (\$1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars (\$424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

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 an INDEPENDENT CONTRACTOR is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.** Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary to provide the Services, unless otherwise specified by the County in writing.

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included in the Compensation. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption.

8. 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 acts, failure to act, 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 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.

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

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

#### 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. PANDEMICS.

The Contractor shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Contractor is expected to implement any such changes necessary to comply with such orders. Failure to abide by such requirements may result in termination of the Agreement.

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. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.
- 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. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the County in relation to this Agreement.
- 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 fifteen (15) calendar 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 Covid-19, 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: Professional Interpreting Services, LLC  
P.O. Box 211241  
Denver, CO 80221

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; PERSONALLY IDENTIFIABLE INFORMATION.

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.

If the Contractor or any of its Subcontractors will or may receive personally identifiable information (“PII”) under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall be a “Third-Party Service Provider” as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County’s PII either could have been, or was compromised, then Contractor shall

immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq.* Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

26. PUBLIC RECORD.

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

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: RC Martinez

Its: CEO / Founder

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

- 1) Spanish and Cora Interpretation: \$50/hr with local and qualified interpreters
- 2) One hour minimum billable then billed at fifteen-minute increments
- 3)



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

**Agenda Item:** Approval for Region 10 grant application; Health a

**Action Requested:** Discussion

**Parties to the Agreement:** Region 10

**Term Begins:** 07/01/2023

**Term Ends:**

**Grant Contract #:**

**Summary:**

This grant supports 26 hours a week of a Senior Resource Specialist, providing information, assistance and referrals to targets older adult populations

**Fiscal Impact:** \$60000

**Submitted by:** Elizabeth Holena

**Submitter's Email Address:** elizabeth.holena@state.co.us

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 3/3/2023

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 3/7/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/7/2023



Area Agency on Aging

OAA-SYS  
Request for Proposals System  
SFY24 RFP OAA/SFSS Funding

**Agency Information**

Submitting Agency:	Gunnison County
Federal Employer ID Number	84-6000770
Date Established	January 1, 1976
Type of Organization	Non-profit
Proposal Status:	<b>Submitted</b>
Proposal Contact Person:	Elizabeth Holena
Contact Address:	220 North Spruce Street, Gunnison CO 81230
Contact Phone Number:	9706424665
Contact Email Address:	elizabeth.holena@state.co.us

**General Information**

**Proposal Name:**

The Senior Resource Office

**Proposal Description:**



The mission of the Gunnison County Senior Resource Office(SRO) is to provide community outreach and education, preventive health, adult protection and advocacy services to seniors, at risk adults and their families so they can be more independent, healthy and connected to their community.

The geographic areas covered by The Senior Resource Office includes Gunnison county with a geographical area composed of 3,260 square miles. It is the fifth largest county in Colorado, extending into vast areas of the Rocky Mountains and isolated rural towns such as Marble, Somerset, Ohio City, Pitkin, and Crested Butte.

The Senior Resource Office has been the lead organization in both Gunnison and Hinsdale County striving to make our valleys more livable for our older adults. Our organization continues to focus on meeting the most basic needs of our low income rural older adults experiencing hardship due to physical or cognitive decline, mistreatment, housing and food insecurities, mental health, financial insecurities, medical needs, brain injuries and more.

Contacts

Table with 3 columns: Name (Title) & Roles, Address, On Distrib List? Row 1: Elizabeth Holena (Manager), 220 North Spruce Street Gunnison, CO 81230, Yes. Roles: Proposal Contact, Program Manager, Contract Contact. Ph: 9706424665 Email: elizabeth.holena@state.co.us



Elizabeth Holena (Manager) Roles: Contract Contact	220 North Spruce Street , CO Ph: 9706424665 Email: elizabeth.holena@state.co.us	Yes
Geri Howard (Senior Resource Specialist) Roles: Peer Place Data Entry	220 North Spruce Street Gunnison, CO 81230 Ph: 9706413244 Email: ghoward@gunnisoncounty.org	No
Bradford Wheaton (Deputy Director) Roles: Agency Director/CEO/Executive Director	220 North Spruce Street Gunnison, CO 81230 Ph: 9706413244 Email: bradford.wheaton@state.co.us	No
Jody Wise (Finance Operator) Roles: Reimbursement Requests	400 East Virginia Gunnison, CO 81230 Ph: 9706417238 Email: jwise@gunnisoncounty.org	Yes



Area Agency on Aging

OAA-SYS  
Request for Proposals System  
SFY24 RFP OAA/SFSS Funding

**Services**

**Summary:**

Service	Requested State/Fed Funds	Local Cash Match	Local In-Kind Match	Total Revenues	Total Expenses	Other Program Revenues
ADRC/Options Counseling	\$30,000.00	\$18,880.52	\$3,325.00	\$52,205.52	\$52,205.52	-
Information and Assistance - Compensated	\$30,000.00	\$18,880.52	\$3,325.00	\$52,205.52	\$52,205.52	-

Service	Units	Unduplicated Clients	Requested Funds/Units	Requested Funds/Clients
ADRC/Options Counseling	300.0	300	\$100.00	\$100.00
Information and Assistance - Compensated	6,000.0	1,500	\$5.00	\$20.00

**Service Budgets:**



ADRC/Options Counseling

REVENUE

Budget Item	Description	Amount
Requested Funds	[Not required]	\$30,000.00
Local Cash Match	LOCAL GOVERNMENTAL ENTITY - staff wages/salary [\$18880.52]	\$18,880.52
Local In-Kind Match	RENT - Office Space [\$2000.00] OTHER LOCAL IN-KIND - computer [\$1100.00] OTHER LOCAL IN-KIND - Phone [\$225.00]	\$3,325.00
Other Revenues		-

EXPENSES

Budget Item	Description	Amount
Personnel	[See below]	\$48,880.52
Travel		-
Equipment	computer [\$1100.00]; phone [\$225.00]	\$1,325.00
Contractual Services		-
Staff Training		-
Supplies		-
Other	rent [\$2000.00]	\$2,000.00
Indirect		-



**Information and Assistance - Compensated**

*REVENUE*

Budget Item	Description	Amount
Requested Funds	[Not required]	\$30,000.00
Local Cash Match	LOCAL GOVERNMENTAL ENTITY - salary/wages [\$18880.52]	\$18,880.52
Local In-Kind Match	RENT - Office Space [\$2000.00] OTHER LOCAL IN-KIND - computer [\$1100.00] OTHER LOCAL IN-KIND - Phone [\$225.00]	\$3,325.00
Other Revenues		-

*EXPENSES*

Budget Item	Description	Amount
Personnel	[See below]	\$48,880.52
Travel		-
Equipment	computer [\$1100.00]; phone [\$225.00]	\$1,325.00
Contractual Services		-
Staff Training		-
Supplies		-
Other	rent [\$2000.00]	\$2,000.00
Indirect		-

**Personnel Details:**

**ADRC/Options Counseling**

*Direct Services*

Title	Employee Type	Hourly Rate	Total Hours	Annual Salary	% of Time	Total Cost
Senior Resource Specialist	Hourly	\$49.84	624.0	-	-	\$31,100.16
Senior Resource Specialist	Hourly	\$31.18	52.0	-	-	\$1,621.36
Manager	Salaried	-	-	\$129,272.00	12.50%	\$16,159.00
						<b>\$48,880.52</b>



**Information and Assistance - Compensated**

<i>Direct Services</i>						
Title	Employee Type	Hourly Rate	Total Hours	Annual Salary	% of Time	Total Cost
Senior Resource Specialist	Hourly	\$49.84	624.0	-	-	\$31,100.16
Senior Resource Specialist	Hourly	\$31.18	52.0	-	-	\$1,621.36
Manager	Salaried	-	-	\$129,272.00	12.50%	\$16,159.00
						<b>\$48,880.52</b>

**Service-level Targeting Efforts [Total unduplicated persons by service area(s)]:**

**ADRC/Options Counseling**

Service Area	Total 60 + Persons	Low Income	Minority	Low Inc Minority	Frail
Gunnison	300	300	30	30	150
<b>TOTAL:</b>	<b>300</b>	<b>300</b>	<b>30</b>	<b>30</b>	<b>150</b>

**Information and Assistance - Compensated**

Service Area	Total 60 + Persons	Low Income	Minority	Low Inc Minority	Frail
Gunnison	1500	1400	30	30	800
<b>TOTAL:</b>	<b>1500</b>	<b>1400</b>	<b>30</b>	<b>30</b>	<b>800</b>

**Non-Compensated Services**

Service	Estimated Units
Information and Assistance	0
Outreach	24

**Narrative Questions**



**QUESTION 1:**

*Describe how the service/program utilizes and builds on the strengths of participants.*

The Senior Resource Office provides services to assist older adults in addressing barriers and concerns impacting their ability to live safely and independently in their own homes and community. The Senior Resource Office provides one-on-one contact with a person centered approach, discovering a client's strengths and finding solutions to often complex systemic issues. Our team of Senior Resource Specialists understand that individuals and caregivers are not only experts in their own lives, but are also resourceful, resilient and have unique characteristics that helps them evolve along their journey. Senior Resource Specialists provide options for long term planning and available resources, evaluating the benefits and disadvantages of each while at the same time focusing on consumer's potential, strengths, capabilities and capacities within themselves and their environments. The Senior Resource Office provides in home assessments, maintaining current information about opportunities, benefits, and services available to individuals and their caregivers, allowing consumers to create and guide an action plan with specific, measurable and timely goals supported by a Senior Resource Specialist.

**QUESTION 2:**

*Do you currently offer a sliding scale or discount for low-income, private pay clients?*

NA

**QUESTION 3:**

*How do you evaluate the success outcomes of your program/service?*

Gunnison County's strategic plan is monitored for three year periods; in 2022 the County's most recent strategic plan was created and adopted by the Board of County Commissioners to include metrics specific to serving older adults in the community. Metrics capture if client's feel services provided through the Senior Resource Office assist in maintaining independence and safety in their home. In addition, The Senior Resource Office provides opportunity for feedback through client follow-up and satisfaction surveys, as well as customer surveys. Efforts to reach targeted populations, including those in greatest need, along with sample case files, will be reviewed monthly to ascertain program integrity and compliance. Cost and efficiency are analyzed annually. Gunnison County utilizes Managing for Results, a data driven approach measuring program performance and assuring meaningful results. Results are evaluated on a monthly basis and information and data is incorporated into a continual assessment of the outcomes and process. Similar to the County's strategic plan, every program in Gunnison County aligns with a results oriented management cycle.



**QUESTION 4:**

*Identify two to three objectives of the program.*

Objective 1: Older adults will be more independent, healthy and connected to their community

Goal 1: Educate low income older adults that are frail, minority, residing in rural areas and those of greatest social and economic need on available core benefits and local services.

Measurement 1: 24 outreach activities will be held in settings utilized by low income, frail, minority or otherwise vulnerable older adults

Measurement 2: 6 presentations will be coordinated with the Multi-Cultural Center

Goal 2: Increase enrollment of low income older adults that are frail, minority, residing in rural areas and those of greatest social and economic in available benefit programs including SNAP, LEAP, EOC, MSP, Nutritional Programs, CHORE, Consumer Direct, Health First Colorado, Low Income Senior Dental Program, Community Service Block Grant, Meal Delivery, Home making services, LTC Medicaid.

Measurement 1: 300 older adults will be enrolled in available benefit programs

Measurement 2: 5000 contacts for information, assistance and referrals will be completed

Measurement 3: 300 written actions plans in cooperation with the consumer to meet identified needs and long term planning

Measurement 4: 300 individuals will be provided options counseling

Objective 2: Services in the community for older adults will be coordinated and the availability of services will be maximized

Goal 1: The Senior Resource Office will participate in joint information sharing and planning with interagency organizations

Measurement 1: 8 community collaboration meetings will be held with agencies serving the needs of older adults in the community

Goal 2: Duplication will be reduced

Measurement 1: Federal, State and Local programs will be identified and clients will be provided enrollment opportunities

Measurement 2: Alternative funding that will support existing program services will be explored.



**QUESTION 5:**

*To what extent do your plans include continued funding from Federal and/or State Governments (OAA/SFSS)? How will funds from this grant provide leverage to obtain other funds?*

The Senior Resource Office has prioritized leveraging Federal, State and local funding sources to sustain its efforts to target and meet the needs of vulnerable older adults. This includes continuing to work with the Regional Accountable Entity and Single Entry Points for appropriate referrals and care coordination. Services will be provided when Medicaid has been ruled out, or is no longer being considered an option, either based on an eligibility determination or personal choice. Option counselors will provide counseling to Medicaid eligible, potentially Medicaid eligible or a Medicaid wait listed individuals to discuss an individuals needs to make an informed choice regarding which long term care services and supports meets the individuals needs. Older adults on Long Term Care Medicaid will be referred to the Regional Care Coordinators or the Single Entry Point Caseworker to avoid duplication of services and assure that federal funds are not used to supplant non-federal funds, and that efforts to obtain support from private sources and other public organizations continue.

**QUESTION 6:**

*What long-term plans do you have for sustaining and expanding the proposed program/service?*

Gunnison County recognizes the increasing population and needs of older adults in our community and is committed to seeking diverse funding sources, including other local, State and Federal Grants. Long-term plans include interagency collaboration and coordination for funding opportunities, as well as exploring opportunities further integrating the medical and behavioral fields for older adults within HHS. Further integration of these two fields can maximize the effectiveness of utilizing social determinants of health screenings and offers new resources to sustain efforts focused on underserved, underinsured rural low income and minority older adults.

**QUESTION 7:**

*It is a requirement of this grant that you provide participants the opportunity to donate toward the cost of services. Describe how you will encourage voluntary and confidential contributions.*

Any person receiving services shall have the opportunity to contribute towards the cost of the service. No eligible person shall be denied a service because of their inability and/or choice not to contribute. Consumers will be provided information on the Complaint/Grievance/Appeal Procedures as well as Region 10 Area Agency on Aging Donation Coupons, to encourage voluntary and confidential contributions. This will occur during initial intake options counseling, as well as as having available contribution sites posted in the lobby.



QUESTION 8:

Is your organization Medicaid, Medicare, or Medicaid & Medicare Certified? If yes, please indicate which.

Medicaid Certified

QUESTION 9:

How many years has the organization provided the services for which you are requesting funding? Of these, how many years has the organization provided services in Colorado?

The Senior Resource Office has been serving the community since 2002 and is a trusted source for aging related to information, assistance and help in navigating complex systems of public and private insurances, social security, housing, and other resources. Gunnison County Health and Human Services has been providing services in Colorado, through contracts with Region 10, since 2004.

QUESTION 10:

Give information on the financial state of the program including the following:

- Are the services for which you are requesting funding supported by other sources of funding? If yes, please list the other sources, including their associated funding amounts, for the services included in this proposal. Is this funding secure at this time? If no, please explain.
- What is the organization's level of current assets, and how much of this is cash? If you are a subsidiary of the overall organization, you may use the current assets of your specific department.
- Are you audited financially by the entity providing funding or do you conduct an independent audit?

Requested funding is supported by a 10% program support match with County funding. Funding from Region 10 will not duplicate funding from Colorado Department of Health Care Policy and Finance that provides care coordination and health navigation for older adults on MAGI Adult Medicaid or Long Term Care Medicaid. The organizations level of current assets is \$22,984,493, and of that amount \$7787869 is in cash. Gunnison county is audited by an independent contractor annually.

QUESTION 11:

Please describe your agency's experience running the program include information related to the following:

- Describe your agency's experience in providing services and programs to the elderly or caregivers.
- How many years has the organization provided the services for which you are requesting funding? Of these, how many years has the organization provided services in Colorado?
- Describe how you measure the impact of your program, both during and after program activities. For each targeted outcome, include the specific evaluation methods used and the expected result. Be as specific as possible.
- If you are seeking funding for an ongoing program, please describe what lessons you have learned in the past two to five years based upon your results. Are you planning, or have you made any program or evaluation changes based on what you learned? If yes, please describe.



The Senior Resource Office and its personnel have experience working with older adults and adults with disabilities in multiple capacities for a combined 25 years. The office has been serving the community since 2002 and is a trusted source for aging related to information, assistance and help in navigating complex systems of public and private insurances, social security, housing, and other resources. Key staff includes Geri Howard, Options Counselor and Regional Accountable Entity Coordinator who has been working diligently with older adults for over 15 years in the community. Geri began her career working with older adults as our community's Home and Community Based Services (HCBS) case manager with Long Term Care Medicaid. Geri, for almost 15 years, exclusively managed the communities HCBS caseload, connecting older adults with necessary long term services and supports. Since 2020, Geri has been our lead Senior Resource Specialist under Aging and Disability Resource Center (ADRC), providing options counseling in a person centered, interactive decision-support process. Geri provides coordinated and streamlined access to information and assistance. Geri also is a care coordinator for Health First Colorado, providing care coordination specifically for low income individuals with complex medical and behavioral health needs. Andrea Pennington, part time Senior Resource Specialist, also focuses on care coordination through Regional Accountable Entity and has extensive experience with Health First Colorado outreach and enrollment. Andrea serves as an options counselor similar to Geri and focuses on consumer friendly assistance to connect low income older adults with resources in the community. Andrea, like Geri, has many different roles within the Senior Resource Office. Erin Ryan and Criss Middlekauf are another two part-time senior resource specialists, serving to connect older adults with community resources, services and referrals similar to Geri and Andrea. Erin also serves the community as an Adult Protective Services Caseworker, reducing risk of mistreatment of older adults through preventative efforts. All members of the Senior Resource team are embedded in the internal and external infrastructure in the community serving low income older adults. The entire Senior Resource Team are certified State Health Insurance Program Counselors.

The Senior Resource Office serves as a benefit enrollment center, leveraging existing community resources for low income older adults. This manager has been working with older adults for over 7 years as a Senior Resource Specialist and manager of Adult Protective Services, in addition to previously managing our community's HCBS program and Health First Colorado Program. This manager has extensive experience in human service programs as well as experience procuring funding necessary to support our team, the work they do, and the community members we serve. The Senior Resource Office continues to build a robust network of programs specific for low income older adults. In addition to the Senior Resources Specialists and manager, the Economic Security Team, a staff of 6, will serve as a point of referral for older adults who are in need of services. Gunnison County Health and Human Services has been providing services in Colorado, through contracts with Region 10, since 2004.

Specific evaluations methods include surveys both supplied during consumer contact, in person as well as follow up phone surveys. Data is collected and evaluated monthly by this manager, providing feedback directly to team members, HHS employees and annually for the Board of County Commissioners. Annually, at the end of each fiscal year, data is aggregated for the over all success and impact the program has had on participants.

Expected Outcomes:

95% of consumers report information, assistance, referrals and counseling allowed them to remain living independently in their home

95% of consumers report they were given the information requested and/or referred to the appropriate service or resources

95% of older adults provided emergency assistance in the form of rent or utilities will avoid eviction and shut off



Based on ongoing program evaluation over the past five years, we have sought to integrate human service program to maximize efficiency and quality of service to consumers. For example, the clinical team providing vaccines to older adults as well as disease follow up are familiar with available programs and swiftly connect older adults with complex care needs to the Senior Resource Office. Another opportunity was to work extensively with the Economic Security Team who are able to identify opportunities for older adults during initial interviews for public benefits, as well as connect almost immediately with an options counselor.

**QUESTION 12:**

*Do you have any bilingual staff members? If so, what languages do they speak?*

The Senior Resource Office is embedded in an integrated health and human services department which includes the community's Multi Cultural Resource Office(MCRO). The office includes 5 bilingual medically certificated interpreters in Spanish and Cora who prioritize vulnerable minority families and aging individuals, requesting information and assistance from the SRO. The MCRO is available for interpretation and translation of SRO materials and services.

**QUESTION 13:**

*Each program/service must include a specific plan for reaching and serving older adults in greatest social and economic need. Describe the ways in which you will reach out to and serve:*

- *Low-income older adults*
- *Low-income minority older adults*
- *Monolingual non-English speaking older adults*
- *Older adults living in rural areas.*

Low-income older adults:

The Senior Resource Office will focus outreach on locations that older adults' access news, along with identified most trusted sources for information, local newspapers, internet, Social Security Offices, Medical provider offices and other agencies serving low income older adults. Local newspapers include Gunnison Country Times, Crested Butte News and The Gunnison Shopper. Medical providers will include the medical community of Gunnison Valley Health along with private clinics. Other vehicles for outreach will include targeting adult children, Facebook and local religious affiliated congregations. Messages will focus on help for people on fixed incomes and available community resources and benefits. Images and messages will be used that reflect consumers such as messaging geared towards independence and reflections of lived experiences. The Senior Resource Office will continue to work with the Senior Center, supplying information to a vast older adult population receiving meal delivery who are often low income and experiencing multiple barriers to living independently. In addition, The Senior Resource Office will receive referrals from individuals needing assistance in enrolling in a Health First Colorado Program or other available programs directly from the Economic Security Team.



Older adults living in rural areas:

The Senior Resource Office will also invest in person-focused methods to target and serve rural older adults. Outreach will be conducted in Marble, Pitkin, Ohio City and Crested Butte. Senior Resource Specialists will be positioned on a scheduled basis in remote locations and other places such as public housing, libraries, grocery stores and laundromats and other locations that serve low income older adults. An additional method to increase access for rural older adults will be to provide transportation to our office or provide home based visits for application and screening purposes. Medical professionals, who often serve as primary contacts for isolated older adults, will be provided educational material about the Senior Resource Office and will be positioned to have appropriate releases to make contact and schedule an appointment while consumer has access to a phone. Faith communities will be provided with Senior Resource Office material to share with members of the congregation who may live remotely in more isolated parts of the county.

Low-income minority older adults and Monolingual non-English speaking older adults:

The Senior Resource Office will target low-income minority adults by working directly and effectively with aligned organizations and community leaders, including the Hispanic Affairs Project, Los Immigrantes Unidos, Regional Accountable Entity and our Multicultural Center. The Multicultural Center, embedded within GCDHHS, will provide not only referrals but a framework for targeted outreach. Our Multicultural coordinator will assist with translation, interpreting and enrollment into available programs. Senior Resource Specialists will also attend biannual meetings serving community members provided by the Hispanic Affairs Project and Low Immigrantes Unidos. The Senior Resource Office will use word of mouth to bring referrals in on a daily basis and informational pamphlets will be provided in Spanish throughout existing and new networks including the Basic Needs Subcommittee and the Health Coalition of the Gunnison Valley. Information will focus on dispelling myths related to benefit stigma and safety concerns around accessing benefits. Because many Spanish speaking households remain in intergenerational structures as they age, benefit education and awareness will be provided across generations. A language line will be utilized to work individually with consumers who are not Spanish or English speaking.



### Terms and Conditions

It is understood and agreed by the proposer that:

- 1) funds granted as a result of this request are to be expended for the purposes as allowed under the Older Americans Act and as set forth herein, and in accordance with all applicable laws, regulations, policies, and procedures of Region 10, the State of Colorado, and the Administration on Aging of the U.S. Department of Health and Human Services;
- 2) funds granted as a result of this request are contingent upon the services provided being allowable expenses;
- 3) payment for services rendered cannot occur until the parties have fully executed a contract and Region 10 has confirmed that the services are eligible for funding;
- 4) funds awarded as a result of this request may be terminated at any time for violations of any terms or requirements of the required contract or any applicable laws, regulations, policies or procedures or in the event that it is determined that the services are not eligible for funding under the Older Americans Act;
- 5) The Required Reading Section of this proposal application will be read prior to finalizing and submitting a proposal.

It is further acknowledged and agreed to that this RFP is a solicitation and not an offer to contract. Region 10 reserves the right to reject any and all proposals. Region 10 further reserves the right to issue clarifications and other directives concerning this RFP; to require clarification or further information with respect to any proposal; and to determine the final terms of any contract.

It is further agreed that by submitting a response, the proposer represent that its agency and its principals are not suspended or debarred per federal requirements.

### Submittal Details

This submission must be **received** by 5:00 PM Mountain Time on Monday February 20, 2023.

Method of Submittal:	Submit Electronically
Date Submitted:	2/20/2023 9:03:05 AM -08:00

### Signature

In signing this proposal, we acknowledge and consent to the above terms and conditions

Electronically signed by Elizabeth Holena  
 Program Manager Senior Resources  
 elizabeth.holena@state.co.us

### Attachments

The following files have been uploaded to the RFP database and are included by reference as part of this proposal.

Requested Attachment	Uploaded Document
Certificate of Good Standing (Required)	NEW DOCUMENT
Other (Not Required)	[No document submitted]





**QUESTION 1:**

*Describe how the service/program utilizes and builds on the strengths of participants.*

SCM utilizes the strength of participants by the satisfaction we receive from our participants knowing that we were able to provide them with a meal. With that we can build our program with them helping to communicate to other seniors that may need our service.

**QUESTION 2:**

*Do you currently offer a sliding scale or discount for low-income, private pay clients?*

No

**QUESTION 3:**

*How do you evaluate the success outcomes of your program/service?*

SCM evaluates the success of the service on the number of participants we can serve meals to and the number we can provide education to.

**QUESTION 4:**

*Identify two to three objectives of the program.*

1. Provide Nutritionally balanced meals to as many seniors as possible.
2. Provide education and counselling to as many seniors as possible.

**QUESTION 5:**

*To what extent do your plans include continued funding from Federal and/or State Governments (OAA/SFSS)? How will funds from this grant provide leverage to obtain other funds?*

The funds from this grant will allow us to show other grant committee's that we are as viable and sustainable service which will give SCM a greater opportunity to receive different grants and donations



**Home Delivered Meals**

<i>Direct Services</i>						
Title	Employee Type	Hourly Rate	Total Hours	Annual Salary	% of Time	Total Cost
Dietary Aide	Hourly	\$18.27	1,147.0	-	-	\$20,955.69
Delta Charge Cook	Hourly	\$20.79	1,825.0	-	-	\$37,941.75
Cook	Hourly	\$18.53	1,825.0	-	-	\$33,817.25
Cook	Hourly	\$19.76	1,825.0	-	-	\$36,062.00
						<b>\$128,776.69</b>
<i>Administrative</i>						
Title	Employee Type	Hourly Rate	Total Hours	Annual Salary	% of Time	Total Cost
Program Coordinator	Hourly	\$23.61	2,066.0	-	-	\$48,778.26
Program Director	Salaried	-	-	\$77,945.00	40.00%	\$31,178.00
						<b>\$79,956.26</b>

**Service-level Targeting Efforts [Total unduplicated persons by service area(s)]:**

**Home Delivered Meals**

Service Area	Total 60 + Persons	Low Income	Minority	Low Inc Minority	Frail
Delta	206	165	61	49	98
Montrose	61	49	13	7	36
<b>TOTAL:</b>	<b>267</b>	<b>214</b>	<b>74</b>	<b>56</b>	<b>134</b>

**Non-Compensated Services**

Service	Estimated Units
Information and Assistance	268
Nutrition Counseling	101
Nutrition Education	268
Outreach	0

**Narrative Questions**



○ AA-SYS Request for Proposals System  
SFY24 RFP OAA/SFSS Funding

**GUNNISON COUNTY**  
**The Senior Resource Office**

**INFORMATION AND ASSISTANCE - COMPENSATED**

*Revenue*

<b>Requested State/Federal Funds</b>	<b>\$30,000.00</b>
<b>Local Cash</b>	<b>\$18,880.52</b>
Local Governmental Entity - [salary/wages]	\$18,880.52
<b>Local In-Kind</b>	<b>\$3,325.00</b>
Other Local In-kind - [Phone]	\$225.00
Other Local In-kind - [computer]	\$1,100.00
Rent - [Office Space]	\$2,000.00
<b>Program Income</b>	-
<b>TOTAL REVENUES (excl Program Income)</b>	<b>\$52,205.52</b>

*Expense*

<b>Contractual Services</b>	-
<b>Equipment</b>	<b>\$1,325.00</b>
phone	\$225.00
computer	\$1,100.00
<b>Indirect</b>	-
<b>Other Expense</b>	<b>\$2,000.00</b>
rent	\$2,000.00
<b>Personnel</b>	<b>\$48,880.52</b>
Senior Resource Specialist [52 hrs at \$31.18/hr]	\$1,621.36
Manager [\$129272 x 12.50%]	\$16,159.00
Senior Resource Specialist [624 hrs at \$49.84/hr]	\$31,100.16
<b>Staff Training/Education</b>	-
<b>Supplies</b>	-
<b>Travel</b>	-
<b>TOTAL EXPENSES</b>	<b>\$52,205.52</b>

## ADRC/OPTIONS COUNSELING

### *Revenue*

<b>Requested State/Federal Funds</b>	<b>\$30,000.00</b>
<b>Local Cash</b>	<b>\$18,880.52</b>
Local Governmental Entity - [staff wages/salary]	\$18,880.52
<b>Local In-Kind</b>	<b>\$3,325.00</b>
Other Local In-kind - [Phone]	\$225.00
Other Local In-kind - [computer]	\$1,100.00
Rent - [Office Space]	\$2,000.00
<b>Program Income</b>	-
<b>TOTAL REVENUES (excl Program Income)</b>	<b>\$52,205.52</b>

### *Expense*

<b>Contractual Services</b>	-
<b>Equipment</b>	<b>\$1,325.00</b>
phone	\$225.00
computer	\$1,100.00
<b>Indirect</b>	-
<b>Other Expense</b>	<b>\$2,000.00</b>
rent	\$2,000.00
<b>Personnel</b>	<b>\$48,880.52</b>
Senior Resource Specialist [52 hrs at \$31.18/hr]	\$1,621.36
Manager [\$129272 x 12.50%]	\$16,159.00
Senior Resource Specialist [624 hrs at \$49.84/hr]	\$31,100.16
<b>Staff Training/Education</b>	-
<b>Supplies</b>	-
<b>Travel</b>	-
<b>TOTAL EXPENSES</b>	<b>\$52,205.52</b>

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

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**Agenda Item:** Approval for RTA Letter of Support to Colorado Dep

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

RTA requests BOCC letter of support for expanded Bustang service.

**Fiscal Impact:**

**Submitted by:** Cathie Pagano

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 3/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/7/2023

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**Gunnison County, CO**  
200 E Virginia Ave., Gunnison, CO 81230  
Phone: (970) 641-7600  
Website: [www.gunnisoncounty.org](http://www.gunnisoncounty.org)

From: Cathie Pagano, Assistant County Manager for Community and Economic Development  
To: BOCC  
Date: February 28, 2023  
Re: RTA Letter of Support

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RTA Board Member Leia Morrison submitted an email requesting that the BOCC provide a letter of support for expanded bus service:

“There is a discussion regarding an expanded service between Denver and Crested Butte that the RTA supports. Would you like to provide a letter of support to include in our mailing next month? ...I will be sending these letters of support to Bustang, the Colorado Department of Transportation, and the Division of Transit and Rail.”

I've attached the draft letter of support for your consideration. Please contact RTA for any questions. Thank you.

Jeff Prillwitz  
Project Manager for Bustang Outrider  
Colorado Department of Transportation  
Division of Transit and Rail  
2829 West Howard Place  
Denver, CO 80204

RE: support for second daily, Outrider bus between Denver and Gunnison\Crested Butte

Dear Mr. Prillwitz,

Gunnison County would like to offer our strong support for the concept of adding a second daily bus on the CDOT Outrider route between Denver and the Gunnison Valley. The current service is very much appreciated and is well used by members of our community. The ridership numbers are very strong and we would be grateful to see an extension of the service with the addition of this second daily bus.

We appreciate the high quality of service that CDOT provides throughout our state and believe this addition will continue to strengthen the public transportation needs of our valley. The addition of a second bus will complement the existing service to our valley and will be well received.

Thank you for considering the request from Gunnison Valley RTA to add a second daily Outrider bus between Denver and Gunnison/Crested Butte.

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

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**Agenda Item:** Approval for Subdivision Vacation and Revocation;

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Applicant Lynn McDermand is proposing to vacate the existing Elk River Ranch subdivision plat resulting in a single 420+- acre parcel . A Board signature is required for the new plat and the Revocation that consents to the vacation of the Elk River Ranch Plat and termination of the Elk River

**Fiscal Impact:**

**Submitted by:** Rachel Sabbato

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 3/1/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 3/1/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\jcattles

Discharge Date: 3/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 3/7/2023

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**Gunnison County, CO**  
**Community Development Department**

221 N. Wisconsin St. Ste. D, Gunnison, CO 81230

Phone: (970) 641-0360 FAX: (970) 641-8585

Website: [www.gunnisoncounty.org/planning.html](http://www.gunnisoncounty.org/planning.html)

Email: [planning@gunnisoncounty.org](mailto:planning@gunnisoncounty.org)

To: BOCC

From: Rachel Sabbato

Date: Tuesday March 7, 2023

Re: Lynn McDermand proposes to vacate the Elk River Ranch subdivision plat in Gunnison Colorado, resulting in a single approximately 420+- acre, residential parcel.

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**LUC-20-00040**

The applicant Lynn McDermand is proposing to vacate the existing subdivision Elk River Ranch as part in placing the subdivision under a conservation easement. Ms. McDermand's trust owns all lots in the subdivision and no utilities are impacted given that Ms. McDermand owns the subdivision. This is a reduction in impact and preservation of open space.

Per the Land Use Resolution, *Section 5-102. R. Amendment or Termination of Subdivision Covenants*, this application requires an Administrative Review Certificate of Approval that staff will sign and record. A Board signature is required for the new plat and the Revocation that consents to the vacation of the Elk River Ranch Plat and termination of the Elk River Ranch Covenants.

Attached:

Administrative Review Certificate of Approval

Revocation of Elk River Ranch Plat and Covenants

New Plat of the Boundary Line Adjustment and Plat Vacation

Please call if there are any further questions.

Thank you,

Rachel Sabbato

Senior Land Use Planner

Phone: 970-641-7929

[rsabbato@gunnisoncounty.org](mailto:rsabbato@gunnisoncounty.org)

**GUNNISON COUNTY, COLORADO**

**CERTIFICATE OF  
ADMINISTRATIVE REVIEW APPROVAL**

**CERTIFICATION NO. 18, SERIES 2023**

**AN ACTION APPROVING LAND USE CHANGE PERMIT NO. LUC-20-00040 TO  
VACATE THE ELK RIVER RANCH SUBDIVISION PLAT RESULTING  
IN A SINGLE 420+- ACRE PARCEL.  
A PARCEL LOCATED IN A TRACT OF LAND LOCATED IN PARTS OF SECTIONS 26, 27,  
33, 34, AND 35, TOWNSHIP 51 NORTH, RANGE 1 WEST OF THE NEW MEXICO  
PRINCIPAL MERIDIAN, COUNTY OF GUNNISON, STATE OF COLORADO.**

**WHEREAS**, the applicant Lynn McDermand is proposing to vacate the existing Elk River Ranch subdivision as part of placing the said subdivision under a conservation easement. Ms. McDermand's trust owns all lots in the subdivision and no utilities are impacted given that Ms. McDermand owns the subdivision.

**AND, WHEREAS**, Section 5-103 of the *Gunnison County Land Use Resolution* defines a process of review for Administrative Review Projects, and after a review of relevant facts related to the proposed land use changes compliance with the *Resolution* the Gunnison County Community Development Department finds the following:

1. The proposed land use change complies with all applicable standards and other provisions of the *Gunnison County Land Use Resolution*.
2. Elk River Ranch Subdivision was approved by Gunnison County Board of County Commissioners on September 21, 2006, reception No. 569297.
3. A new survey was required and provided as part of the new plat titled, "Boundary Line Adjustment and Plat Vacation for Elk River Ranch". A new deed has also been provided and is attached as Exhibit A.
4. No new covenants are proposed, Ms. McDermand owns all lots and therefore is the only member of the HOA.
5. Currently there are two existing single family residences on Snowy River Drive.
6. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development office file relative to this application; including all exhibits, references and documents as included therein.
7. Based on the facts set forth in this Decision and on the material facts represented by the applicant, whether or not repeated herein, this application does not substantially conflict with any land use policy.

**NOW, THEREFORE,** the Land Use Change Permit No. LUC-20-00040 is approved as an Administrative Review project, and is so certified by the undersigned, and subject to the following conditions:

1. This Permit is limited to activities described within the application, and as depicted on the site plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.
2. This Permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
3. This approval is conditioned upon the recordation of a Revocation of Declaration of Protective Covenants and Vacation of Plat for Snowbound Subdivision, duly executed by the applicants and the Board of County Commissioners of Gunnison County, Colorado.
4. Future projects may require a different level of County review.

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

---

/s/Rachel Sabbato  
Land Use Planner  
Gunnison County Community Development

ATTEST:

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Gunnison County Clerk and Recorder

## EXHIBIT A

A TRACT OF LAND LOCATED IN PARTS OF SECTIONS 26, 27, 33, 34 AND 35, TOWNSHIP 51 NORTH, RANGE 1 WEST OF THE NEW MEXICO PRINCIPAL MERIDIAN, COUNTY OF GUNNISON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO SECTIONS 27, 28, 33 AND 34, SAID POINT BEING A FOUND ORIGINAL STONE; THENCE N01°08'56"E ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27 A DISTANCE OF 1349.82 FEET TO THE SOUTH 1/16 CORNER COMMON TO SECTIONS 27 AND 28, SAID POINT BEING A FOUND AC; THENCE S89°17'16"E ALONG THE EAST-WEST 1/16 LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27 A DISTANCE OF 1086.66 FEET TO A FOUND AC; THENCE DEPARTING SAID EAST-WEST CENTERLINE N02°30'16"E A DISTANCE OF 147.08 FEET TO A FOUND AC; THENCE N10°50'31"W A DISTANCE OF 106.00 FEET TO A FOUND AC; THENCE N15°25'31"W A DISTANCE OF 172.00 FEET TO A FOUND AC; THENCE N00°35'31 "W A DISTANCE OF 225.00 FEET TO A FOUND AC; THENCE N15°24 '29"E A DISTANCE OF 95.00 FEET TO A FOUND AC; THENCE N49°34'29"E A DISTANCE OF 49.00 FEET TO A FOUND AC; THENCE N84°59'29"E A DISTANCE OF 120.00 FEET TO A FOUND AC; THENCE N36°24'29"E A DISTANCE OF 80.00 FEET TO A FOUND AC; THENCE N12°00'31"W A DISTANCE OF 163.00 FEET TO A FOUND AC; THENCE N08°09'29"E A DISTANCE OF 93.00 FEET TO A FOUND AC; THENCE N88°00'29"E A DISTANCE OF 120.00 FEET TO A FOUND AC; THENCE N01°09'29"E A DISTANCE OF 250.00 FEET TO A FOUND AC, SAID POINT BEING ON THE EAST-WEST CENTERLINE OF SAID SECTION 27; THENCE S89°15'08"E ALONG SAID EAST-WEST CENTERLINE A DISTANCE OF 399.93 FEET TO A FOUND AC; THENCE DEPARTING SAID EAST-WEST CENTERLINE S26°45'23"E A DISTANCE OF 555.31 FEET TO A FOUND AC; THENCE S39°17'37"E A DISTANCE OF 158.94 FEET TO A FOUND AC; THENCE S27°21'17"E A DISTANCE OF 291.19 FEET TO A FOUND AC; THENCE S15°13'01"E A DISTANCE OF 430.91 FEET; THENCE S38°04'20"E A DISTANCE OF 485.42 FEET; THENCE S19°26'07"E A DISTANCE OF 129.68 FEET; THENCE S26°26'35"E A DISTANCE OF 84.00 FEET; THENCE N90°00'00"E A DISTANCE OF 1,366.44 FEET; THENCE N00°00'00"E A DISTANCE OF 150.74 FEET; THENCE N29°07'21"W A DISTANCE OF 205.76 FEET; THENCE N14°01'07"E A DISTANCE OF 272.02 FEET; THENCE N57°25'44"E A DISTANCE OF 288.93 FEET; THENCE N39°02'35"E A DISTANCE OF 71.95 FEET; THENCE S56°47'09"E A DISTANCE OF 95.89 FEET; THENCE N42°42'25"E A DISTANCE OF 155.12 FEET; THENCE N63°56'37"E A DISTANCE OF 1,129.92 FEET; THENCE S30°41 '33"E A DISTANCE OF 1038.63 FEET TO A FOUND AC; THENCE N49°07'05"W A DISTANCE OF 202.68 FEET TO A FOUND AC; THENCE ALONG THE FOLLOWING 5 COURSES, SAID COURSES BEING ALONG THE BOUNDARY LINE OF THE PROPERTIES DESCRIBED AT RECEPTION NO. 534646:

1. N48°33'19"W A DISTANCE OF 513.45 FEET TO A FOUND ALUMINUM CAP LS NO. 27739; THENCE
2. S62°46'06"W A DISTANCE OF 411.72 FEET TO A FOUND ALUMINUM CAP LS NO. 27739; THENCE
3. S37°09'33"E A DISTANCE OF 1,012.96 FEET TO A FOUND ALUMINUM CAP LS NO. 27739; THENCE
4. S43°09'42"E A DISTANCE OF 1,110.49 FEET TO A FOUND AC, SAID POINT BEING ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE
5. S89°49'50"W A DISTANCE OF 1,256.78 FEET TO THE CORNER COMMON TO SECTIONS 26,27,34 AND 35, A FOUND 3-1/2" ALUMINUM CAP P.L.S. # 7361;

THENCE S00°33'19"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35 A DISTANCE OF 250.72 FEET TO A POINT ON THE CENTERLINE OF OHIO CREEK AS IT NOW EXISTS; THENCE ALONG THE CENTERLINE OF SAID OHIO CREEK THE FOLLOWING FOURTEEN COURSES:

1. S66°44'44"E A DISTANCE OF 106.35 FEET; THENCE
2. S45°01'32"E A DISTANCE OF 59.65 FEET; THENCE
3. S24°16'32"E A DISTANCE OF 77.94 FEET; THENCE
4. S12°52'45"E A DISTANCE OF 119.74 FEET; THENCE
5. S11°41'23"E A DISTANCE OF 96.48 FEET; THENCE
6. S19°05'41"E A DISTANCE OF 88.41 FEET; THENCE
7. S08°30'11"E A DISTANCE OF 101.43 FEET; THENCE
8. S27°03'12"E A DISTANCE OF 85.92 FEET; THENCE
9. S41°17'16"E A DISTANCE OF 110.14 FEET; THENCE
10. S67°17'06"E A DISTANCE OF 266.82 FEET; THENCE
11. S45°19'02"E A DISTANCE OF 93.90 FEET; THENCE
12. S41°16'01"E A DISTANCE OF 75.83 FEET; THENCE
13. S51°53'29"E A DISTANCE OF 106.26 FEET; THENCE
14. S51°47'03"E A DISTANCE OF 158.58 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF THE NORTHWEST 1/4 OF SAID SECTION 35;

[CONTINUED ON FOLLOWING PAGE]

THENCE ALONG SAID EAST-WEST CENTERLINE N89°45'28"W A DISTANCE OF 955.56 FEET TO THE NORTH 1/16 CORNER COMMON TO SAID SECTIONS 34 AND 35, SAID POINT BEING A FOUND AC; THENCE N89°39'10"W ALONG THE EAST-WEST CENTERLINE OF THE NORTHEAST 1/4 OF SAID SECTION 34 A DISTANCE OF 1,325.57 FEET TO THE NORTHEAST 1/16 CORNER OF SAID SECTION 34, SAID POINT BEING A FOUND AC; THENCE N89°38'03"W ALONG THE EAST-WEST CENTERLINE OF THE NORTHEAST 1/4 OF SAID SECTION 34 A DISTANCE OF 1,325.76 FEET TO THE CENTER-NORTH 1/16 CORNER OF SAID SECTION 34, SAID POINT BEING A FOUND AC; THENCE N89°38'20"W ALONG THE EAST-WEST CENTERLINE OF THE NORTHWEST 1/4 OF SAID SECTION 34 A DISTANCE OF 1,340.80 FEET TO THE NORTHWEST 1/16 CORNER OF SAID SECTION 34, SAID POINT BEING A REFEANCED BY A FOUND AC 30' WITNESS CORNER; THENCE S00°28'48"W ALONG THE NORTH SOUTH CENTERLINE OF THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 34 A DISTANCE OF 396.88 FEET TO A SET ALUMINUM CAP LS NO. 27739; THENCE S90°00'00"W A DISTANCE OF 1,797.13 FEET SET ALUMINUM CAP LS NO. 27739; THENCE N00°00'00"E A DISTANCE OF 1,783.26 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 33, SAD POINT BEING MARKED WITH AN ALUMINUM CAP LS NO. 27739; THENCE S89°41'46"E ALONG SAID NOTH LINE A DISTANCE OF 480.30 FEET TO THE POINT OF BEGINNING.

## **Revocation of Protective Covenants and Vacation of Plat**

**FOR**

### **Elk River Ranch**

Revocation of Protective Covenants and Vacation of Plat for Elk River Ranch (“Revocation”) is made as of \_\_\_\_\_, 2023 by the Lynn Tyler McDermand Trust, Lynn Tyler McDermand, Trustee (“Owner”) and Elk River Ranch Homeowner’s Association, Inc., a Colorado nonprofit corporation (the “Association”).

#### **Recitals**

- A. Owner owns the real property located in Gunnison County, Colorado, which property is legally described on Exhibit A, attached hereto (the “Property”).
- B. The Property is encumbered by covenants contained in the Declaration of Protective Covenants for Elk River Ranch as recorded in the real property records of Gunnison County, Colorado as reception number 569298 (the “Covenants”).
- C. The Property was subdivided pursuant to the Plat of Elk River Ranch as recorded in the real property records of Gunnison County, Colorado at reception number 569297 (the “Plat”).
- D. Owner desires to terminate the Covenants on such property pursuant to Colorado Revised Statutes § 38-33.3-218.
- E. Owner desires to vacate the Plat and terminate the Covenants.
- F. Article 17.2 of the Covenants provides that the Covenants may be repealed upon approval of sixty-seven percent of the vote of the members of the association created by the Declaration.
- G. Owner owns all of the Property affected by the Covenants and Plat and is the sole member of the association created by the Declaration.
- H. The approval of repeal is evidenced by the certification by the Board of Directors of the Association of the votes of the Members as subscribed to below.

#### **Declaration**

In consideration of the foregoing:

- 1. Owner hereby vacates the Plat and terminates the Covenants.
- 2. The Association shall transfer and convey to Owner all of its right, title and interest in and to the Property.
- 3. The common interest community known as Elk River Ranch as located in Gunnison County, Colorado is hereby terminated upon the recordation of the deed from the Association’s to Owner for the Property.
- 4. This Revocation has been hand delivered to the Board of County Commissioners of Gunnison County, Colorado, who have approved this Revocation.
- 5. This Revocation must be recorded on or before July 4, 2023. If not recorded on or before July 4, 2023 it shall be void. This Revocation shall be effective upon recording.

IN WITNESS WHEREOF, this Revocation has been unanimously approved by the Board of Directors of the Association and all owners of all lots, tracts and other parcels shown on the Plat.



APPROVED BY BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY,  
COLORADO:

\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_

## **EXHIBIT A**

All real property shown on the Plat of Elk River Ranch as recorded September 21, 2006 as Reception No. 569297, including without limitation all open space and roads, together with all water rights appurtenant thereto, including without limitation all water rights and the plan for augmentation decreed in Case No. 07CW133/134, by the District Court, Water District 59, Water Division 4, County of Gunnison, State of Colorado.

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

**Agenda Item:** Gunnison County Boards and Commissions; Appointmen

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

For your reference and review: 1) a summary of options for appointment for all boards as of 2/28/2023, plus the corresponding original applications.

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 3/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 20

Agenda Date: 3/7/2023

Board of Appeals

Extension Advisory Committee

Gunnison Basin Sage-grouse Strategic Committee

Watershed Weed Commission

Historic Preservation Committee

Planning Commission

Region 10

STOR Committee

**Melanie Bollig**

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, January 10, 2023 3:16 PM  
**To:** BOCC  
**Subject:** Online Form Submittal: Boards and Commissions Application

[EXTERNAL SENDER - USE CAUTION]

## Boards and Commissions Application

Board/Commission or position applying for: Board of Appeals

First and Last Name Jeff Wilkinson

Address

City Gunnison, CO

Phone

Email Address

Why would you like to serve on this Board or Commission? I have 52 years of experience in the building trades and am recently retired. I've been a resident of Gunnison County for 25 years and Built 120 homes, contracted on the Comfort Inn, Wells Fargo Bank, and multiple additions, garages etc. I'm also a developer on Currecanti Town Himes and the VanTuy! Subdivision, ( very few developers who began a subdivision were still standing at the end of such). In my tenure I have had many Building and Planning Dept issues to deal with that were solved with both parties being satisfied. I'm a person of reason, practicality, with problem solving experience and believe I would be an asset to the County and the Public.

Additional Comments *Field not completed.*

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**Melanie Bollig**

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**From:** noreply@civicplus.com  
**Sent:** Wednesday, February 1, 2023 9:18 PM  
**To:** BOCC  
**Subject:** Online Form Submittal: Boards and Commissions Application

[EXTERNAL SENDER - USE CAUTION]

## Boards and Commissions Application

Board/Commission or position applying for: Extension Advisory Committee

First and Last Name Rhonda J Wenum

Address

City GUNNISON

Phone

Email Address

Why would you like to serve on this Board or Commission? I have been serving on this board for many years now and would love to continue. It is a great way to keep up on all that is going on with CSU and to be able to contribute to CSU Extension!

Additional Comments Thank you!

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**Melanie Bollig**

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, February 14, 2023 11:10 AM  
**To:** BOCC  
**Subject:** Online Form Submittal: Boards and Commissions Application

[EXTERNAL SENDER - USE CAUTION]

## Boards and Commissions Application

Board/Commission or position applying for:	Extension Advisory Committee
First and Last Name	Shelly Sabrowski
Address	
City	Almont
Phone	
Email Address	<a href="mailto:shellysabrowski@almont.org">shellysabrowski@almont.org</a>
Why would you like to serve on this Board or Commission?	I would like to serve another term on the Extension Advisory Board since I have been on the Board for 11 years and have experience and understanding of how the Gunnison Extension Office supports our community and youth. With Eric Mcphail leaving, the new Extension Director will need support and a historic perspective of how and why we operate the way we do. I am hoping the Board will embrace new ideas from the Director as well.
Additional Comments	I have been involved in 4-H as an adult volunteer since 2004 and have been a club leader since 2013. I have chaperoned many out of town leadership development trips over the years and have served as Gunnison Council 4-H Advisor. I have seen firsthand the positive impact 4-H had with my own sons. I am passionate about providing the same opportunity to as many Gunnison youth as possible through this amazing program.

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**Melanie Bollig**

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**From:** noreply@civicplus.com  
**Sent:** Monday, January 16, 2023 4:24 PM  
**To:** BOCC  
**Subject:** Online Form Submittal: Boards and Commissions Application

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

[EXTERNAL SENDER - USE CAUTION]

## Boards and Commissions Application

Board/Commission or position applying for: Gunnison Basin Sage-grouse Strategic Committee

First and Last Name Ron Crews

Address

City Gunnison

Phone

Email Address

Why would you like to serve on this Board or Commission?

I would like to serve on the committee as a representative of the greater Gunnison community. I want to give back to the community that is so conservation minded in many areas of the Gunnison Valley. I believe with my decades of wildlife conservation and hunting, having an Animal Science degree, and years of experience collaborating with professionals I will be an asset to the committee and the Gunnison Valley Community. I want to ensure we leave a legacy of conservation for the Gunnison Sage Grouse. In addition, I am concerned about the conservation of many of our resources with many agencies and want to be involved with the these agencies and educating the public of the importance of conservation and preservation of our resources.

In summary, I believe I can be a contributing member of the committee bringing a vast experience both scientifically and my ability to collaborate with a diverse group of people.

Thank you for your consideration,  
Ron Crews

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*Field not completed.*

**Additional Comments**

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# Ron Crews

Gunnison



***Applying to support the conservation of the Gunnison Basin Sage-grouse.***

- Collaborator and team oriented
- Science based, analytical, and strategic
- Conservation Educator
- Effective communicator and pharmaceutical product educator
- Volunteer for many organizations
- Committed and effective volunteer
- Conservationist– Sportsman – hunting and fly fishing

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## **VOLUNTEER WORK:**

- Wet Meadow Restoration Project for Sage-grouse, HCCA
- Hunter Education Instructor, CPW, Gunnison & Colorado Springs
- Hunter Outreach, CPW, women & youth
- Gunnison Sportsmen’s Association, sight-in Days
- Cast & Blast, CPW, fly fishing and trap shooting for women
- Reel Recovery, fly fishing for men with cancer
- Casting for Recovery, flyfishing for women with breast cancer
- First Descents, white water kayaking, adults with cancer
- Pond Chairman, Wilderness Streams 2 HOA

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## **EDUCATION:**

- MBA, Business                      University of Phoenix, Colorado Springs
- B.S., Animal Science              California Polytechnic State University, SLO
- Minor Ag Business                 California Polytechnic State University, SLO

**Melanie Bollig**

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**From:** noreply@civicplus.com  
**Sent:** Saturday, February 18, 2023 11:38 AM  
**To:** BOCC  
**Subject:** Online Form Submittal: Boards and Commissions Application

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

[EXTERNAL SENDER - USE CAUTION]

## Boards and Commissions Application

Board/Commission or position applying for: Watershed Weed Commission

First and Last Name Tom Eager

Address

City Gunnison

Phone

Email Address

Why would you like to serve on this Board or Commission?

Dear Gunnison County,

My name is Tom Eager and I would like to offer my participation on the Gunnison Watershed Weed Commission. I have been a resident of Gunnison County for 29 years, and am a now retired employee of the USDA Forest Service. I have worked in the field of pest management, including invasive species during my career. I am very interested in the impacts and control of invasive plants and have participated in several projects across the country dealing with this phenomenon.

I have had extensive training in Integrated Pest Management and the biology of natural and managed systems. I can submit my professional resume if that will help the Board better understand my qualifications.

I look forward to hearing from you,

Sincerely, Tom Eager

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**Additional Comments**

I have submitted this application also in the form of an email.

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Tom Eager, PhD  
Gunnison, CO 81230

### **Applicant for Gunnison Watershed Weed Commission**

#### **Education**

- 1979 Bachelor of Science in Forest Management, University of California at Berkeley
- 1985 Master of Science in Forest Resource Management, Utah State University. Thesis topic: Host selection by mountain pine beetle (*Dendroctonus ponderosae*)
- 1987 Fulbright Fellowship to Republic of Mexico. Chapingo National Agricultural University, Study topic: Insect pests of native leguminous trees.
- 1992 Doctor of Philosophy - Entomology, University of California at Berkeley. Dissertation topic: Natural enemy complexes of two species of bark beetles in the Genus *Ips*.
- 1993 – 1994 Post-Doctoral Research Associate, University of Georgia. Study topic: Determining host suitability of native species of southern pines for the introduced bark beetle *Tomicus piniperda* (pine shoot beetle).

#### **Work experience**

- 1979 Logging operations intern – Elliott Logging, Grass Valley, CA
- 1980 – 1981 Seasonal employee, Forest Insect and Disease Management, USDA Forest Service, Missoula MT
- 1981 Teaching Aide, Missoula School District, Special Education Staff.
- 1982 – 1983 Seasonal employee, Forest Service Research, USDA Forest Service, Moscow ID
- 1982 – 1983 School year: Computer Coordinator, Moscow School District, Moscow, ID
- 1994 – 2014 Entomologist, USDA Forest Service, Gunnison Service Center, Gunnison, CO.

- 2014 – 2016      Service Center Leader, USDA Forest Service, Gunnison Service Center, Gunnison, CO.
- 2016 – 2021      Assistant Director - Forest Health Management, USDA Forest Service, National Headquarters, Washington DC. In this position I served as Program Manager for Forest Health Monitoring - a National program that monitors and reports on forest health conditions throughout the nation.
- July 2021         Retired from USDA Forest Service

#### **Volunteer activities of note**

- 2003 – 2007      Cubmaster, Cub Scout Pack 476, Gunnison, CO
- 2008 – 2014      Scoutmaster, Boy Scouts of America Troop 476, Gunnison, CO
- 2022 – present   Forest Health Team, International Conservation Caucus Foundation (ICCF). Project to strengthen national forest health program for the nation of Mongolia.

#### **Participation in weed projects**

In the mid 2000's spent several years producing the thistle stem weevil, *Ceutorhynchus litura*, for release in Upper Gunnison Basin. Worked with Aleta Green.

During the late 2010's worked with Range Management staff of San Juan National Forest to release and monitor the root feeding weevil, *Mecinus janthinus*, to control yellow and Dalmation toadflax in the Dolores River watershed and in Rico, CO.

In my role as Forest Health Monitoring Program Manager, I reviewed and funded a number of invasive weed projects including Chinese privet, Callory pear and tallow tree.

Experience in grant writing for a number of forest health projects.

Author or co-author of about 20 refereed journal articles.

Numerous presentations on technical work to colleagues as well as the general public.

**Melanie Bollig**

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**From:** noreply@civicplus.com  
**Sent:** Wednesday, January 11, 2023 3:32 PM  
**To:** BOCC  
**Subject:** Online Form Submittal: Boards and Commissions Application

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

[EXTERNAL SENDER - USE CAUTION]

## Boards and Commissions Application

Board/Commission or position applying for: Historic Preservation Commission

First and Last Name: Al Caniff

Address

City: Gunnison

Phone

Email Address

Why would you like to serve on this Board or Commission? Please review my Vita below  
Other than teaching for 54 years I have always had Historical Preservation in some shape or form in my life.  
1981-1994, self-employed in Historical Building Preservation and Restoration.... Three Rivers Michigan  
Volunteer at Pioneer Museum mostly in the car barn and building and grounds.

Additional Comments: Vita  
Albert R. Caniff, Jr.  
Gunnison, Colorado 81230

## Education

Masters of Fine Arts, Sculpture  
Western Michigan University, 1992.

Master of Education, Art  
Certification Art K-12, all subjects 6-8  
Nazareth College, 1986.

Masters of Art, Ceramics  
Western Michigan University, 1976.

Bachelor of Fine Arts,  
Western Michigan University, 1975.

Associate of Arts,  
Glen Oaks Community College, 1972.

Teaching 1994-2023, Professor, Chair 1995 - 2015  
Experience Western State College of Colorado

1997 - 1998, Adjunct Professor, Doctorate Committee member  
Union Institute

1993-1994, Part-Time Assistant Professor,  
Western Michigan University and Kalamazoo Valley  
Community College.

1987-1992, Tenured Associate Professor, Chair of the Fine  
Arts, Gallery Director  
Nazareth College.  
College closed 1992

1984-1986, Teacher k-12  
Three Rivers Schools

1970-2000, Professional Artist.

1980-1982 , Coordinator / Gallery Director and Instructor,  
Carnegie Center for the Arts, Three Rivers, MI.

1970-1979, Full-Time / Part-Time Art Professor,  
Glen Oaks Community College.

1976-1978, Full-Time Assistant Professor,  
Western Michigan University.

1966-1968, Marine Corps, active infantry/recon service in Vietnam.

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**Melanie Bollig**

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**From:** noreply@civicplus.com  
**Sent:** Saturday, November 12, 2022 11:42 AM  
**To:** BOCC  
**Subject:** Online Form Submittal: Boards and Commissions Application

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

[EXTERNAL SENDER - USE CAUTION]

## Boards and Commissions Application

Board/Commission or position applying for: Planning Commission

First and Last Name Catherine McBreen

Address

City Crested Butte

Phone

Email Address

Why would you like to serve on this Board or Commission?

Growth and effective planning are critically important for the Gunnison Valley. In order to ensure that our beautiful valley is not destroyed, those on the planning commission must be well-versed on the compliance and regulatory implications of various initiatives. At the same time, understanding the economics and importance of allowing the right types of projects is critical. In order to bring continuing growth to the area and make our economy vibrant, the planning commission must be able to analyze issues from multiple points of view. I believe my background as an attorney and as a businessperson involved in the compliance ridden financial services will be very valuable to the commission. Additionally, my father and brother were contractors so I grew up in an environment understanding the push and pull of their industry.

January 15, 2023

To: Gunnison County Planning Commission

Attached please find a copy of my resume. I would be honored to be considered for a place on your commission. As you can see from the attached material, I have had a long career focused on regulatory issues. I am currently in the process of selling my existing business and looking for an opportunity to focus energies.

I am relatively new to the Gunnison Valley, having moved to CB South in 2021. Prior to that, my family spent many years vacationing in this beautiful place. My father was a contractor and my brother is currently following in his tradition. Both my father and brother have developed many subdivisions and other properties, therefore, I have grown up with a deep interest in real estate development. I also sense the tension in the valley between the desire for preservation and the pressure to sensibly allow growth while protecting the environment.

While I am not a real estate lawyer, I did study real estate law early in my career. I am willing to update my legal knowledge and become familiar with Colorado law (I studied law in Illinois) to effectively serve on the commission. I am familiar with several of the projects the commission is currently reviewing and would be excited to learn even more.

I am sure you are considering numerous candidates, however, I believe I would be an outstanding addition to your team. I would love to be considered and would be happy to answer any questions.

Sincerely,

Catherine McBreen

**CATHERINE MCBREEN**  
*Crested Butte, CO 81224*

*Work Experience*

**Spectrem Group**, 1995 -Present, Managing Director (Co-owner)

- Conduct research, perform analytical reviews for large to mid-size financial institution focused on the trust and wealth management industry

**Harris Bank**, 1988-1995, Chicago, IL – Vice President, Manager of Defined Contribution, Senior Attorney

- Managed 40plus professionals in defined contribution recordkeeping
- Attorney focused on compliance and contract issues for institutional trust

**Hopkins and Sutter**, 1986-1988, Chicago, IL – Attorney

- Assisted in analysis and liquidation of savings and loans closed by the FSLIC

*Education*

**Northwestern University**, Evanston, IL, B.S. 1983, Communications

**DePaul University College of Law**, Chicago, IL, J.D. 1986

Licensed to practice law, 1986 (Inactive)

*Additional*

Board of Directors, DePaul Theatre School, 2009-2012

Parent Board, room mother, additional at Lake Forest Country Day School, 1998-2017

Author, *Get Rich, Stay Rich, Pass It On – The Wealth Accumulation Secrets of America's Wealthiest Families*, Penguin Books, 2007

1/17/23

To the Honorable Gunnison County Commissioners,

Please take this submission as my application for the vacant seat on the Planning Commission Board. I have lived in Gunnison County most of my life (42 years). I started a family operated construction company in 2001 and have been building in the county for 28 years. I have served on the Crested Butte Town Council for 8 years and 4 years as a Gunnison County Commissioner. During my 12 years of public service, I learned how to work with fellow board members, how to listen to all sides of the presented topics, and how to let my fellow board members (and the public) know exactly where I stand on those topics. In my time as commissioner, I familiarized myself with the Gunnison County LUR and I have a good understand of how the Planning Commission debates, evaluates, and applies the LUR. Work force housing, 3-mile planning, development, and corridor protection are some of the items I worked on as a commissioner. I am passionate about these topics and would like to continue my public service as a member of Planning Commission Board as it navigates those and other important issues in the years to come.

Best Regards,

Roland Mason

**Melanie Bollig**

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, January 17, 2023 4:36 PM  
**To:** BOCC  
**Subject:** Online Form Submittal: Boards and Commissions Application

[EXTERNAL SENDER - USE CAUTION]

## Boards and Commissions Application

Board/Commission or position applying for:	Region 10
First and Last Name	Colleen Hannon
Address	
City	Gunnison
Phone	
Email Address	<a href="mailto:noreply@civicplus.com">noreply@civicplus.com</a>

Why would you like to serve on this Board or Commission?	<p>I am very interested in serving as one of the transportation representatives to Region 10 on behalf of Gunnison County. I have recently moved back to Gunnison County after 15 years away to finish my career. I now live full time in Gunnison. I am interested in giving back with more time to volunteer and Region 10 is where I would like to commit my time. I started my career out of grad. school at Region 10 and was staff to the first GVTPR committee years ago. I worked on the regional transportation plans during my tenure there. I also worked in transportation planning here in the valley when I was the planner for the City of Gunnison in the '90's. I would like to participate at the policy level representing the Gunnison County transportation community as part of the GVTPR. I believe I can work as a part of a team at the Region. I began my career as a planner at the regional level and find that cooperation among our communities can result in better, more informed decision making. I also find that our counties need to stay in sync with each other to produce better results when it comes to project planning with CDOT. Thank you for considering me. Colleen</p>
--	--

Additional Comments

I will provide a resume as needed if the BOCC would like a copy of this.

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COLLEEN B. HANNON  
WSRD  
Gunnison, CO 81230

## QUALIFICATIONS

Experience in public and non-profit administration with an emphasis in community development and land planning. Excellent background in program planning and budgeting; current and long range planning; compliance; resource development including grantwriting and contract management; and intergovernmental affairs.

## PROFESSIONAL EXPERIENCE

### Owner, West Slope Resource Development. Gunnison, Colorado. June, 2016 to present.

Owner of consulting firm specializing in community development; urban planning; and capacity building for local governments and non-profit organizations. Focus on current planning for local governments including application review, report preparation, customer service, and code amendments, and technical assistance for non-profits including organizational management and grantsmanship.

### Development Administrator, Granby Realty Holdings, LLC., Granby, Colorado, December, 2016 to April, 2019.

Serve as staff to Granby Ranch Design Review Board. Process applications to HOA for architectural design review of new home and multi-family developments as well as modifications to existing development (landscaping, exterior modifications such as decks and patios; and paint). Also manage special projects such as BLM grant for wildfire management and Fraser River restoration work. Manage real estate office including guest relations and building operations; monitor real estate sales and comps as well as review Realtor contracts and buyers binders; monitor state stormwater and forest ag. permits and reporting.

### Compliance Officer, Town of Holderness, New Hampshire, April, 2015 to April, 2016.

Staff with responsibilities for compliance and enforcement. Reviewed and issued construction permits based on zoning compliance including structures and signage. Conducted site visits, reviewed processes with citizens and local contractor industry. Concurrent with work as Land Use Administrator.

### Land Use Administrator, Town of Holderness, New Hampshire, November, 2013 to April, 2016.

Staff to Town with responsibilities for current planning and development review and support to Zoning Board of Adjustment; Planning Board; and Conservation Commission. Assisted applicants with all stages of application process for variances, special exceptions, subdivisions, boundary line adjustments and site plans. Staffed all board meetings including preparing packets, recording minutes, transcribing minutes, posting of minutes on website. Issued zoning interpretations. Prepared Town Select Board minutes for one year during this tenure.

### Program Administrator, New Hampshire Rivers Council, Concord, New Hampshire, July, 2013-July, 2014.

Program administrator responsible for day to day operations of statewide non-profit which advocates river management and protection. Work responsibilities included finance, membership, special events, grants and contracts management, education and outreach. Experience in donor management software; ConstantContact; Microsoft Office; and other social media to support mission. Managed River Runners trainings on invasive aquatic species and staffed annual Wild and Scenic River Film Festival (2014).

**Partner/Owner, West Slope Resource Development, LLC, Leadville, Colorado, 1995-2014**

Partner, and then owner, of consulting firm specializing in community development; urban planning; and capacity building for local governments and non-profit organizations. Most recent clients included Plan Tools, LLC for facilitation services for the Town of Montezuma, Colorado; the Town of Buena Vista and Lake County for on call planning services; the Town of Meeker for subdivision code rewrite.

**Grant Writer, Timberline Campus, Colorado Mountain College, Leadville, Colorado, March, 2012-February, 2013**

Grant writer for community college campus responsible for grantseeking for sustainable agronomy center to be located on Hayden Ranch, a national and state designated historical landmark in Lake County, Colorado. Made initial contacts with funders; solicited letters of support; prepared budgets; made formal presentations to funders; coordinated grants working group for campus.

**Director of Community Development, City of Gunnison, Colorado, 1996-2004.**

Department head responsible for all aspects of planning, building and Fire Marshal functions within the City of Gunnison (population 5,400). Supervised 4 permanent staff and three department budgets. Responsibilities included: current and long range planning; zoning enforcement; economic development prospecting; SculptTour (annual public art exhibition); building department oversight (permits, flood plain regulations, plan review); and coordination of Fire Marshal duties such as fire safety education and fire investigations. Department supported Planning Commission, Board of Zoning Appeals, Building Board of Appeals, Historic Preservation Committee, and other citizen volunteer groups. Member of City management team.

**Director of Sponsored Programs, Western State College, Gunnison, Colorado 1994-1996.**

Mid-level manager at Western State College responsible for assisting faculty, students, and staff in grantseeking. Worked under both the College Foundation Director and the Vice President of Academic Affairs to secure state, federal and private funding for College programs and projects.

**Principal, Hannon and Associates, Crested Butte, Colorado, 1993-1995**

Owner/operator of planning and community development consulting firm with specialization in rural community and economic development and long-range planning. Merged with partner to form West Slope Resource Development in 1995.

**Director of Community Development, Region 10 League for Economic Assistance and Planning, Montrose, Colorado, 1986-1993.**

Community Development staff to a six-county regional commission of elected officials which administered programs in the areas of economic and business development, community development, tourism development, and Area Agency on Aging.

**Instructor, Mesa State Montrose Center, Montrose, Colorado; Western State College, Gunnison, Colorado; and Colorado Mountain College Timberline Campus, Leadville, Colorado. 1987, 1989, 1992, 1993, 2004, 2009, and 2010. (North America, Human, and World/Regional Geography and Grantwriting)**

**Community Organizer, Concerned Citizens Congress of Northeast Denver, Denver, Colorado, summer, 1983.**

Served as a community organizer to an inner-city citizens' group around issues such as crime, utilities, community pride, economic development, and housing. Efforts included educational forums, lobbying activities, and research.

**Community Planner, East Tennessee Community Design Center, Knoxville, Tennessee, 1980-1983.  
(VISTA)**

Responsible for technical assistance in architecture and community planning to communities in the 16 counties of East Tennessee.

**EDUCATION**

**M.A., Urban and Regional Planning**, University of Colorado at Denver, 1992.

**B.A., Geography**, University of Colorado at Boulder, 1977.

**B.A., German**, University of Colorado at Boulder, 1977.

**CIVIC AFFILIATIONS, VOLUNTEER SERVICE, PROFESSIONAL MEMBERSHIPS**

**Volunteer**, Mountain Pet Rescue, Granby, Colorado, 2021-present

**Board Member and Secretary**, Colorado Headwaters Land Trust, Granby, Colorado, 2017-2018. (Member of Board of Directors of land trust serving Upper Colorado watershed).

**Member**, American Planning Association, Colorado Chapter; National Trust for Historic Preservation

**Melanie Bollig**

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**From:** noreply@civicplus.com  
**Sent:** Wednesday, January 4, 2023 10:48 AM  
**To:** BOCC  
**Subject:** Online Form Submittal: Boards and Commissions Application

[EXTERNAL SENDER - USE CAUTION]

## Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name: Tim Kugler

Address:

City: Gunnison

Phone:

Email Address: [tim.kugler@gunnisontrails.com](mailto:tim.kugler@gunnisontrails.com)

Why would you like to serve on this Board or Commission? As the Executive Director of Gunnison Trails, our organization is deeply involved in trail and public land stewardship, and we work closely with our partners at CPW, USFS and the BLM to help manage and mitigate the impacts from our tourist based recreation economy. I have been fortunate to serve on the STOR Committee since it's inception in 2018, and I look forward to continuing the important work of the Committee in the years to come.

Additional Comments: Thank you for the consideration.

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**Melanie Bollig**

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**From:** noreply@civicplus.com  
**Sent:** Wednesday, January 11, 2023 10:45 AM  
**To:** BOCC  
**Subject:** Online Form Submittal: Boards and Commissions Application

[EXTERNAL SENDER - USE CAUTION]

## Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name Jake Jones

Address

City Crested Butte

Phone

Email Address

Why would you like to serve on this Board or Commission? The objectives of STOR closely align with my personal and professional skills and interests. I am finishing my first term on the committee and I am currently the committee chairperson.

Additional Comments I enjoy working with diverse stakeholders and appreciate the leadership from Joe and Gunnison County. I previously served on the Gunnison County Trails Commission from 2005-2015.

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# Sustainable Tourism and Outdoor Recreation Committee

## Letter of Interest

3 January, 2023

Gunnison County Administrative Office

200 East Virginia Avenue

Gunnison Colorado, 81230

Dear Commissioners Houck, Mason and Smith,

My name is Chris Parmeter. I have lived and worked and recreated in the Gunnison Basin for over thirty years - two decades as the Game Warden in the Crested Butte /Taylor Park District. My current affiliation is with Back Country Hunters and Anglers, where I serve as Assistant Regional Director in the Gunnison area, a member of the Colorado Habitat Stewardship Team and the Colorado Leadership Team.

As you are well aware, the Gunnison Basin both supports and depends on the often contrary assets of wildlife and recreation. As a wildlife manager during the most “recreationally explosive” period in our history, I was continually tasked to navigate a path through this duality, representing wildlife on the *Gunnison Sage Grouse Working Group*, *Slate River Working Group*, *Gunnison Trails Commission*, and the grand-baby of them all - *The Sustainable Tourism and Outdoor Recreation Committee*.

The lurching evolution of recreation requires adaptive and novel management strategies to minimize damage to the “scenery” as it tumbles through. I’m an innovative thinker and enjoy exploring new ideas to navigate this terrain. I can also contribute to “getting the word out”, being an accomplished writer having penned dozens of wildlife and outdoor recreation oriented magazine articles, including several promoting the Stewardship mission of STOR.

Being a passionate camper, hunter, angler, hiker, biker, wildlife advocate & conservationist, I can see both sides of the road - sometimes only a narrow, rocky trail - and riding these mountains so long has taught me that a cooperative approach toward choosing the route leads to the most balanced path forward.

Please accept this letter of interest for my appointment to the Gunnison County Sustainable Tourism and Outdoor Recreation Committee. Thank you.

Chris Parmeter  
Gunnison CO

**Melanie Bollig**

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**From:** noreply@civicplus.com  
**Sent:** Wednesday, January 11, 2023 3:01 PM  
**To:** BOCC  
**Subject:** Online Form Submittal: Boards and Commissions Application

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

[EXTERNAL SENDER - USE CAUTION]

## Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name Kate Guibert

Address

City Crested Butte

Phone

Email Address

Why would you like to serve on this Board or Commission?

The mountains, of course! A deep, abiding love for them and all of our public lands in the valley. That's my starting place for why I want to participate, but isn't it always? My day job is Rural Prosperity Manager for the Department of Local Affairs (State of Colorado). I spend a lot of time in my role talking to communities about maintaining what they value as they world changes so, of course, I spend a lot of time thinking about tourism and outdoor recreation and how to give more back to the places we love than we take. I would really like to invest more directly in my community so I want to take my love of the mountains and high desert and skills from my day job to see how I can be of better service to the Gunnison Valley.

Additional Comments

*Field not completed.*

**Melanie Bollig**

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**From:** noreply@civicplus.com  
**Sent:** Thursday, January 12, 2023 9:03 PM  
**To:** BOCC  
**Subject:** Online Form Submittal: Boards and Commissions Application

[EXTERNAL SENDER - USE CAUTION]

## Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name: Jeremy Johndrow

Address

City: Gunnison

Phone

Email Address

Why would you like to serve on this Board or Commission?

I am very passionate about sustainability and outdoor recreation. As the owner of a local Jeep guiding business, I also have a vested interest in our valley's ability to strike a balance between the two. I have lived in the valley for over 17 years, graduating from Western in 2010 with a degree in Outdoor Recreation and Business Administration with a minor in Environmental Science. I have already worked with many members of this committee over the years and even sat in on a meeting at the beginning of last summer. I have a broad set of knowledge and skills that I feel would be valuable to the committee. While obviously representing the motorized recreation community, I am also very active in a variety of non-motorized activities such as mountain biking, skiing, hiking, and boating. I love this valley and want to give back to the community and see it succeed during these rapidly changing times.

Additional Comments

In the process of creating a 4 Wheeling club here in the valley with the goal of maintaining local trails and advocating for their responsible use.

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**Melanie Bollig**

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**From:** noreply@civicplus.com  
**Sent:** Monday, January 16, 2023 12:06 PM  
**To:** BOCC  
**Subject:** Online Form Submittal: Boards and Commissions Application

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

[EXTERNAL SENDER - USE CAUTION]

## Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name Geoffrey Heller

Address

City Gunnison

Phone

Email Address

Why would you like to serve on this Board or Commission? Hello, I am currently the President of the Gunnison OHV Alliance of Trailriders (GOATS). I would like to sit on the board because I can be a representative for the motorized community around the Gunnison Valley (specifically motorized singletrack). I am also an avid mountain biker, hunter, and backcountry skier. We are fortunate to be able to do numerous outdoor activities in the Gunnison Vally and I know how important it is for the motorized community to work with the greater community around the valley on issues of tourism, recreation, as well as conservation.

Additional Comments *Field not completed.*

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# Summary of Boards and Commissions Interviews and Appointments for 2023

As of 2/28/2023

Notices were advertised in the papers 12/1, 12/15, 12/30, 1/5 for the first search (application deadline 1/17), and 2/2 and 2/16 for the second search (application deadline 2/21), plus noticed online. Applicants were asked to submit their applications via:

Gunnison County Administration Office

**Mail:** 200 E. Virginia Avenue, Gunnison CO 81230

**Fax:** (970) 641-3061

**Email:** [bocc@gunnisoncounty.org](mailto:bocc@gunnisoncounty.org)

**Online:** <https://gunnisoncounty.org/boardapp>

<u>Board/Commission</u>	<u>Vacancies</u>
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<b>Board of Adjustments and Board of Appeals</b>	<b>3</b>
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Applied: **3**

1. Bill Barvitski – reapplied – Reappointed 2/7
2. Andrew Tocke – reapplied – Reappointed 2/7

**OPTION TO APPOINT 3/7:**

3. Jeff Wilkinson – new application – Interviewed 2/21

<b>Environmental Health Board</b>	<b>1 reg + 2 alt's</b>
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Applied: **1**

1. Shea Earley – reapplied – Reappointed 2/7

**No applicants for the 2 alternate positions (1<sup>st</sup> or 2<sup>nd</sup> search 2023)**

<b>Extension Advisory Board</b>	<b>2</b>
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Applied: **2**

**OPTION TO RE-APPOINT 3/7:**

1. Rhonda Wenum did not re-apply – reapplied 2/1
2. Shelly Sabrowski did not re-apply – reapplied 2/16

<b>Gunnison Basin Sage-grouse Strategic Committee</b>	<b>2 At-large Alt's</b>
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*(Alt's for Development At-Large, Recreation At-Large)*

Applied: **1**

**OPTION TO APPOINT 3/7:**

1. Ron Crews – new application – interviewed 2/28

**Gunnison Valley Hospital Board of Trustees** 2

Applied: 4

1. Bob Schutt – reapplied - interviewed 2/7
2. Marla Crockett – new application – appointed 3/21
3. Stephens Mundy – new application - appointed 3/21
4. Polly Oberosler – new application – interviewed 2/7

**Gunnison Valley Regional Housing Authority** 1

Applied: 0

**No applicants (1<sup>st</sup> or 2<sup>nd</sup> search 2023)**

**Gunnison Valley Land Preservation Board** 1 alt

Applied: 1

1. Les White – reapplied for his alt position – Reappointed 2/7

**Gunnison Watershed Weed Commission** 3

Applied: 1

1. Lorraine Rup – reapplied – Reappointed 2/7

**OPTION TO APPOINT 3/7:**

2. Tom Eager – new application – interviewed 2/28

**TO INTERVIEW 3/7:**

1. Jim Johnson – new application – could not interview 2/28

**Historic Preservation Commission** 1

Applied: 1

Note: Kathleen Curry declined to reapply

**OPTION TO APPOINT 3/7:**

1. Al Caniff – new application – interviewed 2/21

**Library Board of Trustees** 2

Applied: 6

1. Sally Hays – reapplied – interviewed 2/7 - reappointed 2/21
2. Barth Hague – new application – unable to be interviewed
3. Susan Wold – new application – interviewed 2/7
4. Janet Farmer – new application – interviewed 2/7
5. Matthew Feier – new application – interviewed 2/7 – appointed 2/21
6. Cheryl Crews – new application – interviewed 2/7

**Planning Commission** 1

Applied: 2

**OPTION TO APPOINT 3/7:**

1. Catherine McBreen -- interviewed 2/21
2. Roland Mason – new application – interviewed 2/21

**Region 10** 2 (Transportation) + 2 (Loan Fund)

Applied: 4

1. Vincent Rogalski – reapplied for his Transportation position – Reappointed 2/7
2. David Assad – reapplied for Loan Fund – Reappointed 2/7
3. Shane McGuinness – reapplied for Loan Fund – Reappointed 2/7

**OPTION TO APPOINT 3/7:**

4. Colleen Hannon – new application – interviewed 2/21

**Sustainable Tourism and Outdoor Recreation (STOR)** 4

Applied: 7

Note: Hannah Cranor declined for 2023

1. Gabriela Zaldumbide – new application – could not interview 2/21, 2/28

**OPTION TO APPOINT 3/7:**

2. Tim Kugler – reapplied – interviewed 2/21
3. Jake Jones – reapplied – interviewed 2/21
4. Chris Parmeter – new application – interviewed 2/21
5. Kate Guibert – new application – interviewed 2/21
6. Jeremy Johndrow – new application – interviewed 2/21
7. Geoffrey Heller – new application – interviewed 2/21

**Tourism and Prosperity Partnership (TAPP) Board** 3

Applied: 6

1. Jennifer Barvitski - reapplied – Reappointed 2/28
2. Kelly Osness – reapplied - Reappointed 2/28
3. Erica Rasmussen – reapplied - Reappointed 2/28
4. Bill Miller – new application – interviewed 2/7
5. Celeste Helminski – new application – interviewed 2/7
6. Kendal Rota – new application – interviewed 2/7

**Veteran Services Officer** 1

Applied: 1

1. Steve Otero – reapplied – Reappointed 2/7